

# **City of Charlotte**

*Charlotte-Mecklenburg Government Center  
600 East 4th Street  
Charlotte, NC 28202*



## **Meeting Agenda**

**Monday, January 11, 2016**

**Council Chambers**

### **City Council Business Meeting**

*Mayor Jennifer W. Roberts  
Mayor Pro Tem Vi Lyles  
Council Member Al Austin  
Council Member John Autry  
Council Member Ed Driggs  
Council Member Julie Eiselt  
Council Member Claire Fallon  
Council Member Patsy Kinsey  
Council Member LaWana Mayfield  
Council Member James Mitchell  
Council Member Greg Phipps  
Council Member Kenny Smith*



City of Charlotte

Meeting Agenda

City Council Business Meeting

Charlotte-  
Mecklenburg  
Government  
Center  
600 East 4th  
Street  
Charlotte, NC 28202

Monday, January 11, 2016, 5:00 P.M.

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# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date:** 1/11/2016

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**Agenda #:** File #: 15-2274 **Type:** Dinner Briefing

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## **CITY COUNCIL MEETING Monday, January 11, 2016**

In addition to the previously advertised public hearing items, Departments have asked that the time sensitive items listed below not be deferred.

<b>Item#</b>	<b>Title</b>
22	2015 Assistance to Firefighters Grant Application



**Agenda Date:** 1/11/2016

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**Agenda #:** 1. **File #:** 15-2211 **Type:** Dinner Briefing

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## **Mayor and Council Consent Item Questions**

**Staff Resource(s):**

Hyong Yi, City Manager's Office

**Time:** 5 minutes

**Synopsis:**

Mayor and Council may ask questions about Consent agenda items. Staff will address questions at the end of the dinner meeting.



**Agenda Date:** 1/11/2016

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**Agenda #:** 2. **File #:** 15-2268 **Type:** Dinner Briefing

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## Managed Lanes Strategy for Charlotte

### Committee Chair:

Vi Lyles

### Staff Resource(s):

Danny Pleasant, Transportation  
Norm Steinman, Transportation

**Time:** 60 minutes

### Explanation

- In August 2015, former Mayor Clodfelter referred the topic of Managed Lanes (also known as High Occupancy Toll or HOT Lanes) to the Transportation and Planning (TAP) Committee. He asked the Committee cover topics, such as history, purposes, goals, and roles.
- In September 2015, staff presented information about history, purposes, and operations, and described the managed lanes projects programmed for Interstate-485 (South), Interstate-77, and U.S. 74 (Independence Boulevard). Staff also explained how these and other projects in these corridors support the City's land use and transportation goals.
- In November 2015, staff reviewed key conclusions from the first two meetings, and then concentrated on describing roles, responsibilities, and additional actions the City should consider as it works with the North Carolina Department of Transportation to implement managed lanes in Charlotte.
- On January 4, 2016, the City Council's TAP Committee received and reviewed a report from staff describing the reasons for proceeding with a strategy of implementing HOT Lanes in and around Charlotte. The staff report summarizes information discussed by the TAP Committee at meetings held in September and November 2015.
- The Committee voted 3-2 (Lyles, Autry, and Phipps voted yes; Kinsey and Smith opposed) to support the report, which endorses the managed lane strategy.
- The purpose of tonight's presentation is to:
  - Provide a summary of the key conclusions reached last year;
  - Describe the main implications of not supporting the strategy; and
  - Provide information regarding the managed lanes strategy for Charlotte in relation to the upcoming Charlotte Regional Transportation Planning Organization's (CRTPO) vote on the Interstate-77 HOT Lanes project.

### Future Action

Direct the vote of Charlotte's CRTPO representative to affirm the current strategy to implement managed lanes.

### Attachment

Report to Mayor and Charlotte City Council on Implementation of Managed Lanes in Charlotte

## **Report to Mayor and Charlotte City Council On Implementation of Managed Lanes in Charlotte**

Presented to the Transportation and Planning Committee

**January 4, 2016**

### **Background**

On August 19, 2015 the Charlotte Regional Transportation Planning Organization (CRTPO) voted to adopt the FY 2016-2025 Transportation Improvement Program (TIP). The TIP includes funding for projects that would create a network of High-Occupancy Toll (HOT) Lanes in and around Charlotte. Specifically, funds were programmed to build, operate and maintain HOT lanes on I-77 North, US 74 (Independence), and I-485 South, as well as to undertake Design and Environmental Assessment for HOT lanes on I-77 South.

Based on concerns expressed particularly about the I-77 North project, in a letter dated September 1, 2015, former Mayor Dan Clodfelter asked City Council's Transportation and Planning Committee to discuss how managed lanes will function in Charlotte. A copy of that letter is included as Attachment 1.

Mayor Clodfelter directly asked for information about the following topics:

- 1) how design, operations, and funding decisions are made;
- 2) how these types of projects complement and support land use and transportation goals;
- 3) the roles of the City, NCDOT, and CRTPO in the decision making and planning process; and,
- 4) any policy or procedural matters for full Council consideration.

In response to Mayor Clodfelter's request, staff presented information to Council's Transportation and Planning Committee at their meetings held on September 14, September 24 and November 9.

### **Purpose:**

The purpose of this report is to provide a summary of the responses to the questions posed by Mayor Clodfelter and to present key recommendations for City Council to consider in regard to implementing a HOT lanes strategy in Charlotte and the region.

### **Definition and Purpose of Managed Lanes:**

High-Occupancy Toll (HOT) Lanes are one category of special lanes referred to as managed lanes. Managed lanes are built and operated, usually on Interstates or freeways, for these specific purposes:

1. Provide reliable travel times during rush hours for specific types of travelers
2. Encourage transit and ridesharing
3. Preserve future operating capacity
4. Use technology and pricing to allow flexible and efficient use of roadway capacity

Categories of managed lanes include HOV lanes, HOT lanes, toll lanes and express lanes. HOV lanes are intended to provide priority treatment for persons traveling in buses, vanpools and carpools.

HOT lanes are intended to achieve the same purpose as HOV lanes, but also to allow motorists willing to pay tolls to use the excess capacity that may be available. These are the types of lanes recommended to be built and operated in Charlotte. HOT lanes would be new lanes added to the freeways or interstates, and would provide the option of preferential service to bus riders, persons sharing rides, and motorists willing to pay the variable tolls in order to travel at 45 MPH (or faster) during peak hours.

### **History of Managed Lanes in Charlotte:**

The City of Charlotte's development strategy for approximately the past 20 years has depended on providing a variety of neighborhood densities and mixtures of land uses, linked with a variety of transportation choices. That combination of a growth framework (Centers, Corridors and Wedges), together with a comprehensive, multimodal network is intended to serve the future demand for transportation and preserve or enhance livability in our city.

As part of this multimodal strategy, in 2008 the Charlotte Department of Transportation, together with partners from NCDOT, SCDOT and the four metropolitan planning organizations in our bi-state region initiated the regional Managed Lanes Study.

In 2010, the Managed Lanes Study concluded with recommendations for HOT lanes to be implemented along I-77 (north and south), I-485 (south) and US74 (Independence). Those recommendations were then incorporated by CRTPO into their 2040 Metropolitan Transportation Plan, which was adopted in April 2014.

In 2011, 2012 and 2013 the metropolitan planning organization for Mecklenburg, Union and Iredell Counties voted to endorse and program funds for 3 variations of a HOT lanes project along I-77 north. Those nearly unanimous votes by the CRTPO were intended to convert the existing HOV lanes into HOT lanes in order to increase the use of the managed lanes and provide more effective options to avoid congestion.

While funds have been programmed to build and operate HOT lanes on I-77 North, US 74 (Independence) and I-485, the method selected by NCDOT to design, build, operate and maintain the HOT lanes on I-77 North is different from the other corridors. In order to accelerate

construction along a 26-mile section of I-77 and I-277, NCDOT decided to implement those HOT lanes using a public-private-partnership (P3). After reviewing the bids received, NCDOT selected a company for this project and entered into a 50-year operation and management agreement with that company.

**Discussions by the Transportation and Planning Committee:**

CDOT staff presented a variety of information to the Transportation and Planning Committee in response to Mayor Clodfelter’s letter, briefly summarized below:

**1. How are design, operations, and funding decisions made?**

The federally-designated metropolitan planning organization – in this case, the Charlotte Regional Transportation Planning Organization (CRTPO) – makes the decisions as to which projects should be funded and when. The sponsors of projects – in this case, NCDOT – select the method of designing, building or operating each project. However, since HOT lanes projects will be actively managed for years to come, other agencies including the Charlotte Department of Transportation (CDOT), are expected to participate in making adjustments to current or anticipated operational conditions.

**2. How do these types of projects complement and support the City’s land use and transportation goals?**

Charlotte is projected to continue to be one of the fastest-growing cities in the nation. The city’s population is expected to grow by 400,000 people in the next 20-25 years. Providing capacity for the approximately 1.5 million additional daily trips in vehicles that will be made by the City’s additional residents will need to be done differently in the future. There will not be new freeways built on new alignments, and the rights-of-way for several existing freeways are constrained. For those reasons, any new lanes added to the roadway network will need to maintain their capacity for many years into the future.

Expanding freeways by adding general purpose lanes has repeatedly failed to provide uncongested or reliable travel times in Charlotte and other fast-growing metropolitan areas in the US. The addition of managed lanes supports Charlotte’s adopted growth strategy (Centers, Corridors, and Wedges) and adopted area plans (i.e. Independence Area Plan) by expanding travel options, providing priority lanes for BRT/Express bus routes, and effectively managing peak periods of congestion along major corridors.

**3. The roles of the City, NCDOT, and CRTPO in the decision making and planning process.**

The Charlotte Regional Transportation Planning Organization (CRTPO) – makes the decisions as to which projects should be funded and when. The sponsor of project, in the case of I-77 North, NCDOT, selects the method of designing, building or operating each project. So far, CDOT and CRTPO staffs have worked with NCDOT through relatively informal arrangements to make design decisions (as to where vehicles can enter or exit from managed lanes, for example). Those arrangements have typically been applied to the planning, design and environmental assessment of projects built by NCDOT.

**4. Any policy or procedural matters for full Council consideration:**

Going forward, issues specific to HOT lanes projects will involve making ongoing decisions about who will be eligible to travel in the HOT lanes, who will or will not have to pay the tolls, what will be the correlation between the tolls charged and the congestion levels in the HOT lanes and the adjacent general purpose lanes, and what should be the hours of operation of the HOT lanes. For these reasons, a more formal agreement outlining how future decisions are made should be developed once key decisions are made about the HOT lanes strategy. The agreement would include:

- Design
- Operations
- Eligibility of Use
- Enforcement
- Customer Service

Governor McCrory has asked that the CRTPO either reaffirm the current strategy (to implement managed or HOT lanes) or reverse that decision (and delete the managed lanes projects from the adopted funding program). A copy of the Governor’s letter is included in Attachment 2. After the CRTPO votes on January 20, 2016 to respond to the Governor, City staff intends to work with staff from the NCDOT, CRTPO and other affected jurisdictions to recommend a more formal arrangement for making decisions about managed lanes.

**Conclusions/Staff Recommendation:** Adding general purpose (GP) lanes will not allow the region to keep up with the rapid growth we have experienced in the past, are experiencing now, and will continue to experience in the foreseeable future. Adding 1 or 2 GP lanes in each direction in Charlotte will provide only temporary relief. The physical space necessary to keep widening freeways is either no longer available in Charlotte or would be extraordinarily costly to purchase and disruptive to surrounding businesses and residents. For these reasons, any additional capacity added to the freeways needs to be sustainable and effective for far longer than 5-15 years.

We need to encourage more express bus service and ridership, as well as more ridesharing trips. The Red Line and Silver Line transit projects will not be operating for many years near either I-77 or US 74, respectively. We also need to use I-485 as a guideway for express buses and vanpools, because no rapid transit line is proposed for that corridor.

Based on 20 years of actual experience in other cities in the US, HOT lanes will achieve these purposes:

1. Provide reliable travel times based on maintaining operating speeds of at least 45MPH
2. Allow free access to CATS buses and CATS-sponsored vanpools, and carpools carrying 3 or more persons
3. Allow free access to emergency responders (police, fire, ambulances)
4. Allow free access to motorcycles (as required by federal law)
5. Allow access based on congestion pricing to carpools carrying 2 persons, persons traveling alone, or single-axle trucks.

### **Guiding Principles:**

- Charlotte supports providing increased capacity on I-77, US 74 (Independence), and I-485 (South) done in a manner that mitigates congestion for priority modes - buses, vanpools, carpools, and emergency vehicles;
- Charlotte supports making the excess, additional capacity available through tolls for non-priority vehicles; but Charlotte does not support tolls for buses, vanpools, carpools, and emergency vehicles;
- Charlotte supports congestion pricing for non-priority vehicles;
- Charlotte does not support adding general purpose lanes that would not be sustainable and quickly return to a congested situation;
- Charlotte encourages NCDOT to fully address the questions that have been raised about the I-77 P3 project and to fully explain the consequences of cancelling the contract with I-77 Mobility Partners; and
- Charlotte does not support the elimination or delay of construction of additional capacity for priority vehicles on I-77 North.

### **Next Steps**

- After today's meeting, this summary report will be presented to full Council on January 11.
- On January 11, Council is scheduled to vote to direct the vote of the City's CRTPO representative.



## MEMO

September 1, 2015

**TO:** Vi Lyles, Council Member and Chair, Transportation and Planning Committee  
David Howard, Council Member and Vice Chair, Transportation and Planning Committee  
Pasty Kinsey, Council Member and Transportation and Planning Committee  
Gregg Phipps, Council Member and Transportation and Planning Committee  
Kenny Smith, Council Member and Transportation and Planning Committee

**FROM:** Dan Clodfelter, Mayor

**RE:** Referral of HOT Lanes to Transportation and Planning Committee

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On August 19, the Charlotte Regional Transportation Planning Organization (CRTPO) voted to adopt the FY2016-2025 Transportation Improvement Program (TIP). The TIP includes funding for projects to build and operate High-Occupancy Toll (HOT) Lanes on I-77 North, US 74 (Independence), and I-485, as well as to undertake Design and Environmental Assessment for I-77 South.

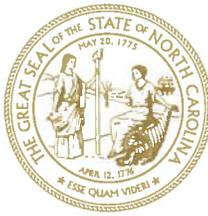
Although the discussion of the I-77 project received a great deal of attention from the media, the other two projects in Charlotte's sphere of influence - US 74 (Independence) and I-485 - are equally important and warrant further discussion and clarification about how they will operate. As such, I am referring High Occupancy Toll Lanes to the Transportation and Planning Committee for further discussion.

Specifically I am asking the Transportation and Planning Committee to discuss how HOT lanes will function in Charlotte. This would include a discussion of how design, operations, and funding decisions are made, how these types of projects complement and support land use and transportation goals, the roles of City, NCDOT, and CRTPO in the decision making and planning process, and lastly any policy or procedural matters for full Council consideration.

I understand the next meeting of Council's Transportation and Planning Committee is scheduled for September 14. I am requesting the chair add this referral to the next meeting agenda. My expectation is that the Committee will provide a detailed report back to full Council sometime in November, 2015.

Thanks.

CC: Michael Barnes, Mayor Pro Tem  
Al Austin, Council Member  
LaWanna Mayfield, Council Member  
John Autry, Council Member  
Ed Driggs, Council Member  
Claire Fallon, Council Member  
Ron Carlee, City Manager  
Debra Campbell, Assistant City Manager  
Danny Pleasant, Director, CDOT



**STATE OF NORTH CAROLINA  
OFFICE OF THE GOVERNOR**

PAT McCRORY  
GOVERNOR

December 14, 2015

The Honorable James P. Taylor, Mayor  
Town of Matthews  
232 Matthews Station Street  
Matthews, NC 28105

The Honorable Michael Johnson, Mayor Pro Tempore  
Town of Statesville  
PO Box 1111  
Statesville, NC 28687-1111

Dear Chairman Taylor, Vice Chair Johnson, and Members of the Charlotte Regional Transportation Planning Organization,

Thank you for your important work creating a long-term infrastructure strategy for your region to promote safety, mitigate congestion, and foster continued economic growth.

As you know, there have been recent statements and media attention focused on a single project. Most people are not aware that there are multiple projects included in the 10-year regional transportation plan approved by local elected officials through your organization.

**I am writing to ensure that everyone fully and clearly understands the issue at hand and ask that the Charlotte Regional Transportation Planning Organization either reaffirm the current strategy for the Charlotte metropolitan region at your next meeting *or* reverse your previous decision and set in motion the necessary steps to create a new regional transportation plan.**

Stopping any project that has already started has significant ramifications that must be understood and accounted for. If the strategy of using optional toll lanes is no longer supported by your regional transportation planning organization, a new regional transportation plan would have to be created because there are four projects in the current plan that would be affected.

As background, the current plan that the state is executing is based on a long-term strategy for your region that was approved by your metropolitan planning organization, which has representatives of all the local elected bodies. This strategy was created with public input and the goal of achieving the best long-term strategy to mitigate congestion for the region. This strategy took seven years to move from concept to project implementation, starting long before the current administration.

As you are well aware, the primary discussion around the Charlotte metropolitan regional strategy has been the I-77 project for optional toll lanes. These optional lanes, for which no current general purpose lanes will be converted to toll lanes, are part of a regional plan that was approved by the region's elected officials serving on the regional transportation planning organization with public input. In addition, the current plan also includes optional toll lanes for US-74/Independence Blvd., a segment of I-485, and I-77 south of Charlotte. These optional toll lanes are just one component of a regional strategy that took years of careful analysis by local elected officials who served on the regional transportation planning organization before gaining state and federal approval.

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The following are the primary ramifications of reversing the current course:

*The creation of a new regional strategy and project plan would be required:* Any changes to the plan must go through several layers of approval and public involvement. You would need to come up with a new plan that meets Federal Highway Administration standards and can be approved by the North Carolina Board of Transportation. This process would necessitate identifying the projects in your current long-term plan you want to include in the next 10 years. This set of projects would have to be analyzed for air quality conformity and then individual projects will have to be scored through the prioritization process.

*Funding availability for the Charlotte metropolitan region would be reduced:* The funds expended already on the I-77 optional toll lanes project would obviously not be available for programming for future projects. In addition, breaking the contract would entail reimbursing the contractor for costs incurred, including both self-performed work and damages for sub-contracts into which they entered.

If there is a “market value” component to the ultimate cost for cancelling the contract, which can only be determined after such an action was taken, those funds would also not be available for programming on transportation projects. Also, the \$145 million in bonus funds allocated to the region because of the additional toll lanes project would be redirected to projects across the state (divided among statewide, regional, and division level allocation) and most of that money would likely not be returned to the Charlotte metropolitan region.

In addition, it is unclear what effect reversing the current strategy and terminating the contract would have on actual funding available to the region and this would need to be brought before the General Assembly. Voluntarily incurring such a cost does not have a precedent and we would have to work through funding and other implications with the General Assembly. If the current strategy is reversed, we anticipate the legislature could ask for the locality to absorb the costs in some manner.

This administration has worked hard ensure that future investments are made based on local initiative, transparent decision making, and diversified revenue streams – not based on mandates from Raleigh. Our top priority is to create a strong strategy to improve safety, mitigate congestion and prepare the entire state for economic growth.

In closing, while the current plan for the Charlotte metropolitan area was created through intense study and planning, the state will follow the lead of the local elected officials who serve on the regional transportation planning organization. The local planning organization must decide whether the Charlotte metropolitan region will reaffirm or reverse the current approved regional strategy. We strongly encourage you to make this decision at your next meeting. Please reach out to NC DOT if you have any additional questions or need help as you go through this process.

Sincerely,



Governor Pat McCrory

cc: CRTPO Members  
Secretary Nick Tennyson, NC Department of Transportation  
Mr. Fred Steen



**Agenda Date:** 1/11/2016

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**Agenda #:** 3. **File #:** 15-2197 **Type:** Dinner Briefing

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## **Fiscal Year 2015 Comprehensive Annual Financial Report and External Audit**

### **Staff Resource(s):**

Randy Harrington, Management & Financial Services  
Robert Campbell, Management & Financial Services  
Teresa Smith, Management & Financial Services  
Eddie Burke, Cherry Bekaert LLP

**Time:** 30 minutes

### **Explanation**

- The Comprehensive Annual Financial Report (CAFR) is a summary of the City's financial results and position at the end of each fiscal year in accordance with state law and the standard framework for financial accounting. Staff will present highlights of the Fiscal Year 2015 Report.
- As required by state law, the City's fiscal year financial statements are audited by an independent, external auditor. Cherry Bekaert LLP will present the Audit Report.
- The City Council Governance & Accountability Committee received a preliminary briefing on the external audit at its meeting on November 23, 2015.
- Following the presentation, the Fiscal Year 2015 Comprehensive Annual Financial Report can be viewed online at <http://charmeck.org/city/charlotte/Finance>.

### **Future Action**

The presentation is for information purposes only.



**Agenda Date:** 1/11/2016

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**Agenda #:** 4. **File #:** 15-2212 **Type:** Dinner Briefing

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## **Answers to Mayor and Council Consent Item Questions**

**Staff Resource(s):**

Hyong Yi, City Manager's Office

**Time:** 10 minutes

**Synopsis**

Staff responses to questions from the beginning of the dinner meeting.



**Agenda Date:** 1/11/2016

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**Agenda #:** 5. **File #:** 15-2251 **Type:** Awards and Recognitions

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## **Mentoring Month Proclamation**

Mayor Roberts will read a proclamation recognizing January 2016 as Mentoring Month.



**Agenda Date:** 1/11/2016

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**Agenda #:** 6. **File #:** 15-2142 **Type:** Awards and Recognitions

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## **Human Trafficking Awareness Month Proclamation**

Mayor Roberts will read a proclamation recognizing January 2016 as Human Trafficking Awareness Month.



**Agenda Date:** 1/11/2016

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**Agenda #:** 7. **File #:** 15-2250 **Type:** Awards and Recognitions

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## **Recognition of Johnson C. Smith University Coach Steve Joyner**

Mayor Roberts will recognize Coach Steve Joyner of Johnson C. Smith University for his 500th basketball win.



**Agenda Date:** 1/11/2016

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**Agenda #:** 8. **File #:** 15-2178 **Type:** Awards and Recognitions

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**Recognition of Mr. Aaron McKeithan, Jr., Historic West End Neighborhood Association**

Mr. McKeithan, president of the Historic West End Neighborhood Association, will be recognized and presented with a plaque for his tireless work in this role from 2002-2015.



**Agenda Date:** 1/11/2016

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**Agenda #:** 9.**File #:** 15-2177 **Type:** Awards and Recognitions

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## **Charlotte Water recognized with State, Regional, and National Awards**

Mayor Roberts and the City Council will recognize Charlotte Water for their recent awards and their leadership in the water and wastewater industries.



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date: 1/11/2016**

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**Agenda #:** 10.**File #:** 15-2213 **Type:** Consent Item

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**Consent agenda items 22 through 53 may be considered in one motion except for those items removed by a Council member. Items are removed by notifying the City Clerk.**

Consideration of Consent Items shall occur in the following order:

- A. Consideration of Consent Items that have not been pulled, and
- B. Consider of Consent Items with citizens signed up to speak to the item.



**Agenda Date:** 1/11/2016

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**Agenda #:** 11.**File #:** 15-2103 **Type:** Public Hearing Item

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**Public Hearing on a Resolution to Close a Portion of N. Pine Street**

**Action:**

- A. Conduct a public hearing to close a portion of N. Pine Street, and**
  
- B. Adopt a resolution to close a portion of N. Pine Street.**

**Staff Resource(s):**

Jeff Boenisch, Transportation

**Explanation**

- North Carolina General Statute 160A-299 outlines the procedures for permanently closing streets and alleys.
- The Charlotte Department of Transportation received a petition to abandon public right-of-way and requests this City Council action in accordance with the statute.
- The action removes land from public right-of-way status and attaches it to the adjacent property.
- The attached resolution refers to exhibits and metes and bounds descriptions that are available in the City Clerk's Office.
- The portion of N. Pine Street is located in Council District 2.

**Petitioners**

The EB Property Company, LLC & C/O Robert Mason III - Mr. Collin Brown

**Right-of-Way to be Abandoned**

N. Pine Street is located northeast of W. 12<sup>th</sup> Street, near the Interstate-277 and N. Graham Street junction.

**Reason**

The petitioner is vested with title to the real property that is located adjacent to the portion of N. Pine Street. The abandonment of a portion of N. Pine Street will enable the petitioner to reassemble the abutting property in order to create a more viable tract of land for future development.

**Notification**

As part of the City's notification process, and in compliance with North Carolina General Statute 160A-299, the Charlotte Department of Transportation submitted this abandonment petition for review by the public and City Departments.

Adjoining property owner(s) - All abutting property is owned by petitioner.

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**Agenda #: 11. File #: 15-2103 Type: Public Hearing Item**

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Neighborhood/Business Association(s) - There are no known active neighborhood or business associations located within the immediate area of this portion of N. Pine Street.

Private Utility Companies - No objections

City Departments

Review by City departments identified no apparent reason this closing would:

- Be contrary to the public interest;
- Deprive any individual(s) owning property in the vicinity of reasonable means of ingress and egress to his property as outlined in the statutes; and
- Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.

**Attachment**

Map  
Resolution



**CITY OF CHARLOTTE**  
**DEPARTMENT OF TRANSPORTATION**  
 Development Services Division

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Right-of-Way Abandonment  
 Petition 2015-15

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Right-of-Way Abandonment Area

A portion of N. Pine Street

RESOLUTION CLOSING A PORTION OF N. PINE STREET IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

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WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a portion of N. Pine Street, which calls for a public hearing on the question; and

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a portion of N. Pine Street to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

WHEREAS, the public hearing was held on the 11<sup>th</sup> day of January, 2016, and City Council determined that the closing of a portion of N. Pine Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of January 11, 2016, that the Council hereby orders the closing of a portion of N. Pine Street in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A", and is more particularly described by metes and bounds in the document marked "Exhibit B", all of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.



**Agenda Date:** 1/11/2016

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**Agenda #:** 12.**File #:** 15-2105 **Type:** Public Hearing Item

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**Public Hearing on a Resolution to Close a Portion of N. Myers Street and E. 13<sup>th</sup> Street**

**Action:**

- A. Conduct a public hearing to close a portion of N. Myers Street and E. 13th Street, and**
  
- B. Adopt a resolution to close a portion of N. Myers Street and E. 13<sup>th</sup> Street.**

**Staff Resource(s):**

Jeff Boenisch, Transportation

**Explanation**

- North Carolina General Statute 160A-299 outlines the procedures for permanently closing streets and alleys.
- The Charlotte Department of Transportation received a petition to abandon public right-of-way and requests this City Council action in accordance with the statute.
- The action removes land from public right-of-way status and attaches it to the adjacent property.
- The attached resolution refers to exhibits and metes and bounds descriptions that are available in the City Clerk's Office.
- The portion of N. Myers Street and E. 13th Street are located in Council District 1.

**Petitioners**

Duke Energy Carolinas, LLC

**Right-of-Way to be Abandoned**

N. Myers Street and E. 13<sup>th</sup> Street are located southwest of Belmont Avenue, adjacent to the Little Sugar Creek Greenway.

**Reason**

The petitioner and Mecklenburg County are both vested with title to the real property that is located adjacent to the portion of N. Myers and E. 13<sup>th</sup> Street. The abandonment of a portion of N. Myers Street and E. 13<sup>th</sup> Street will enable both the petitioner and the County to reassemble the abutting property in order to accommodate future land use needs.

**Notification**

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**Agenda #: 12.File #: 15-2105 Type: Public Hearing Item**

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As part of the City's notification process, and in compliance with North Carolina General Statute 160A-299, the Charlotte Department of Transportation submitted this abandonment petition for review by the public and City Departments.

Adjoining property owner(s)

Mecklenburg County - No objections

Neighborhood/Business Association(s)

Belmont Neighborhood Association - Notified/ No comments

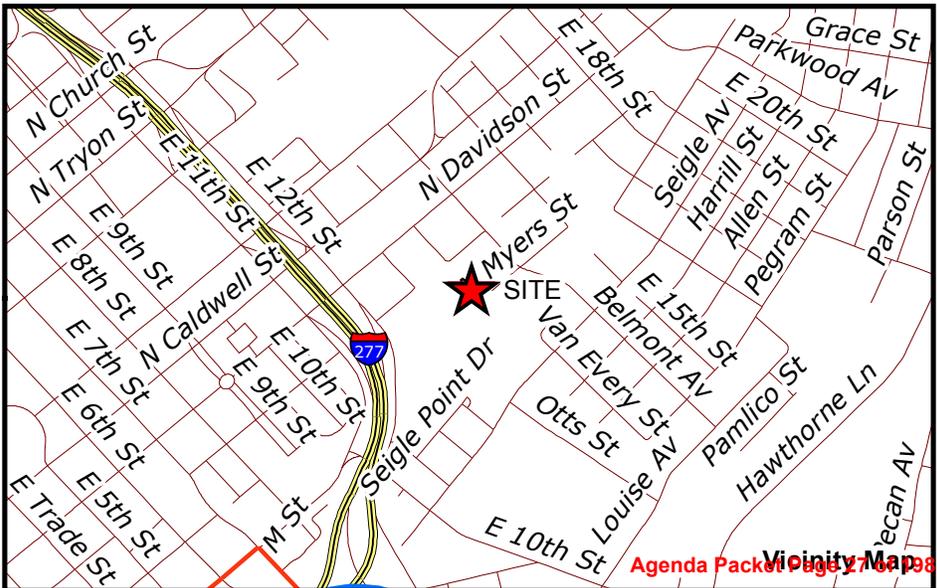
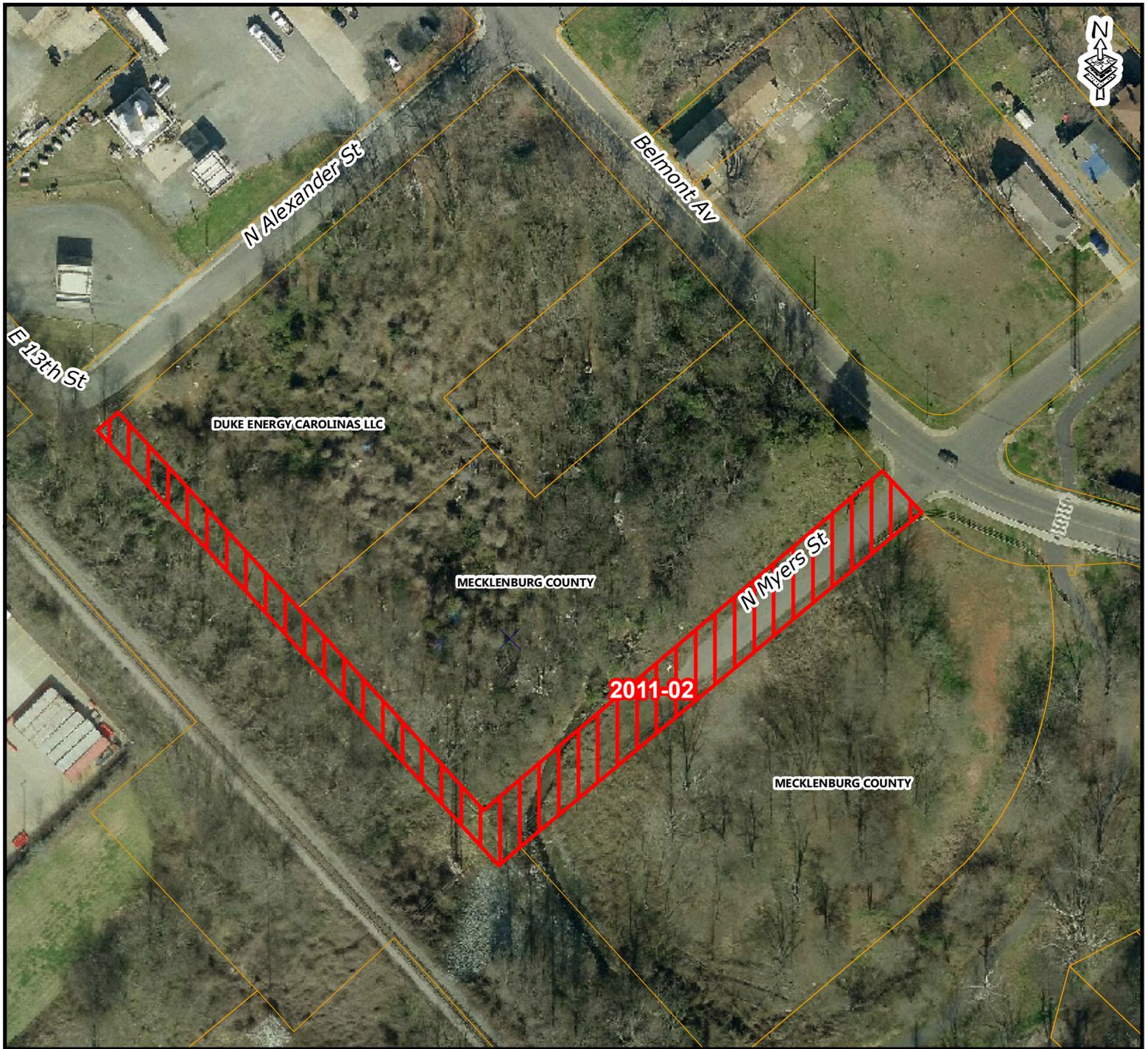
Private Utility Companies - No objections

City Departments

- Review by City departments identified no apparent reason this closing would:
  - Be contrary to the public interest;
  - Deprive any individual(s) owning property in the vicinity of reasonable means of ingress and egress to his property as outlined in the statutes; and
  - Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.

**Attachment**

Map  
Resolution



**CITY OF CHARLOTTE**  
**DEPARTMENT OF TRANSPORTATION**  
 Development Services Division

Right-of-Way Abandonment  
 Petition 2011-02

Right-of-Way Abandonment Area

A portion of N. Myers  
 and E. 13th Street

RESOLUTION CLOSING A PORTION OF N. MYERS STREET AND E. 13<sup>TH</sup> STREET IN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, NORTH CAROLINA

---

WHEREAS, pursuant to the provisions of Chapter 160A-299 of the General Statutes of North Carolina, the City Council has caused to be published a Resolution of Intent to close a portion of N. Myers Street and E. 13<sup>th</sup> Street, which calls for a public hearing on the question; and,

WHEREAS, the petitioner has caused a copy of the Resolution of Intent to close a portion of N. Myers Street and E. 13<sup>th</sup> Street to be sent by registered or certified mail to all owners of property adjoining the said street and prominently posted a notice of the closing and public hearing in at least 2 places along said street or alley, all as required by G.S. 160A-299; and

WHEREAS, the city may reserve its right, title, and interest in any utility improvement or easement within a street closed pursuant to G.S. 160A-299; and

WHEREAS, an easement shall be reserved in favor of Charlotte-Mecklenburg Utilities and Duke Energy over, upon, and under the area petitioned to be abandoned for ingress, egress, and regress to access its existing facilities for the installation, maintenance, replacement, and repair of water lines, sewer lines, conduit, and related equipment, as shown on the attached maps marked "Exhibit A-1 and A-2"; and

WHEREAS, the public hearing was held on the 11<sup>th</sup> day of January, 2016, and City Council determined that the closing of a portion of N. Myers Street and E. 13<sup>th</sup> Street is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of January 11, 2016, that the Council hereby orders the closing of a portion of N. Myers Street and E. 13<sup>th</sup> Street in the City of Charlotte Mecklenburg County, North Carolina as shown in the maps marked "Exhibit A-1 and A-2", and is more particularly described by metes and bounds in the documents marked "Exhibit B-1 and B-2", all of which are attached hereto and made a part hereof.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be filed in the Office of the Register of Deeds for Mecklenburg County, North Carolina.



**Agenda Date:** 1/11/2016

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**Agenda #:** 13.**File #:** 15-2266 **Type:** Public Hearing Item

---

## **Managed Lanes Strategy for Charlotte**

### **Action:**

- A. Hold a public hearing to receive comments on the managed lanes strategy and the vote of Charlotte’s representative at the next meeting of the Charlotte Regional Transportation Planning Organization,**
  
- B. Approve the Transportation and Planning Committee’s recommendations to endorse the managed lanes strategy, and**
  
- C. Direct the Charlotte representative’s vote to affirm the current strategy to implement Managed Lanes at the Charlotte Regional Transportation Planning Organization meeting.**

### **Committee Chair:**

Vi Lyles

### **Staff Resource(s):**

Danny Pleasant, Transportation

Norm Steinman, Transportation

### **Explanation**

#### Action A

- The City Council will receive public comments on the staff report that was presented and approved by the Transportation and Planning Committee, which endorses implementation of managed lanes in Charlotte.

#### Action B

- On September 1, 2015, former Mayor Dan Clodfelter referred the topic of managed lanes to the Transportation and Planning (TAP) Committee to specifically discuss how High Occupancy Toll (HOT) Lanes will function in Charlotte.
- The TAP Committee received presentations related to HOT Lanes on three separate occasions. The presentation topics included:
  - How design, operations, and funding decisions are made;
  - How these types of projects complement and support land use and transportation goals;
  - Roles of the City, North Carolina Department of Transportation (NCDOT), and Charlotte

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**Agenda #: 13.File #: 15-2266 Type: Public Hearing Item**

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Regional Transportation Planning Organization (CRTPO) in the decision making and planning process, and

- Any policy or procedural matters for full City Council consideration.
- On January 4, 2016, Charlotte Department of Transportation staff presented their final report and recommendations, as attached, to the TAP Committee for discussion and consideration.
- The Committee voted 3-2 (Lyles, Autry, and Phipps voted yes; Kinsey and Smith opposed) to recommend the following statements:
  - Adding general purpose lanes will not allow the region to keep up with the rapid growth we have experienced in the past, are experiencing now, and will continue to experience in the foreseeable future.
  - Adding 1 or 2 general purpose lanes in each direction in Charlotte will provide only temporary relief. The physical space necessary to keep widening freeways is either no longer available in Charlotte or would be extraordinarily costly to purchase and disruptive to surrounding businesses and residents.
  - Any additional capacity added to the freeways needs to be sustainable and effective for far longer than 5-15 years.
  - We should encourage more express bus service and ridership, as well as more ridesharing trips. The Red Line and Silver Line transit projects will not be operating for many years near either Interstate-77 or U.S. 74, respectively. We also need to use Interstate-485 as a guideway for express buses and vanpools, because no rapid transit line is proposed for that corridor.
  - Based on 20 years of actual experience in other cities in the U.S., HOT Lanes should achieve these purposes:
    - Provide reliable travel times based on maintaining operating speeds of at least 45 miles per hour;
    - Allow free access to CATS buses and CATS-sponsored vanpools, and carpools carrying 3 or more persons;
    - Allow free access to emergency responders (police, fire, ambulances);
    - Allow free access to motorcycles (as required by federal law); and
    - Allow access to automobiles with less than 3 passengers and single-axle trucks willing to pay a toll, established using a congestion pricing methodology.
  - Going forward, issues involved with HOT Lanes projects will involve making ongoing decisions about who will be eligible to travel in the HOT Lanes, who will or will not have to pay the tolls, what the correlation will be between the tolls charged and the congestion levels in the HOT Lanes and the adjacent General Purpose Lanes, and what hours of operation should be applied to the HOT lanes.
  - For these reasons, a more formal agreement outlining how future operational decisions are made should be developed once key decisions are made about the HOT Lanes strategy. These decisions would include:
    - Design,
    - Operations,
    - Eligibility of Use,
    - Enforcement, and
    - Customer Service.

Action C

- On December 14, 2015, Governor Patrick McCrory asked the CRTPO to vote to reaffirm or reverse the Charlotte metropolitan region's managed lanes strategy.
- On January 20, 2016, the CRTPO will vote to reaffirm or reverse the regional managed lanes strategy.
- Action C will direct Charlotte City Council's representative on the CRTPO to vote to affirm the Charlotte region's support of a managed lane strategy at the CRTPO meeting on January 20, 2016.

**Implications of Reversing the Strategy**

- If the regional managed lanes strategy is reversed, the following will occur:
  - Additional capacity and the ability to provide express transit service along Interstate-77 would be forfeited.
  - Financial penalties ranging from \$80-\$300 million would be owed to the concessionaire.
  - As per the Governor's letter, he anticipates the General Assembly could ask local governments to absorb the costs of the penalties in some manner. This could include reductions to transportation funds, sales taxes, and/or other funding sources.
  - The State Board of Transportation might lose confidence in the Charlotte region, and the other managed lanes projects could fail to receive support or funding.
  - Alternative plans for additional capacity would be set back many years, effectively resulting in no additional capacity for already congested critical corridors (Interstate-485, U.S. 74 (Independence), and Interstate-77 South), and
  - Charlotte would lose the long-term strategy for developing a network of travel lanes that offer reliable travel times along the region's critical travel corridors.

**Background**

- The managed lanes strategy was conceived from a regional, multi-jurisdictional effort that produced three managed lanes studies.
- The regional managed lanes studies recommended building HOT Lanes in the Interstate-77 North, U.S. 74 (Independence), and Interstate-485 South corridors.
- In July 2011, the CRTPO (formerly Mecklenburg Union Metropolitan Planning Organization) took action to amend the 2035 Long-Range Transportation Plan, to include projects consistent with the recommendations of the managed lanes studies.
- In June 2012, May 2013, and April 2014, the CRTPO voted to reaffirm the managed lanes strategy for I-77 North.
- On August 19, 2015 the CRTPO voted to adopt the 2016-2025 Transportation Investment Plan, which included funds to create a network of HOT Lanes in and around Charlotte.
- Through the implementation of the State Transportation Improvement Program, NCDOT developed a public/private partnership strategy to advance the Interstate-77 North HOT Lanes project identified in the 2040 Metropolitan Transportation Plan.
- On June 26, 2014, NCDOT entered into a contract with Interstate-77 Mobility Partners, LLC (Cintra) to design, build, finance, operate, and maintain HOT Lanes along 26 miles of Interstate-77 North from Interstate-277 to just north of Exit 36 in Mooresville.

**Attachment**

Report to Mayor and Charlotte City Council on Implementation of Managed Lanes in Charlotte

## **Report to Mayor and Charlotte City Council On Implementation of Managed Lanes in Charlotte**

Presented to the Transportation and Planning Committee

**January 4, 2016**

### **Background**

On August 19, 2015 the Charlotte Regional Transportation Planning Organization (CRTPO) voted to adopt the FY 2016-2025 Transportation Improvement Program (TIP). The TIP includes funding for projects that would create a network of High-Occupancy Toll (HOT) Lanes in and around Charlotte. Specifically, funds were programmed to build, operate and maintain HOT lanes on I-77 North, US 74 (Independence), and I-485 South, as well as to undertake Design and Environmental Assessment for HOT lanes on I-77 South.

Based on concerns expressed particularly about the I-77 North project, in a letter dated September 1, 2015, former Mayor Dan Clodfelter asked City Council's Transportation and Planning Committee to discuss how managed lanes will function in Charlotte. A copy of that letter is included as Attachment 1.

Mayor Clodfelter directly asked for information about the following topics:

- 1) how design, operations, and funding decisions are made;
- 2) how these types of projects complement and support land use and transportation goals;
- 3) the roles of the City, NCDOT, and CRTPO in the decision making and planning process; and,
- 4) any policy or procedural matters for full Council consideration.

In response to Mayor Clodfelter's request, staff presented information to Council's Transportation and Planning Committee at their meetings held on September 14, September 24 and November 9.

### **Purpose:**

The purpose of this report is to provide a summary of the responses to the questions posed by Mayor Clodfelter and to present key recommendations for City Council to consider in regard to implementing a HOT lanes strategy in Charlotte and the region.

### **Definition and Purpose of Managed Lanes:**

High-Occupancy Toll (HOT) Lanes are one category of special lanes referred to as managed lanes. Managed lanes are built and operated, usually on Interstates or freeways, for these specific purposes:

1. Provide reliable travel times during rush hours for specific types of travelers
2. Encourage transit and ridesharing
3. Preserve future operating capacity
4. Use technology and pricing to allow flexible and efficient use of roadway capacity

Categories of managed lanes include HOV lanes, HOT lanes, toll lanes and express lanes. HOV lanes are intended to provide priority treatment for persons traveling in buses, vanpools and carpools.

HOT lanes are intended to achieve the same purpose as HOV lanes, but also to allow motorists willing to pay tolls to use the excess capacity that may be available. These are the types of lanes recommended to be built and operated in Charlotte. HOT lanes would be new lanes added to the freeways or interstates, and would provide the option of preferential service to bus riders, persons sharing rides, and motorists willing to pay the variable tolls in order to travel at 45 MPH (or faster) during peak hours.

### **History of Managed Lanes in Charlotte:**

The City of Charlotte's development strategy for approximately the past 20 years has depended on providing a variety of neighborhood densities and mixtures of land uses, linked with a variety of transportation choices. That combination of a growth framework (Centers, Corridors and Wedges), together with a comprehensive, multimodal network is intended to serve the future demand for transportation and preserve or enhance livability in our city.

As part of this multimodal strategy, in 2008 the Charlotte Department of Transportation, together with partners from NCDOT, SCDOT and the four metropolitan planning organizations in our bi-state region initiated the regional Managed Lanes Study.

In 2010, the Managed Lanes Study concluded with recommendations for HOT lanes to be implemented along I-77 (north and south), I-485 (south) and US74 (Independence). Those recommendations were then incorporated by CRTPO into their 2040 Metropolitan Transportation Plan, which was adopted in April 2014.

In 2011, 2012 and 2013 the metropolitan planning organization for Mecklenburg, Union and Iredell Counties voted to endorse and program funds for 3 variations of a HOT lanes project along I-77 north. Those nearly unanimous votes by the CRTPO were intended to convert the existing HOV lanes into HOT lanes in order to increase the use of the managed lanes and provide more effective options to avoid congestion.

While funds have been programmed to build and operate HOT lanes on I-77 North, US 74 (Independence) and I-485, the method selected by NCDOT to design, build, operate and maintain the HOT lanes on I-77 North is different from the other corridors. In order to accelerate

construction along a 26-mile section of I-77 and I-277, NCDOT decided to implement those HOT lanes using a public-private-partnership (P3). After reviewing the bids received, NCDOT selected a company for this project and entered into a 50-year operation and management agreement with that company.

**Discussions by the Transportation and Planning Committee:**

CDOT staff presented a variety of information to the Transportation and Planning Committee in response to Mayor Clodfelter’s letter, briefly summarized below:

**1. How are design, operations, and funding decisions made?**

The federally-designated metropolitan planning organization – in this case, the Charlotte Regional Transportation Planning Organization (CRTPO) – makes the decisions as to which projects should be funded and when. The sponsors of projects – in this case, NCDOT – select the method of designing, building or operating each project. However, since HOT lanes projects will be actively managed for years to come, other agencies including the Charlotte Department of Transportation (CDOT), are expected to participate in making adjustments to current or anticipated operational conditions.

**2. How do these types of projects complement and support the City’s land use and transportation goals?**

Charlotte is projected to continue to be one of the fastest-growing cities in the nation. The city’s population is expected to grow by 400,000 people in the next 20-25 years. Providing capacity for the approximately 1.5 million additional daily trips in vehicles that will be made by the City’s additional residents will need to be done differently in the future. There will not be new freeways built on new alignments, and the rights-of-way for several existing freeways are constrained. For those reasons, any new lanes added to the roadway network will need to maintain their capacity for many years into the future.

Expanding freeways by adding general purpose lanes has repeatedly failed to provide uncongested or reliable travel times in Charlotte and other fast-growing metropolitan areas in the US. The addition of managed lanes supports Charlotte’s adopted growth strategy (Centers, Corridors, and Wedges) and adopted area plans (i.e. Independence Area Plan) by expanding travel options, providing priority lanes for BRT/Express bus routes, and effectively managing peak periods of congestion along major corridors.

**3. The roles of the City, NCDOT, and CRTPO in the decision making and planning process.**

The Charlotte Regional Transportation Planning Organization (CRTPO) – makes the decisions as to which projects should be funded and when. The sponsor of project, in the case of I-77 North, NCDOT, selects the method of designing, building or operating each project. So far, CDOT and CRTPO staffs have worked with NCDOT through relatively informal arrangements to make design decisions (as to where vehicles can enter or exit from managed lanes, for example). Those arrangements have typically been applied to the planning, design and environmental assessment of projects built by NCDOT.

**4. Any policy or procedural matters for full Council consideration:**

Going forward, issues specific to HOT lanes projects will involve making ongoing decisions about who will be eligible to travel in the HOT lanes, who will or will not have to pay the tolls, what will be the correlation between the tolls charged and the congestion levels in the HOT lanes and the adjacent general purpose lanes, and what should be the hours of operation of the HOT lanes. For these reasons, a more formal agreement outlining how future decisions are made should be developed once key decisions are made about the HOT lanes strategy. The agreement would include:

- Design
- Operations
- Eligibility of Use
- Enforcement
- Customer Service

Governor McCrory has asked that the CRTPO either reaffirm the current strategy (to implement managed or HOT lanes) or reverse that decision (and delete the managed lanes projects from the adopted funding program). A copy of the Governor's letter is included in Attachment 2. After the CRTPO votes on January 20, 2016 to respond to the Governor, City staff intends to work with staff from the NCDOT, CRTPO and other affected jurisdictions to recommend a more formal arrangement for making decisions about managed lanes.

**Conclusions/Staff Recommendation:** Adding general purpose (GP) lanes will not allow the region to keep up with the rapid growth we have experienced in the past, are experiencing now, and will continue to experience in the foreseeable future. Adding 1 or 2 GP lanes in each direction in Charlotte will provide only temporary relief. The physical space necessary to keep widening freeways is either no longer available in Charlotte or would be extraordinarily costly to purchase and disruptive to surrounding businesses and residents. For these reasons, any additional capacity added to the freeways needs to be sustainable and effective for far longer than 5-15 years.

We need to encourage more express bus service and ridership, as well as more ridesharing trips. The Red Line and Silver Line transit projects will not be operating for many years near either I-77 or US 74, respectively. We also need to use I-485 as a guideway for express buses and vanpools, because no rapid transit line is proposed for that corridor.

Based on 20 years of actual experience in other cities in the US, HOT lanes will achieve these purposes:

1. Provide reliable travel times based on maintaining operating speeds of at least 45MPH
2. Allow free access to CATS buses and CATS-sponsored vanpools, and carpools carrying 3 or more persons
3. Allow free access to emergency responders (police, fire, ambulances)
4. Allow free access to motorcycles (as required by federal law)
5. Allow access based on congestion pricing to carpools carrying 2 persons, persons traveling alone, or single-axle trucks.

### **Guiding Principles:**

- Charlotte supports providing increased capacity on I-77, US 74 (Independence), and I-485 (South) done in a manner that mitigates congestion for priority modes - buses, vanpools, carpools, and emergency vehicles;
- Charlotte supports making the excess, additional capacity available through tolls for non-priority vehicles; but Charlotte does not support tolls for buses, vanpools, carpools, and emergency vehicles;
- Charlotte supports congestion pricing for non-priority vehicles;
- Charlotte does not support adding general purpose lanes that would not be sustainable and quickly return to a congested situation;
- Charlotte encourages NCDOT to fully address the questions that have been raised about the I-77 P3 project and to fully explain the consequences of cancelling the contract with I-77 Mobility Partners; and
- Charlotte does not support the elimination or delay of construction of additional capacity for priority vehicles on I-77 North.

### **Next Steps**

- After today's meeting, this summary report will be presented to full Council on January 11.
- On January 11, Council is scheduled to vote to direct the vote of the City's CRTPO representative.



## MEMO

September 1, 2015

**TO:** Vi Lyles, Council Member and Chair, Transportation and Planning Committee  
David Howard, Council Member and Vice Chair, Transportation and Planning Committee  
Pasty Kinsey, Council Member and Transportation and Planning Committee  
Gregg Phipps, Council Member and Transportation and Planning Committee  
Kenny Smith, Council Member and Transportation and Planning Committee

**FROM:** Dan Clodfelter, Mayor

**RE:** Referral of HOT Lanes to Transportation and Planning Committee

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On August 19, the Charlotte Regional Transportation Planning Organization (CRTPO) voted to adopt the FY2016-2025 Transportation Improvement Program (TIP). The TIP includes funding for projects to build and operate High-Occupancy Toll (HOT) Lanes on I-77 North, US 74 (Independence), and I-485, as well as to undertake Design and Environmental Assessment for I-77 South.

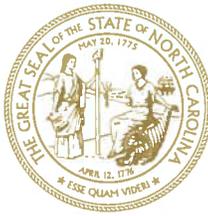
Although the discussion of the I-77 project received a great deal of attention from the media, the other two projects in Charlotte's sphere of influence - US 74 (Independence) and I-485 - are equally important and warrant further discussion and clarification about how they will operate. As such, I am referring High Occupancy Toll Lanes to the Transportation and Planning Committee for further discussion.

Specifically I am asking the Transportation and Planning Committee to discuss how HOT lanes will function in Charlotte. This would include a discussion of how design, operations, and funding decisions are made, how these types of projects complement and support land use and transportation goals, the roles of City, NCDOT, and CRTPO in the decision making and planning process, and lastly any policy or procedural matters for full Council consideration.

I understand the next meeting of Council's Transportation and Planning Committee is scheduled for September 14. I am requesting the chair add this referral to the next meeting agenda. My expectation is that the Committee will provide a detailed report back to full Council sometime in November, 2015.

Thanks.

CC: Michael Barnes, Mayor Pro Tem  
Al Austin, Council Member  
LaWanna Mayfield, Council Member  
John Autry, Council Member  
Ed Driggs, Council Member  
Claire Fallon, Council Member  
Ron Carlee, City Manager  
Debra Campbell, Assistant City Manager  
Danny Pleasant, Director, CDOT



STATE OF NORTH CAROLINA  
OFFICE OF THE GOVERNOR

PAT McCRORY  
GOVERNOR

December 14, 2015

The Honorable James P. Taylor, Mayor  
Town of Matthews  
232 Matthews Station Street  
Matthews, NC 28105

The Honorable Michael Johnson, Mayor Pro Tempore  
Town of Statesville  
PO Box 1111  
Statesville, NC 28687-1111

Dear Chairman Taylor, Vice Chair Johnson, and Members of the Charlotte Regional Transportation Planning Organization,

Thank you for your important work creating a long-term infrastructure strategy for your region to promote safety, mitigate congestion, and foster continued economic growth.

As you know, there have been recent statements and media attention focused on a single project. Most people are not aware that there are multiple projects included in the 10-year regional transportation plan approved by local elected officials through your organization.

**I am writing to ensure that everyone fully and clearly understands the issue at hand and ask that the Charlotte Regional Transportation Planning Organization either reaffirm the current strategy for the Charlotte metropolitan region at your next meeting *or* reverse your previous decision and set in motion the necessary steps to create a new regional transportation plan.**

Stopping any project that has already started has significant ramifications that must be understood and accounted for. If the strategy of using optional toll lanes is no longer supported by your regional transportation planning organization, a new regional transportation plan would have to be created because there are four projects in the current plan that would be affected.

As background, the current plan that the state is executing is based on a long-term strategy for your region that was approved by your metropolitan planning organization, which has representatives of all the local elected bodies. This strategy was created with public input and the goal of achieving the best long-term strategy to mitigate congestion for the region. This strategy took seven years to move from concept to project implementation, starting long before the current administration.

As you are well aware, the primary discussion around the Charlotte metropolitan regional strategy has been the I-77 project for optional toll lanes. These optional lanes, for which no current general purpose lanes will be converted to toll lanes, are part of a regional plan that was approved by the region's elected officials serving on the regional transportation planning organization with public input. In addition, the current plan also includes optional toll lanes for US-74/Independence Blvd., a segment of I-485, and I-77 south of Charlotte. These optional toll lanes are just one component of a regional strategy that took years of careful analysis by local elected officials who served on the regional transportation planning organization before gaining state and federal approval.

20301 MAIL SERVICE CENTER • RALEIGH, NC 27699-0301 • TELEPHONE: 919-814-2000

The following are the primary ramifications of reversing the current course:

*The creation of a new regional strategy and project plan would be required:* Any changes to the plan must go through several layers of approval and public involvement. You would need to come up with a new plan that meets Federal Highway Administration standards and can be approved by the North Carolina Board of Transportation. This process would necessitate identifying the projects in your current long-term plan you want to include in the next 10 years. This set of projects would have to be analyzed for air quality conformity and then individual projects will have to be scored through the prioritization process.

*Funding availability for the Charlotte metropolitan region would be reduced:* The funds expended already on the I-77 optional toll lanes project would obviously not be available for programming for future projects. In addition, breaking the contract would entail reimbursing the contractor for costs incurred, including both self-performed work and damages for sub-contracts into which they entered.

If there is a “market value” component to the ultimate cost for cancelling the contract, which can only be determined after such an action was taken, those funds would also not be available for programming on transportation projects. Also, the \$145 million in bonus funds allocated to the region because of the additional toll lanes project would be redirected to projects across the state (divided among statewide, regional, and division level allocation) and most of that money would likely not be returned to the Charlotte metropolitan region.

In addition, it is unclear what effect reversing the current strategy and terminating the contract would have on actual funding available to the region and this would need to be brought before the General Assembly. Voluntarily incurring such a cost does not have a precedent and we would have to work through funding and other implications with the General Assembly. If the current strategy is reversed, we anticipate the legislature could ask for the locality to absorb the costs in some manner.

This administration has worked hard ensure that future investments are made based on local initiative, transparent decision making, and diversified revenue streams – not based on mandates from Raleigh. Our top priority is to create a strong strategy to improve safety, mitigate congestion and prepare the entire state for economic growth.

In closing, while the current plan for the Charlotte metropolitan area was created through intense study and planning, the state will follow the lead of the local elected officials who serve on the regional transportation planning organization. The local planning organization must decide whether the Charlotte metropolitan region will reaffirm or reverse the current approved regional strategy. We strongly encourage you to make this decision at your next meeting. Please reach out to NC DOT if you have any additional questions or need help as you go through this process.

Sincerely,

  
Governor Pat McCrory

cc: CRTPO Members  
Secretary Nick Tennyson, NC Department of Transportation  
Mr. Fred Steen



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date:** 1/11/2016

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**Agenda #:** 14. **File #:** 15-2214a **Type:** Policy Item

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## **City Manager's Report**



**Agenda Date:** 1/11/2016

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**Agenda #:** 15.**File #:** 15-2093 **Type:** Policy Item

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## **Amend Stormwater Ordinance**

**Action:**

**Amend Chapter 18 - Stormwater Ordinance to exempt the City from paying a stormwater fee for public street rights-of-way.**

**Committee Chair:**

Greg Phipps

**Staff Resource(s):**

Kim Eagle, Management & Financial Services

Daryl Hammock, Engineering & Property Management

**Explanation**

- The City Ordinance exempts certain categories of property from paying a stormwater fee.
- Although state roads have been exempt from paying a fee since the program began, the City's public street rights-of-way were not exempt.
- Early in the program, the City's General Fund paid a contribution to the program in lieu of paying a fee specifically based on City street impervious area.
- The General Fund contribution rose proportionately with the percentage of annual fee increases, but did not rise to reflect increases in impervious area.
- In Fiscal Year 2007, the City Council capped future contributions from the City's General Fund to the Storm Water Enterprise Fund at the Fiscal Year 2006 level of approximately \$5.7 million.
- The City's General Fund often invests in stormwater system improvements through neighborhood and transportation improvement and transit projects.
- It is uncommon for large NC cities to pay a stormwater fee based on impervious surface for public street rights-of-way. Raleigh, Durham, and Winston Salem do not pay stormwater fees for city-maintained streets.
- The six surrounding towns in Mecklenburg County do not pay municipal stormwater fees to themselves for their own City maintained streets.
- Charlotte and all six towns do pay County stormwater fees based on impervious surface for their public street rights-of-way.
- The amendment would allow an exemption for public rights-of-way within the City, and result in the Ordinance being consistent with the current collection practice for stormwater fees.
- The ordinance change will not affect the payment amount from the General Fund to Storm Water Enterprise Fund, which is \$5.7 million in Fiscal Year 2016.
- On May 11, 2015, a public hearing was held on the Stormwater Ordinance. There were no

comments.

### **Budget Committee Discussion**

- On September 28, 2015, the Budget Committee (Committee) voted unanimously (Phipps, Driggs, Lyles, and Mayfield; Kinsey was not present) to amend the Stormwater Ordinance.
- Additionally, the Committee requested that the Council review the City contribution during the budget process.

### **Background**

- Under North Carolina law for public enterprises, cities are authorized to set and collect fees to fund storm drainage maintenance and replacement, and to comply with Federal Clean Water Act requirements.
- The City and Mecklenburg County together established a combined stormwater utility in January 1993 and began assessing fees to most public and private property.

### **Attachment**

Amended Stormwater Ordinance

AN ORDINANCE AMENDING CHAPTER 18 ENTITLED "STORMWATER" OF THE CITY OF CHARLOTTE CODE OF ORDINANCES.

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:**

Chapter 18, Article II "Rates and Charges" of the Charlotte Code of Ordinances is amended as follows:

Section 1. Section 18-39, subsection (a) shall be amended by deleting reference to the "Storm Water Rate Methodology" document dated May 13, 1996, or any subsequent methodology:

(a) Pursuant to an interlocal agreement entitled "Agreement for Operation of a Single Storm Water System within Mecklenburg County," which became effective January 1, 1994, the city manager shall request the county to set and revise, from time to time, the service rate charge ~~in accordance with the "Storm Water Rate Methodology," dated May 13, 1996, a copy of which is on file in the office of the city clerk, or any subsequent methodology~~ agreed to and adopted by both governing bodies. Upon the expiration or termination of such interlocal agreement, the city council shall establish the service rate charge and base rate charge.

Section 2. Section 18-40, subsection (b)(2) shall be amended by adding an exemption for city rights-of way:

(b) The following exemptions from stormwater service charges shall be allowed:

(1) Undeveloped land.

(2) Public road rights-of-way which have been conveyed to and accepted for maintenance by the city or the state and are available for use in common by the general public for motor vehicle transportation, but this exemption shall not apply to any other uses of developed land for public purposes, such as, but not limited to, ~~public street rights-of-way conveyed to and accepted for maintenance by the city~~, offices, airports, maintenance yards, water and wastewater treatment plants and water reservoirs, parking lots or garages, parks, recreation facilities, libraries, schools, colleges, universities, social service centers, public housing, hospitals, convalescent centers, and other developed land used for public purposes. This exemption also shall not apply to internal site roadways within such public facilities; to private roads or drives; or to internal roads, drives, and parking areas in privately owned properties.

(3) Railroad tracks, but this exemption shall not apply to railroad stations, maintenance buildings, or other developed land used for railroad purposes.

Section 3. This ordinance shall be effective upon adoption.

Approved as to form:

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City Attorney

**CERTIFICATION**

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, the reference having been made in Minute Book \_\_\_\_\_, and recorded in full in Ordinance Book \_\_\_\_\_, Page(s) \_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Stephanie C. Kelly, MMC, City Clerk



**Agenda Date:** 1/11/2016

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**Agenda #:** 16.**File #:** 15-2002 **Type:** Business Item

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## **Irwin Creek Wastewater Treatment Plant - Phase Two Improvements and Upgrades**

**Action:**

**Award a contract in the amount of \$39,732,000 to the lowest responsive bidder Ulliman Schutte Construction, LLC for the Phase Two Improvements and Upgrades to the Irwin Creek Wastewater Treatment Plant.**

**Staff Resource(s):**

Barry Shearin, Charlotte Water

**Explanation**

- The Irwin Creek Wastewater Treatment Plant (WWTP) Phase Two project is located in West Charlotte near Billy Graham Parkway. The project will provide repairs and replacement of equipment and structures throughout the plant such as:
  - Replacement of the aeration blowers, pumps, grit removal equipment, and filter valves;
  - New aeration basins, a secondary clarifier tank, and blower building will be constructed; and
  - Improvements to the plant power distribution system.
- Overall this project will:
  - Improve the energy efficiency of the plant;
  - Add nutrient removal to meet environmental permits and improve the quality of the treated water; and
  - Replace critical infrastructure that is past its service life.
- Staff presented the project to the Environment Committee on June 10, 2015.
- On September 25, 2015, the City issued an Invitation to Bid for Construction; four bids were received from interested service providers.
- Ulliman Schutte Construction, LLC was selected as the lowest responsive, responsible bidder.
- The project is anticipated to be complete by the spring of 2019.
- Given that the scope of this project is very heavily weighted with mechanical equipment replacements and did not provide many MWSBE subcontracting opportunities, Charlotte Water contracted with M & H Associates, a City of Charlotte SBE and MBE, to assist with administering the Charlotte Business INCLUSION process on this project. Their services included facilitating an outreach session to connect prime contractors and SBE/MBEs prior to the bid opening.

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**Agenda #: 16.File #: 15-2002 Type: Business Item**

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**Charlotte Business INclusion**

Established SBE Goal: 2%

Committed SBE Goal at time of Bid: 2.10%

Committed SBE Utilization to date: 2.21%

Established MBE Goal: 2%

Committed MBE Goal at time of Bid: 2.31%

Committed MBE Utilization to date: 2.43%

Ulliman Schutte Construction, LLC exceeded both the established SBE and MBE subcontracting goals, committing 2.21% (\$879,983) and 2.43% (\$963,644), respectively, to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- CITI, LLC (MBE) (\$915,344) (instrumentation and programming)
- Oliver Paving Company, Inc. (SBE, WBE) (\$748,547) (paving)
- B & B Concrete Construction of Charlotte Inc. (SBE) (\$73,136) (curb & gutter)
- Capstone Civil Group, P.A. (SBE, MBE) (\$48,300) (rock anchor installation & testing)
- Ace Trucking Company (SBE, WBE) (\$2,500) (hauling)
- All Points Trucking, Inc. (SBE) (\$2,500) (hauling)
- D's Trucking Service, Inc. (SBE, WBE) (\$2,500) (hauling)
- RJJ Construction LLC (SBE) (\$2,500) (hauling)

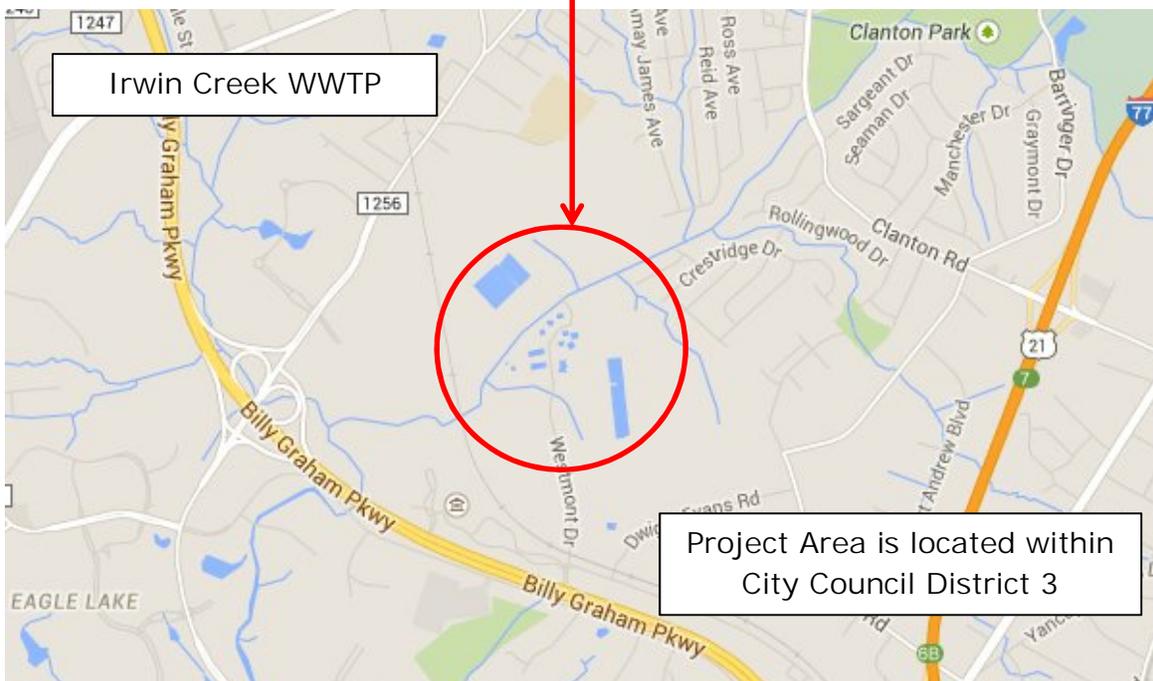
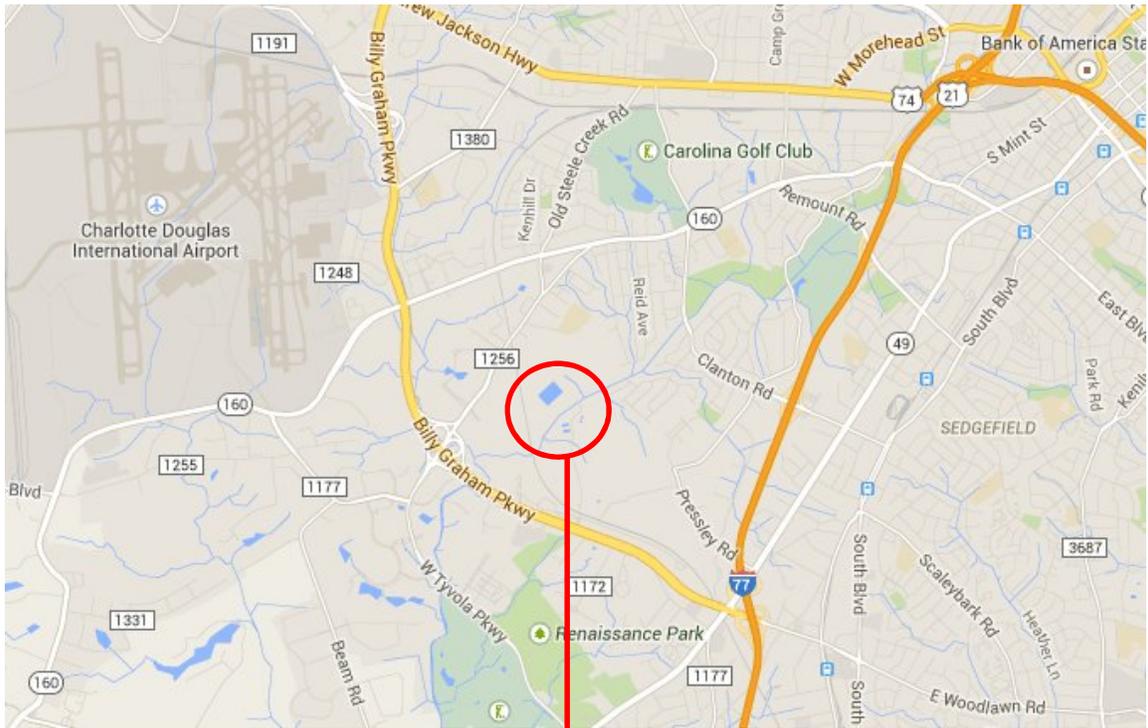
**Fiscal Note**

Funding: Charlotte Water Community Investment Plan

**Attachment**

Map

# Phase Two Improvements and Upgrades to the Irwin Creek Wastewater Treatment Plant – Map





**Agenda Date:** 1/11/2016

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**Agenda #:** 17.**File #:** 15-2267 **Type:** Business Item

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## **SouthPark National Technical Assistance Panel**

**Action:**

**Authorize the City Manager to enter into a contract with the Urban Land Institute for \$125,000 for a National Technical Assistance Panel to assist in identifying goals and strategies for mobility, land development, and investment in the SouthPark area.**

**Staff Resource(s):**

Ron Kimble, City Manager's Office  
Debra Campbell, City Manager's Office  
Ed McKinney, Planning  
Danny Pleasant, Transportation  
Sarah Hazel, City Manager's Office

**Explanation**

- The Urban Land Institute (ULI) offers a Technical Assistance Program to help find creative, practical solutions for some of the most challenging issues facing today's communities.
- Communities convene panels to provide timely, candid, and unbiased input from national land use and real estate experts; to kick-start critical conversations and to gain fresh insights; and discover innovative solutions to the most complex real estate development challenges.
- The ULI Technical Assistance Panel will assist the City with engaging the SouthPark community in a process to establish goals for the future. ULI will provide assistance with the following:
  - Envisioning the future of SouthPark as an evolving suburban, mixed-use activity center;
  - Establishing goals and expectations for future investment in the area; and
  - Identifying tools and next steps for implementation of Panel recommendations.
- The Panel will also address key opportunities in the SouthPark Area, including:
  - Economic Development - supporting the evolution of suburban activity center as a place for investment;
  - Community Design - shaping the transition from auto-oriented to a walkable mixed-use place;
  - Mobility - providing a balanced approach to mobility that creates choices and encourages walking, cycling, and public transit; and
  - Neighborhood Relationships - protecting and strengthening neighborhoods as valuable places to live on the edge of a vibrant center.

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**Agenda #: 17.File #: 15-2267 Type: Business Item**

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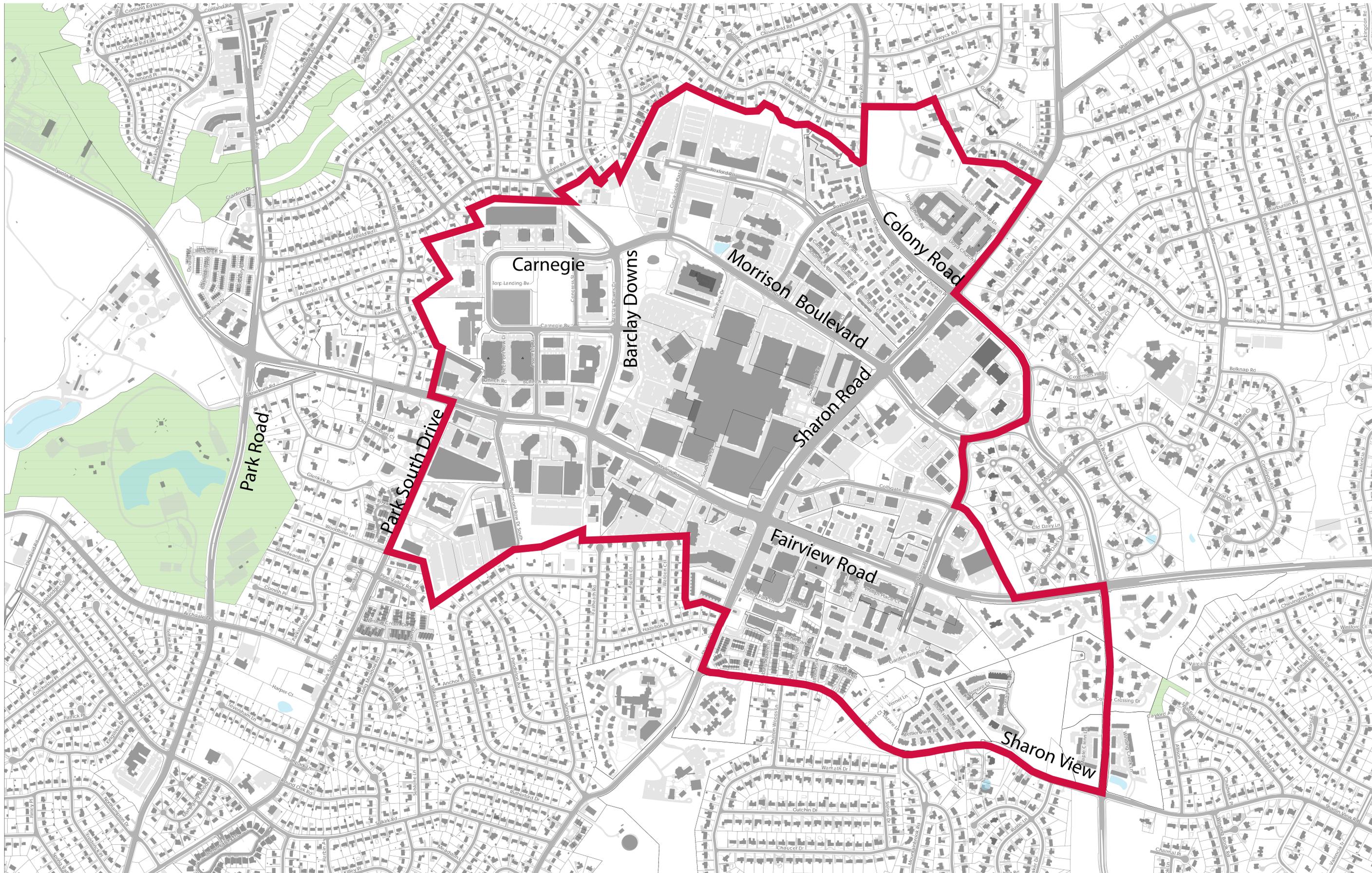
- In a concentrated one-week effort in March, a national panel of six to eight experts, chosen and facilitated by ULI, will provide results and work with the City, community stakeholders, private developers, community development corporations, and many other organizations to address the goals and opportunities.
- A detailed report and actionable recommendations will be prepared and published following the week-long work session.
- The initiative is a public-private collaborative effort sponsored by the City of Charlotte; Mecklenburg County; Developers; Landowners; Property Managers; Investors; Business Owners; and Corporations.
- Additional funds over and above the \$125,000 required for the Urban Land Institute contract will be raised to create seed money for implementation of the Report's recommendations.
- The City will advance the entire amount of the contract; however, the City's total share is \$60,000, with partner contributions covering the additional cost.

**Fiscal Note**

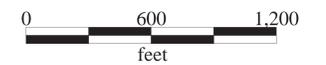
Funding: General Community Investment Plan - Short-term Road Congestion Improvements

**Attachment**

Map of SouthPark



**South Park Small Area Plan Boundary - Council District 6**





**Agenda Date:** 1/11/2016

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**Agenda #:** 18.**File #:** 15-2162 **Type:** Nomination

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## **Nomination to the Planning Commission**

**Action:**

**Nominate citizens to serve as specified.**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office

**Explanation**

- One recommendation by the Charlotte-Mecklenburg School Board for appointment by the City Council for an unexpired term beginning immediately and ending June 30, 2016.
  - Randall Fink has resigned.

**Attachment**

Charlotte-Mecklenburg School Board Recommendation  
Planning Application of Sam Spencer

**From:** [Julie R. Beck](#)  
**To:** [Hale, Khadya](#)  
**Subject:** CMBOE Appointee  
**Date:** Thursday, November 12, 2015 2:21:11 PM  
**Attachments:** [image001.png](#)

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Hi Khadya,

The board elected Sam Spencer as the CMBOE Appointee to the Charlotte Mecklenburg Planning Commission. Please let me know what is needed to proceed with his appointment.

Thanks,

Julie Beck  
Manager, School Board Services  
Charlotte-Mecklenburg Government Center  
600 East Fourth Street, 5th Floor  
Charlotte, NC 23202  
980-343-5197 – phone  
980-343-7128 – fax  
[www.cms.k12.nc.us](http://www.cms.k12.nc.us)



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In compliance with federal law, Charlotte-Mecklenburg Schools administers all education programs, employment activities and admissions without discrimination against any person on the basis of gender, race, color, religion, national origin, age or disability.



Charlotte-Mecklenburg Board of Education
Advisory Boards, Committees, Task Forces
Application for Appointment

Advisory Board, Committee or Task Force for which you are applying: Charlotte Mecklenburg Planning Commission

Name: Sam Spencer Home Phone: 704.902.5984

Home Address (No P.O. Boxes): 4816 Crestmont Drive, Charlotte, NC 28205

Mailing Address: 4816 Crestomont Drive, Charlotte, NC 28205

Occupation: National Digital Program Manager, Leadership for Educational Equity

Education: HS Diploma, North Mecklenburg High School

BA Political Science, Davidson College

Office Phone: 808.782.0951

Place of Employment: Leadership for Educational Equity Cell Phone: 704.902.5984

(Optional: Race White Gender Male Age 30) Hours per Month Available for Position: As req'd

Name of Boards, Committees or Task Forces Presently Serving in CMS or Representing CMS: None

Expiration Date(s):

Previous Involvement in CMS: CMS Graduate, NMHS Debate Volunteer, Citizens Transit Advisory Group Appointee,

SES Tutor at Martin Luther King, Jr. Middle School

Business and Civic Experience: Education Services Professional at the Davidson Center for Learning;

Professional Digital Media Consultant; Young Democrats of North Carolina State President;

Founder, Upward South; Founding Member, YWCA Central Carolinas 1902 Society.

Areas of Expertise and Interests & Skills: I have extensive experience in politics and local government, and significant digital experience.

My interest in urban planning and transportation goes all the way back to when I was a student at Davidson Elementary, and I saw how

planning choices affected our community and our schools. I have professional experience with mapping technology.

Provide a summary of your interest in serving:

With the recent discussions CMS has had about student assignment, I believe it is important that we have people involved in the planning

process who are interested in how the choices we make influence our schools. If our planning choices fail to address economic opportunity,

and fail to give families access to residential and transportation opportunities, our communities (and our schools) will continue to segregate.

I believe in affordable, sustainable, transit-friendly communities, and I want to work for a built environment we will be proud of in 50 years.

Samuel Reid Spencer IV (Signature of Applicant)

Digitally signed by Samuel Reid Spencer IV
DN: cn=Samuel Reid Spencer IV, o=us,
email=dr.coosesam@gmail.com, c=US
Date: 2015.10.30 11:59:00 -0400'

10/30/2015 (Date)

Please submit application by November 2, 2015, to the
Board of Education Office, 600 East Fourth Street, 5th Floor, Charlotte, NC 28202
You may also fax: 980-343-7128 or email: boardservices@cms.k12.nc.us
Questions may be directed to the Board of Education Office at 980-343-5139



**Agenda Date:** 1/11/2016

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**Agenda #:** 19.**File #:** 15-2104 **Type:** Appointment

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## **Appointment to Keep Charlotte Beautiful**

**Action:**

**Vote on blue paper ballots and return to Clerk at dinner.**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office

**Explanation**

- One appointment for an unexpired term beginning immediately and ending June 30, 2018.
  - Orlando Jacobs by Council member Fallon.
  - Taylor Lee by Council member Mitchell.
  - Dave Pettine by Council members Driggs, Phipps, and Smith.
  - Amy Villegas-McCleave by Council members Austin, Autry, and Mayfield.
  - Brian Withrow by Council member Kinsey.

**Attachment**

Keep Charlotte Beautiful Applicants



## BOARD DETAILS

 **OVERVIEW**

 **SIZE** 20 Seats

 **TERM LENGTH** 3 Year

 **TERM LIMIT** 2 Terms

Membership - Appointments are for three-year terms and appointees may reside anywhere in Mecklenburg County. No member may serve more than two consecutive full terms.

Responsibilities - Coordinate and participate in neighborhood community improvement projects, Adopt-A-City Street, neighborhood recognition, the Great American Cleanup, and litter prevention programs. Promote partnership between citizens, businesses, and government to ensure a clean and healthy environment. Includes hands-on project work, primarily in the Spring and Fall.

 **CONTACT**

 Denise Coleman

 (704) 353-1235

 dcolmena@ci.charlotte.nc.us

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### MEMBERSHIP BREAKDOWN

7 by Mayor; 13 by City Council



### DETAILS

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### MEETING INFORMATION

Meeting Day - 1st Tuesday monthly  
Meeting Time - 11:30 a.m.  
Meeting Location - Old City Hall  
Time Commitment - 4 to 5 hours per month

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### ENACTING RESOLUTION

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### ENACTING RESOLUTION WEBSITE

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### ADDITIONAL INFORMATION

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City of Charlotte, NC

# KEEP CHARLOTTE BEAUTIFUL

## BOARD ROSTER



**RUSSELL ADAMS**  
1 Term Jul 01, 2014 - Jun 30, 2017

Email: russell.scott.adams@gmail.com  
Phone: 615-613-1952

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**JOSHUA ARNOLD**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: joshua.arnold1@tw.cable.com  
Phone: mobile: 704-964-9932

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**ROBERT COMBS**  
1 Term Jul 01, 2014 - Jun 30, 2017

Email: robert.c.combs@gmail.com  
Phone: 919-622-4133

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**CAMILLE CUNNINGHAM**  
Partial Term Jul 22, 2013 - Jun 30, 2016

Email: camille.chapman@gmail.com  
Phone: 980-233-1043

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**RUSSELL FERGUSON**  
1 Term Jul 01, 2013 - Jun 30, 2016

Email: russferguson@gmail.com  
Phone: 919-308-1996

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**FRANCENE GREENE**  
Partial Term Sep 08, 2014 - Jun 30, 2017

Email: fvgreene@gmail.com  
Phone: 704-953-7781

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**JAMES A HILDRETH**  
Partial Term Apr 27, 2015 - Jun 30, 2017

Email: james.a.hildreth@gmail.com  
Phone: mobile: 7046902009

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**TIFFANY HUGHES**  
1 Term Jul 01, 2015 - Jun 30, 2018

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**KELLEY HYLAND**

Office Old City Hall  
Position Board Member



1 Term Jul 01, 2013 - Jun 30, 2016

Email: hyland\_kelley@gmail.com  
Phone: 980-254-6216

Category None  
Appointed by City Council



**CHARLES JEWETT**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: melvinjewett@yahoo.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**JOSHUA MIDDLETON**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: josh.middleton1@gmail.com  
Phone: 910-603-5070

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**VINETA PRITCHARD**  
1 Term Jul 01, 2014 - Jun 30, 2017

Email: vpritch@gmail.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**DEBORAH ROBINSON**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: drobinson@vmg1.com

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**THERESA ROSA-COREY**  
1 Term Mar 13, 2015 - Jun 30, 2018

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**AUDREY SINGER**  
1 Term Jul 01, 2015 - Jun 30, 2018

Office Old City Hall  
Position Board Member  
Category None  
Appointed by City Council



**JANIE SUMPTER**  
Partial Term Aug 25, 2015 - Jun 30, 2016

Email: janie.sumpter@email.com

Office Government Center Building, 600 E. 4th Street  
Position Board Member  
Category None  
Appointed by Mayor



**CHRISTINA TIERCE**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: christina.t.hogan@gmail.com

Position Board Member  
Category None  
Appointed by City Council



**ANN WOOD**  
1 Term Jul 01, 2015 - Jun 30, 2018

Email: adavisw@gmail.com  
Phone: 704-661-7054

Office Old City Hall  
Position Board Member  
Category None  
Appointed by Mayor



**SARAH ZDEB**

1 Term Jul 01, 2015 - Jun 30, 2018

Email: [thezebs@gmail.com](mailto:thezebs@gmail.com)  
Phone: 704-661-2328

Office: Old City Hall  
Position: Board Member  
Category: None  
Appointed by: City Council



**MICHAEL ZYTKOW**

Partial Term Jan 13, 2014 - Jun 30, 2016

Email: [michael\\_zytkow@yahoo.com](mailto:michael_zytkow@yahoo.com)  
Phone: 980-200-5178

Office: Old City Hall  
Position: Board Member  
Category: None  
Appointed by: City Council

### Application Form

#### Profile

Orlando \_\_\_\_\_ Jacobs \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

Please provide your mailing address below:

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28215 \_\_\_\_\_  
City State Postal Code

Is your mailing address the same as your home address?

\_\_\_\_\_

If your home address differs from your mailing address, please provide your home address in the field below:

\_\_\_\_\_

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

District 4 \_\_\_\_\_  
City Council District

African American \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

\_\_\_\_\_  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

\_\_\_\_\_

List any boards you have served on in the past:

\_\_\_\_\_

Which Boards would you like to apply for?

Civil Service Board, Keep Charlotte Beautiful

Why are you interested in serving on these boards/ committees?

As a community liason , I have been involved with ensuring diversity and transparency remain an effective element towards progress. I believe that it takes a person of great strength and commitment to oversee the progress residents and citizens alike wish to see and as a young individual filled with passion to seek change wish to partake in that growth

Please describe any background or abilities that qualify you to serve on these boards/ committees.

As the president of the Citiside home owners association I have partnered with keep charlotte beautiful in mu community and connected residents with area responsibility. I have motivated individual to be responsible in areas that otherwise became nuisances and enjoy benefiting the welfare of others .

n/a \_\_\_\_\_  
Current Employer:

n/a

Years in current position:

n/a

Job Title:

**Brief description of duties:**

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**



1/2

Years in current position:

Cashier

Job Title:

**Brief description of duties:**

• Provide prompt, accurate and friendly service to customers • Be friendly, courteous and cooperative with other store associates • Engage and interact with customers to create a positive shopping experience • Follow procedures in handling cash, checks, coupons, gift cards, partner cards, food stamps and WIC vouchers • Maximize sales through excellent customer service

**Other employment history:**

Worth Development- Digital Marketing Associate Boy Scouts of America- Camp Counselor

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

### Application Form

#### Profile

**Dave** **Pettine**  
First Name Middle Initial Last Name

[Redacted]  
Email Address

Please provide your mailing address below:

[Redacted] [Redacted]  
Street Address Suite or Apt

**Charlotte** **NC** **28211**  
City State Postal Code

Is your mailing address the same as your home address?

[Redacted]

If your home address differs from your mailing address, please provide your home address in the field below:

[Redacted]

[Redacted] [Redacted]  
Primary Phone Alternate Phone

**District 6**  
City Council District

Ethnicity

Political Party

**Male**  
Gender

**01/03/1977**  
Date of Birth

Are you a registered voter of Mecklenburg County?

Yes  No

List any boards you are currently serving on:

List any boards you have served on in the past:

Which Boards would you like to apply for?

Keep Charlotte Beautiful

Why are you interested in serving on these boards/ committees?

As a professional, AICP certified planner, I understand the value in involvement and participation by residents in improving our communities. I feel that I can provide meaningful input that will help continue the board's work in improving our communities through neighborhood awareness, beautification efforts and cleanups, and their overall goal of promoting and facilitating partnerships between citizens, businesses, and government to ensure a clean and healthy environment.

Please describe any background or abilities that qualify you to serve on these boards/ committees.

I have been in the planning profession for over 10 years and feel my background and experience can be a valuable asset to the board's goals. I am very familiar with community participation, facilitating partnerships, grant writing, review and implementation. I have worked at various levels in the planning profession, including as a planning director for almost 5 years. In those roles, I have been able to interact and work with a diverse group of citizens, local leaders, and the business community to foster meaningful relationships that improved the communities I was serving. I'd like to bring that experience to help improve my community, and the communities of Charlotte. Thank you for your consideration.

Planning Communities, LLC

Current Employer:

1

Years in current position:

Senior Program Manager

Job Title:

**Brief description of duties:**

Oversee and work on various planning projects for clients ranging from local jurisdictions in North and South Carolina, NCDOT, NC Division of Parks and Recreation, as well as Federal Highways, the American Public Health Association, and other local and state agencies across the country.

**Other employment history:**

Worked for York County, SC from 2005 to September 2014. Served as Long Range Planner, Zoning Administrator, Asst. Planning Director, and Planning Director in my time there.

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Application Form**

**Profile**

Amy \_\_\_\_\_ Villegas-McCleave \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

**Please provide your mailing address below:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28215 \_\_\_\_\_  
City State Postal Code

**Is your mailing address the same as your home address?**

\_\_\_\_\_

**If your home address differs from your mailing address, please provide your home address in the field below:**

\_\_\_\_\_

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

District 5 \_\_\_\_\_  
City Council District

Other \_\_\_\_\_  
Ethnicity

Independent \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

10/21/1965 \_\_\_\_\_  
Date of Birth

**Are you a registered voter of Mecklenburg County?**

Yes  No

**List any boards you are currently serving on:**

\_\_\_\_\_

**List any boards you have served on in the past:**

\_\_\_\_\_

**Which Boards would you like to apply for?**

Bechtler Arts Foundation Board, Charlotte Mecklenburg Public Access Corporation, Keep Charlotte Beautiful

**Why are you interested in serving on these boards/ committees?**

I am interested in neighborhoods connected with public communications, arts and beautiful surroundings. It is my philosophy that citizens of Charlotte should have access to the best Charlotte has to offer. This should be done at any socioeconomic level.

**Please describe any background or abilities that qualify you to serve on these boards/ committees.**

I am a native of the city and have the passion to assist citizens.

Johnson C. Smith University \_\_\_\_\_  
Current Employer:

5

Years in current position:

Communications Coordinator  
(Admissions Office)

Job Title:

**Brief description of duties:**

Coordinate all communications (print & electronic) for potential in-coming students to the university.

**Other employment history:**

Charlotte School of Law - Career Services (part-time); CPCC - Office of EECO - Assistant (part-time);  
Charlotte Meck. School - Myers Park Tutor (part-time)

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Application Form**

**Profile**

**Brian** **G** **Withrow**  
First Name Middle Initial Last Name

[Redacted]  
Email Address

**Please provide your mailing address below:**

[Redacted] [Redacted]  
Street Address Suite or Apt

**Charlotte** **NE** **28205**  
City State Postal Code

**Is your mailing address the same as your home address?**

[Redacted]

**If your home address differs from your mailing address, please provide your home address in the field below:**

[Redacted]

[Redacted] [Redacted]  
Primary Phone Alternate Phone

**District 1**  
City Council District

**African American**  
Ethnicity

**Prefer Not to Say**  
Political Party

**Male**  
Gender

**12/14/1982**  
Date of Birth

**Are you a registered voter of Mecklenburg County?**

Yes  No

**List any boards you are currently serving on:**

N/A

**List any boards you have served on in the past:**

N/A

**Which Boards would you like to apply for?**

Charlotte International Cabinet, Keep Charlotte Beautiful

**Why are you interested in serving on these boards/ committees?**

I would like to serve on both boards because of the passion for inclusion and diversity within the Charlotte community and the purpose of presenting the city in the best way. These boards will allow suggestions to be made that will shape the future of Charlotte's through agriculture and cultural demographics.

**Please describe any background or abilities that qualify you to serve on these boards/ committees.**

Throughout my life I have participated in international events and organizations that have allowed me to travel the world domestically and internationally. These experiences have given me perspectives on the World that are used in my every understanding of society being able to learn new languages such as French, Spanish, and Japanese and use these languages to navigate social difficulties. I also am an alumni of the NC Cooperative Extension where I have studied, learned, and applied agricultural concepts to improve a particular location. Through working with various farms, herb societies, and landscapers I've learned how to be sustainable and how it affects everyday life.

The Home Depot

Current Employer:

3

Years in current position:

Merchandiser

Job Title:

**Brief description of duties:**

• Supervised and delegated tasks to 5-12 associates each day improving efficiency by 50%. • Reduced costs by saving \$75,000 by increasing productivity among 5-12 associates. • Created and developed strategies to maximize sales revenue, and eliminate inaccuracies during inventory.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**



**Agenda Date:** 1/11/2016

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**Agenda #:** 20.**File #:** 15-2106 **Type:** Appointment

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## **Appointments to Tree Advisory Commission**

**Action:**

**Vote on blue paper ballots and return to Clerk at dinner.**

**Staff Resource(s):**

Stephanie Kelly, City Clerk's Office

**Explanation**

- One appointment for a three-year term beginning immediately and ending December 13, 2018.
- One appointment for a three-year term beginning December 14, 2015 and ending December 13, 2018.
  - Patrick Bradey by Council member Kinsey.
  - Chris Breedlove by Council members Driggs and Kinsey.
  - Madeline DeGrace by Council members Austin, Fallon, Mayfield, Mitchell, and Phipps.
  - Kimberly Sanders by Council members Driggs, Mitchell, and Phipps.

**Attachment**

Tree Advisory Commission Applicants



City of Charlotte, NC

# TREE ADVISORY COMMISSION

## BOARD DETAILS

 OVERVIEW

-  **SIZE** 10 Seats
-  **TERM LENGTH** 3 Year
-  **TERM LIMIT** 2 Terms

**Membership** - Appointments are for three years with service limited to two consecutive full terms. A majority of the membership should be residents of the City of Charlotte. Ten members are appointed by elected officials; the remaining two should be representatives of the Engineering & Property Management Department, who serve ex-officio, attending meetings when so requested by the secretary of the Commission.

 CONTACT

-  Timothy Porter
-  (704) 336-5753
-  tporter@ci.charlotte.nc.us

**Responsibilities** - Review and make judgement upon variance requests for the Charlotte Tree Ordinance. Promote the preservation and enhancement of Charlotte's urban forest and landscape.

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**MEMBERSHIP BREAKDOWN** 3 by Mayor; 7 by City Council



DETAILS

**MEETING INFORMATION**

Meeting Day - 3rd Tuesday monthly  
 Meeting Time - 5:00 p.m.  
 Meeting Location - Government Center Building  
 Time Commitment - 3 to 15 hours monthly

**ENACTING RESOLUTION**

**ENACTING RESOLUTION WEBSITE**

**ADDITIONAL INFORMATION**



City of Charlotte, NC

# TREE ADVISORY COMMISSION

## BOARD ROSTER



**JOSHUA ARNOLD**

**1 Term** Dec 14, 2014 - Dec 13, 2017

Email: joshua.arnold1@twcable.com  
Phone: mobile: 704-964-9932

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**JAY BANKS**

**1 Term** Oct 28, 2015 - Dec 13, 2016

Email: jbanks@civibanks.com

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**TOM JOHNSON**

**Partial Term** Sep 08, 2014 - Dec 13, 2016

Email: tom.johnson3@duke-energy.com  
Phone: 704-594-0409

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**FRANK E LORCH**

**1 Term** Oct 28, 2015 - Dec 13, 2016

Email: franklorch@yahoo.com  
Phone: mobile: (704) 907-0760

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**JANET NELSON**

**2 Term** Dec 14, 2013 - Dec 13, 2016

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** Mayor



**SUSAN TOMPKINS**

**2 Term** Dec 14, 2012 - Dec 13, 2015

Email: susantompkins@carolina.rr.com  
Phone: 704-995-1970

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**ALEXANDER VUCHNICH**

**1 Term** Dec 14, 2013 - Dec 13, 2016

Email: alexv@agvcpa.com  
Phone: 919-274-6426

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**JEFFREY WELLS**

**1 Term** Dec 14, 2014 - Dec 13, 2017

Email: jm8wells@gmail.com  
Phone: 704-936-9271

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member  
**Category** None  
**Appointed by** City Council



**JOE ZUYUS**

**Office** Government Center Building, 600 E. 4Th Street  
**Position** Board Member



**2 Term** Dec 15, 2014 - Dec 13, 2017

Email: joe.zuyus@cscaccounting.com

**Category** None  
**Appointed by** City Council



**VACANCY**

**Position** Board Member  
**Category** None  
**Appointed by** City Council

### Application Form

#### Profile

Patrick A Bradey  
First Name Middle Initial Last Name

[Redacted]  
Email Address

#### Please provide your mailing address below:

[Redacted] [Redacted]  
Street Address Suite or Apt

Charlotte NC 28209  
City State Postal Code

#### Is your mailing address the same as your home address?

[Redacted]

#### If your home address differs from your mailing address, please provide your home address in the field below:

[Redacted]

[Redacted] [Redacted]  
Primary Phone Alternate Phone

District 1  
City Council District

Caucasian/Non-Hispanic  
Ethnicity

Democrat  
Political Party

Male  
Gender

11/23/1998  
Date of Birth

#### Are you a registered voter of Mecklenburg County?

Yes  No

#### List any boards you are currently serving on:

N/A

#### List any boards you have served on in the past:

N/A

#### Which Boards would you like to apply for?

Tree Advisory Commission

#### Why are you interested in serving on these boards/ committees?

I am deeply committed to the environment and its preservation for the future, and recognize the importance of a healthy tree canopy not only for the benefit of the city's biosphere, but for the wider benefits that it provides. Robust and mature trees aids a property's value, and the aesthetic of shaded sidewalks and streets provide a more welcoming environment for business and development. And, if I may let some of my youthfulness slip through here, trees are really cool, and this is a terrific way for me to get involved with something I love in a manner that is both impactful and practical for the community. Additionally, I am very interested in government, even the nuts and bolts functions of it aside from the relative glamor and publicity of politics. This committee gives me early, hands-on experience in a field that I wish to pursue as a career, and I would be advocating for the people of my city just as I would be working for the citizens of the United States as a foreign service officer, which I hope to be one day.

#### Please describe any background or abilities that qualify you to serve on these boards/ committees.

-I am fluent in written and spoken Spanish, making me able to communicate with petitioners whose first language is Spanish, and draft translated publications on behalf of the committee in Spanish for release alongside its English-language counterpart (also served as primary interpreter for a group mission trip to Cuba) -Currently enrolled in IB Geography, a course designed to learn about and understand the dynamic of cities and rural areas, the sustainable growth of urban areas, and the environmental impacts of human activity -Final average of 101% in Civics and Economics -Proven interest in politics and government through interning with the Julie Eiselt for City Council At-Large campaign, serving on Myers Park's Student Government Association and as President of the Myers Park Teen Democrats

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Myers Park High School

Current Employer:

3

Years in current position:

Student (Junior)

Job Title:

**Brief description of duties:**

N/A

**Other employment history:**

N/A

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

I would not be able to serve out the duration of a three-year appointment. As I'm currently a Junior in high school, I would be leaving for college in the summer of 2017. While I could conceivably return once a month for Board meetings, I would no longer be a full-time resident of Charlotte and therefore would have to resign my position as I would no longer be truly in touch with the community in by absence. However, I hope that this does not hinder my application, as I do intend to serve the majority of the term that I would be able to with the utmost energy and commitment.

**High School**

Education:

If you selected 'Other' for education, please specify below:

**Additional Education History:**

I would be happy to provide a current copy of my transcript if that would further complete this application.

N/A

Spouse's Name:

N/A

Spouse's Employer

N/A

Spouse's Job Title

**City of Charlotte Website**

How did you find out about the Charlotte Boards and Commissions vacancies?

If you selected 'Other', please explain:

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**Board Specific Questions**

**Please select yes where applicable.**

Question applies to Business Advisory Committee.

**Application Form**

**Profile**

Chris \_\_\_\_\_ Breedlove \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

**Please provide your mailing address below:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28205 \_\_\_\_\_  
City State Postal Code

**Is your mailing address the same as your home address?**

\_\_\_\_\_

**If your home address differs from your mailing address, please provide your home address in the field below:**

\_\_\_\_\_

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

District 1 \_\_\_\_\_  
City Council District

Caucasian/Non-Hispanic \_\_\_\_\_  
Ethnicity

Republican \_\_\_\_\_  
Political Party

Male \_\_\_\_\_  
Gender

05/02/1992 \_\_\_\_\_  
Date of Birth

**Are you a registered voter of Mecklenburg County?**

Yes  No

**List any boards you are currently serving on:**

None

**List any boards you have served on in the past:**

None

**Which Boards would you like to apply for?**

Tree Advisory Commission

**Why are you interested in serving on these boards/ committees?**

As a native of Charlotte and a recent home buyer I relish the City's wonderful tree canopy and would love to be able to do my part to help preserve it.

**Please describe any background or abilities that qualify you to serve on these boards/ committees.**

In my work as a planner I have to interpret ordinances every day, and support our boards as they make final decisions, including variances. Additionally, I have some previous experience in landscaping and horticulture, which would help inform my decision making on the commission--including golf course maintenance, nursery/greenhouse work, and a summer internship at the North Carolina Botanical Garden in Chapel Hill.

Town of Mint Hill \_\_\_\_\_  
Current Employer:

8 months

Years in current position:

Town Planner

Job Title:

**Brief description of duties:**

Subdivision and site plan review, final plats, and answering public inquiries. I also serve as the GIS Specialist for the Town as well as the alternate TCC representative to CRTPO.

**Other employment history:**

Geospatial Technician--ESP Associates, Fort Mill office from March 2014 - March 2015

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

**Application Form**

**Profile**

Madeline \_\_\_\_\_ DeGrace \_\_\_\_\_  
First Name Middle Initial Last Name

\_\_\_\_\_  
Email Address

**Please provide your mailing address below:**

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Suite or Apt

Charlotte \_\_\_\_\_ NC \_\_\_\_\_ 28269 \_\_\_\_\_  
City State Postal Code

**Is your mailing address the same as your home address?**

\_\_\_\_\_

**If your home address differs from your mailing address, please provide your home address in the field below:**

\_\_\_\_\_

\_\_\_\_\_  
Primary Phone

\_\_\_\_\_  
Alternate Phone

District 4 \_\_\_\_\_  
City Council District

Caucasian/Non-Hispanic \_\_\_\_\_  
Ethnicity

Democrat \_\_\_\_\_  
Political Party

Female \_\_\_\_\_  
Gender

03/25/1995 \_\_\_\_\_  
Date of Birth

**Are you a registered voter of Mecklenburg County?**

Yes  No

**List any boards you are currently serving on:**

\_\_\_\_\_

**List any boards you have served on in the past:**

\_\_\_\_\_

**Which Boards would you like to apply for?**

Civil Service Board (B/O), Community Relations Committee (O), Tree Advisory Commission

**Why are you interested in serving on these boards/ committees?**

I have lived in Charlotte since I was 2 years old. I consider this my only home and because of this I care deeply about the upkeep of the city. I would like a chance to give back to this community that has given me so much, including a wonderful place to grow up.

**Please describe any background or abilities that qualify you to serve on these boards/ committees.**

I am a Junior currently studying Economics and Political Science at UNC Charlotte. I am hoping that my studies thus far have prepared me enough to sit on a board/committee. I also love being outdoors and as such very much care about the conservation of trees in the city.

Advent Lutheran Church \_\_\_\_\_  
Current Employer:

1 year

Years in current position:

Administrative Assistant

Job Title:

**Brief description of duties:**

Daily administrative tasks including scheduling, answering phone calls, and routine paperwork.

**Other employment history:**

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

Yes  No

**If yes, please explain complete disposition:**

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**

### Application Form

#### Profile

Kimberly Sanders  
First Name Middle Initial Last Name

[Redacted]  
Email Address

#### Please provide your mailing address below:

[Redacted] [Redacted]  
Street Address Suite or Apt

Charlotte NC 28211  
City State Postal Code

#### Is your mailing address the same as your home address?

[Redacted]

#### If your home address differs from your mailing address, please provide your home address in the field below:

[Redacted]

[Redacted] [Redacted]  
Primary Phone Alternate Phone

District 6  
City Council District

Caucasian/Non-Hispanic  
Ethnicity

Democrat  
Political Party

Female  
Gender

01/25/1982  
Date of Birth

#### Are you a registered voter of Mecklenburg County?

Yes  No

#### List any boards you are currently serving on:

\_\_\_\_\_

#### List any boards you have served on in the past:

\_\_\_\_\_

#### Which Boards would you like to apply for?

Charlotte International Cabinet, Tree Advisory Commission, Zoning Board Of Adjustment (B/O)

#### Why are you interested in serving on these boards/ committees?

I am interested in serving in the International Cabinet and on the Tree Advisory Council as much of my studies have revolved around international issues and environmental issues, both as an undergrad and in law school. I have studied abroad three times, and studied International Law at Cambridge University. I am very interested in international affairs, exchange programs, Sister City programs, and travel in general. This year I traveled to Thailand, and am planning a trip to Sweden in 2016. I am interested in serving on the Zoning Board because this is an area that is often overlooked until something comes along that enrages people and makes the news. Currently, the issue of rezoning the block of businesses in Southend that include Common Market and the location of Food Truck Friday, to allow for a tall commercial building, is a very big issue in the Dilworth and Southend communities. Zoning boards need people who understand not only the law, but the voice of the locals affected. Most of all, I am interested in serving my fellow residents through our local government.

#### Please describe any background or abilities that qualify you to serve on these boards/ committees.

\_\_\_\_\_

---

DiscoverReady

Current Employer:

6

Years in current position:

Contract Attorney

Job Title:

**Brief description of duties:**

---

Reviewing documents, such as contracts and emails, to determine potential liability in mass litigation lawsuits.

**Other employment history:**

---

I am currently completing a Master of Public Administration at UNC-Chapel Hill, through their online program. As part of UNC's degree requirements, I am currently interning with Sustain Charlotte, a local nonprofit organization focused on environmental sustainability. I also

**Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?**

---

Yes  No

**If yes, please explain complete disposition:**

---

**Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?**

Yes  No

**If yes, please explain conflict:**



# City of Charlotte

Charlotte-Mecklenburg  
Government Center  
600 East 4th Street  
Charlotte, NC 28202

**Agenda Date:** 1/11/2016

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**Agenda #:** 21. **File #:** 15-2272 **Type:** Business Item

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## **Mayor and City Council Topics**

The City Council members may share information and raise topics for discussion.



Agenda Date: 1/11/2016

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Agenda #: 22.File #: 15-2196 Type: Consent Item

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## 2015 Assistance to Firefighters Grant Application

### Action:

- A. Authorize the Charlotte Fire Department to apply for a grant for the 2015 Assistance to Firefighters local grant program in the amount of \$1,750,000 for small equipment and protective gear, and**
  
- B. Authorize the Charlotte Fire Department to apply for the 2015 Assistance to Firefighters regional grant program in the amount of \$1,864,000 to enhance regional radio communications.**

### Staff Resource(s):

Kevin Gordon, Fire  
Rich Granger, Fire

### Explanation

- The Assistance to Firefighters Grant is a competitive federal grant program that the Charlotte Fire Department (CFD) applies for annually.
- Under the Assistance to Firefighters grant program, awards are granted at both the local and regional level. For calendar year 2016, CFD will apply for both the local and regional awards.

#### 2015 Assistance to Firefighters Local Grant

- The 2015 Assistance to Firefighters local grant program allows fire and emergency medical service departments to apply for matching grants for equipment and protective gear.
- Fire will apply the local grant program funds toward purchase of the following:
  - 500 sets of replacement turnout gear worn by firefighters when responding to fire emergencies, and
  - Hand tools and power equipment used by firefighters during emergency response operations.
- The grant is a 90% federal share and a 10% local match. The federal 90% is \$1,575,000. The local 10% match is \$175,000, which will come from funds already appropriated in CFD's Operating Budget.

#### 2015 Assistance to Firefighters Regional Grant

- The 2015 Assistance to Firefighters regional grant program allows fire and emergency medical service departments to apply for matching grants for regional projects.
- CFD will serve as the host applicant agency for a regional grant to enhance radio communications.
- Grant funds will be applied toward the purchase of new digital equipment that will:
  - Improve the coverage and resiliency of the emergency radio system throughout the region, and
  - Provide a redundant route across several counties (Cabarrus, Mecklenburg, Union, and Stanly) to the Urban Areas Security Initiative regional master site, enhancing the safety of first responders.
- The grant is an 85% federal share and a 15% local match. The federal 85% share is \$1,584,400. The local 15% match is \$279,600, which is funded by local municipalities that participate on the Regional

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**Agenda #: 22.File #: 15-2196 Type: Consent Item**

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Radio System.

- The City of Charlotte will pay \$48,930 of the local match using funding from the Public Safety Communication Capital Reserve Fund.
- A future City Council action will be requested to accept the grant awards.

**Fiscal Note**

Funding: 2015 Assistance to Firefighters Grant, Fire Operating Budget, Public Safety Communication Capital Reserve Fund; local match (10%) is coming from Fire Misc. Equipment; 15% funded by local municipalities coming from the Public Safety Reserve Fund.



Agenda Date: 1/11/2016

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Agenda #: 23.File #: 15-2081 Type: Consent Item

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## Time Warner Cable Arena Scoreboard/Video Screens

### Action:

**Authorize the City Manager to negotiate and award a contract to YESCO/Samsung not to exceed \$7,200,000 for the Time Warner Cable Arena Scoreboard/Video Screens.**

### Staff Resource(s):

William Haas, Engineering & Property Management  
Steve Bagwell, Charlotte Regional Visitors Authority

### Explanation

- On September 8, 2014, the City approved \$27.5 million in capital investments for the Time Warner Cable Arena. The capital plan will be completed between years 2015 to 2019.
- Of the \$27.5 million, \$7.7 million was budgeted for replacement of the existing scoreboard and associated video and electrical needs.
- In addition, the National Basketball Association (NBA) requires the scoreboard be replaced as a condition that Charlotte host the NBA All Star Game scheduled for February 2017.
- On November 24, 2014, the City Council authorized the City Manager to award an architectural contract to AECOM, Inc. for design services related to the capital plan.
- The design team prepared detailed concept plans and specifications in conjunction with the Charlotte Hornets and the NBA.
- City staff solicited proposals for final design, fabrication, and installation services for the new scoreboard and associated video displays on November 17, 2015.
- The City received proposals from five firms: ANC, Daktronics, Panasonic, Mitsubishi, and YESCO/Samsung.
- A selection team consisting of representatives of the Charlotte Hornets, Charlotte Regional Visitors Authority, and City staff considered each firm's qualifications, experience, and pricing and determined YESCO/Samsung best meeting the stakeholder's needs in terms of overall design and functionality of the scoreboard system.
- The NBA supports the selection of YESCO/Samsung.
- The scope of work includes:
  - Replacement of the original center hung scoreboard structure with a state-of-the-art scoreboard with 14 high definition screens;
  - Relocate the four existing scoreboard video panels to other areas of the Arena;
  - New high definition video panels in the upper corners of the seating bowl; and
  - Replace 1,772 feet of ribbon board displays within the seating bowl.
- Installation of the new scoreboard and associated video displays will occur in the summer of 2016 in order to be ready for the 2017 NBA All Star game.
- The scope of this project is highly specialized with primarily the manufacturing and installing of scoreboard/video screens, and did not provide substantial subcontracting opportunities. The only identified subcontracting opportunity, electrical, accounted for less than 1% of the total contract.

### Charlotte Business INclusion

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**Agenda #:** 23.**File #:** 15-2081 **Type:** Consent Item

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No subcontracting goal was established because there were not substantial subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INClusion Policy).

**Fiscal Note**

Funding: Tourism Capital Project Fund

**Attachment**

Time Warner Cable Arena Council Action Summary

Time Warner Cable Arena Upgrades - Council Action Summary

Line Item	Original Project Budget 9/08/2014	Hornets Contributiou	Revised Total Budget	CBI Commitment		RCA Amount	Council Date	Difference	Comments
				SBE	MBE				
Architectural Services	\$2,300,000	\$0	\$2,300,000	17.39%	0.00%	\$2,300,000	11/24/14	\$0	Design services for the \$27.5M capital plan that will involve approximately 15 projects throughout the arena to be completed over 5 years.
Package B - Video Replay Control Room Distribution - TV Display	\$1,854,500	\$0	\$2,050,000	8.59%	8.59%	\$1,979,865	6/8/15	\$70,135	Scope of work includes removal of the existing standard definition video system, installation of a new high definition video and video replay system, and install/remove approximately 550 televisions which will enable the Arena operator to broadcast "in-house" video in high-definition.
Package A - Backcourt Restaurant & 21 Suites Renovations	\$1,057,500	\$464,000	\$1,100,000	17.53%	13.93%	\$897,150	6/22/15	\$202,850	Scope of work includes the renovation of the Event level restaurant and the renovation of 21 private suites. Hornets will fund the suites renovations work per the Agreement
Replace Beverage/Concession Lines	\$315,000	\$0	\$625,000	0.00%	0.00%	\$625,000	8/24/15	\$0	Scope of work includes removal and replacement of worn componenets of the centralized beverage distribution system.
Scoreboard Replacement	\$6,930,000	\$0	\$7,700,000	0.00%	0.00%	\$7,200,000	1/11/16	\$500,000	
Totals	\$12,457,000	\$464,000	\$13,775,000	12.70%	5.15%	\$5,727,015		\$772,985	

Future Council Agenda Items

Line Items	Original Project Budget 9/08/2014	Hornets Contribution	Revised Total Budget	Expected CBI Goal		Expected Council Date		Comments
Rodgers Builders Construction Manager contract	\$15-\$20,000,000	\$1,200,000	\$15-20,000,000	10%-15%		1/25/2016		



Agenda Date: 1/11/2016

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Agenda #: 24.File #: 15-2101 Type: Consent Item

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## Mooresville Radio Service Interlocal Agreement

### Action:

**Adopt a resolution approving an Interlocal Agreement for radio service with the Town of Mooresville and Mecklenburg County.**

### Staff Resource(s):

Jeff Stovall, Innovation & Technology

### Explanation

- The Interlocal Agreement details radio services that the City of Charlotte, as the lead agency for the regional radio system, will provide to the Town of Mooresville.
- All services provided by the City under the Interlocal Agreement will be fully funded by Mooresville, including the funding for up to two full-time equivalent (FTE) positions and radio infrastructure support upon execution of the agreement. Annual charges of \$313,979 are anticipated as follows:
  - One FTE position and costs associated with providing network support for all of Mooresville’s radio network equipment, \$74,817;
  - One FTE position for network technical support \$88,336 (optional);
  - Mooresville System Motorola contract cost \$58,236; and
  - Mooresville portion of regional master site (16.59%) \$92,590.
- The Town of Mooresville approved the Agreement in November 2015. The Mecklenburg County Board of Commissioners is scheduled to consider the Agreement on January 20, 2016.

### Background

- The City of Charlotte and Mecklenburg County entered into an Interlocal Agreement consolidating all functions of the Public Safety Radio Network within Mecklenburg County under the City of Charlotte in December of 2003. The Interlocal Agreement anticipated the regionalization of the radio system by stating, “The City and the County shall work together to foster regional use of the Radio Network and will develop a regional plan for approval by the Radio Communications Council to promote regional participation. This plan will promote regional use of the Radio Network within the Network’s present and future capacity. At all times public safety and homeland security users will have priority.”
- The City is the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative’s 11-County region. As the lead agency, the City has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants.
- The City and Mecklenburg County have previously approved similar Interlocal Agreements for radio service with Cabarrus County, Stanly County, Union County, and the City of Gastonia.

### Attachment

Interlocal Agreement  
Resolution

STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG

INTERLOCAL AGREEMENT  
FOR RADIO SERVICE

**THIS INTERLOCAL AGREEMENT FOR RADIO SERVICE**(the "Agreement") is entered into on \_\_\_\_\_, 2016 and made effective as of \_\_\_\_\_, 2016 by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation ("Charlotte"), MECKLENBURG COUNTY, a political subdivision of the State of North Carolina ("Mecklenburg County"), and MOORESVILLE, a North Carolina municipal corporation ("Mooresville").

**WITNESSETH:**

**WHEREAS**, Charlotte and Mecklenburg County currently share an 800 MHz trunked radio system consisting of eight primary Simulcast tower sites and related operations;

**WHEREAS**, Charlotte has been designated the lead agency for regional communications interoperability of public safety agencies within the Urban Area Security Initiative (UASI) eleven county region;

**WHEREAS**, Charlotte has completed establishing the infrastructure necessary for regional voice communications interoperability with the support of several grants;

**WHEREAS**, the Radio System supports public safety needs and provides service to various Charlotte and Mecklenburg County departments and other local government entities in the region;

**WHEREAS**, Mooresville and Charlotte/Mecklenburg County recognize the need to ensure that public safety agencies have the communications infrastructure and regional integration to respond in a coordinated, comprehensive manner to local and regional emergencies;

**WHEREAS**, Mooresville and Charlotte/Mecklenburg County have made the enhancement of homeland security an increased priority, and both entities are committed to securing grant funds for the Radio System and to assisting each other in the recruitment of regional users for the system;

**WHEREAS**, Mooresville and Charlotte/Mecklenburg County now desire to expand the Radio System into Mooresville through connection with the Mooresville Radio Subsystem, and to consolidate operation and management of the Radio System under the City of Charlotte;

**WHEREAS**, North Carolina General Statutes §§153A-445(a)(1) and 160A-460 *et. seq.* authorize Charlotte/Mecklenburg County and Mooresville to enter into an Interlocal agreement regarding connection of the Mooresville Radio Subsystem to the Radio System;

**NOW THEREFORE**, for and in consideration of mutual promises to each as herein after set forth, the parties hereto do mutually agree as follows:

1. **EXHIBITS.** The following Exhibits are attached to this Agreement and incorporated into and made a part of this Agreement by reference:

<b>Exhibit A:</b>	FCC Licenses
<b>Exhibit B</b>	Baseline Radios and Consoles
<b>Exhibit C:</b>	Service Level Agreement (SLA)
<b>Exhibit D</b>	Service Fee Schedule

Each reference to the Agreement shall be deemed to include all Exhibits. Any conflict between language in an Exhibit to this Agreement and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

## 2. Definitions.

- 2.1. **“Baseline Number”** means the number of radio and console units used by Mooresville and each of its Agencies as of the Effective Date., as set forth in **Exhibit B**.
- 2.2. **“CPI Increase”** means the percentage increase in the Consumer Price Index for all Urban Consumers (“CPI”) during the twelve-month period preceding the date at which the CPI Increase is to be used for purposes of this Agreement. If the CPI ceases to exist, then, for purposes of this definition, the parties agree to use whatever new or old index is substantially equivalent to the CPI.
- 2.3. **“Effective Date”** means the date when this Agreement has been ratified by resolution by all governing units that are listed as a party to this Agreement.
- 2.4. **“FCC Licenses”** means the authorizations issued by the Federal Communications Commission (“FCC”) which are necessary to operate the Mooresville Radio Subsystem.
- 2.5. **“Mooresville Agency”** means any division of Mooresville, or any other organization or division of an organization that operates within Mooresville or Iredell County, and has signed an agreement with Mooresville for use of the Radio System,
- 2.6. **“Mooresville Radio Subsystem”** means the 1-site, 12 channel ASTRO P25, Astor Site Repeater (ASR) System located in Mooresville, all hardware and software encompassed in the foregoing, and all updates and enhancements to the foregoing, which subsystem will interface to the Regional Master Site and comprise an expansion of the Radio System into Mooresville (though it will not be considered part of the Radio System for purposes of this Agreement). The Mooresville Radio Subsystem will be owned by Mooresville at all times during and subsequent to the term of this Agreement.
- 2.7. **“Mooresville Radio Communications Council”** or “Mooresville RCC” means the Radio Communications Council representing the Mooresville Agencies.
- 2.8. **“Operator”** means either Charlotte or Mecklenburg County, whichever is then responsible for the operation, maintenance, licensing and upgrade of the Radio System. Charlotte is the current Operator. If Mecklenburg County becomes the Operator, it will continue to fulfill the terms of this Agreement.
- 2.9. **“Public Safety Agencies”** means Agencies whose primary function is law enforcement, fire fighting or emergency medical care, as reasonably determined by the Operator.
- 2.10. **“Radio Communication Council”** means the council of Mooresville Agencies that use the Radio System, as described more specifically in **Section 3.8** of this Agreement.
- 2.11. **“Radio Service Fee”**: means the annual fee to be paid by Mooresville for the Mooresville Agencies for the performance of Operator Services and access to the Radio System, as described more specifically in Exhibit D.
- 2.12. **“Radio System”** means: (a) the 800 MHz trunked radio system infrastructure currently operated by Charlotte (consisting of eight primary Simulcast tower sites and related operations), (b) the Regional Master Site and all subsystems currently a part of the radio

system by agreement with the Operator, (c) all hardware and software encompassed in the foregoing infrastructure; (d) all updates and enhancements to the foregoing; and (e) the FCC licenses necessary to operate the Radio System. The Radio System does not include mobile and portable radio subscriber devices, nor does it include the Mooresville Radio Subsystem.

- 2.13. **“Regional Master Site”** means the radio infrastructure and associated site(s) used by the Operator to control the network, optimize performance, and facilitate interoperable communications between the different agencies and radio subsystem.
- 2.14. **“Regional Radio Board”** means the regional radio board created by the Interlocal Agreement for Regional Radio Agreement entered into by and among Charlotte and various other government entities to: (a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures.
- 2.15. **“Service Level Agreement” or “SLA”** means the agreement setting forth the detailed obligations of Charlotte and Mooresville and attached as **Exhibit C** to this Agreement.
- 2.16. **“Subsystem Manager”** means the entity designated by the Mooresville RCC to be responsible for governance Mooresville Radio Subsystem and collection of fees from the Mooresville Agencies.

### 3. Responsibilities of the Parties.

- 3.1. **FCC Licenses.** Throughout the term of Agreement, Mooresville will provide the Operator the use of all radio frequencies licensed to Mooresville that are necessary to operate the Mooresville Radio Subsystem (the “FCC Licenses”). A list of those FCC Licenses is attached as **Exhibit A**. All FCC licenses used in connection with the Mooresville Radio Subsystem shall remain the sole property of the original licensee. It is understood and agreed by the parties that the FCC Licenses identified in **Exhibit A** are subject to amendment as the Mooresville Radio Subsystem is built out, and that Mooresville will be responsible for obtaining FCC amendment of the FCC Licenses to list all new Mooresville locations. Mooresville shall provide a copy of all of the FCC Licenses to Operator and shall provide Operator with copies of all FCC amendments to the FCC Licenses shortly after they are issued. The Operator shall remain responsible for ensuring that the frequencies are properly used. Mooresville shall perform the necessary administrative responsibilities with regard to the FCC Licenses, which shall include the timely renewal of all licenses and responding to all FCC inquiries. During the term of this Agreement, neither party shall take any action, or fail to take any action, in respect to the FCC Licenses the result of which would be to inhibit or prevent operation of the Radio System or otherwise frustrate the intent of this Agreement.
- 3.2. **Operator Responsibilities.** The Operator will be responsible for performing the functions set forth in **Exhibit C**, the SLA, relating to the management of the Mooresville Radio Subsystem and Radio System (“Operator Services”).
- 3.3. **Radio Service Fees.** Mooresville will serve as Subsystem Manager for the Mooresville Radio Subsystem. As a condition to using the Radio System and performance of the Operator Services, Mooresville shall pay the annual Radio Service Fee to the Operator, as described in **Exhibit D**. On or before December 31st of each year, the Operator will calculate and notify Mooresville of the Radio Service Fees for the upcoming twelve-month period beginning on July 1<sup>st</sup> of that year (the “Fee Notice”) based on the then current Service Level Agreement. On or before January 31st of each year, Mooresville shall notify the Operator of any disagreement with any of the information reflected on the Fee Notice or any proposed changes to the Service Level Agreement.

Radio Service Fees and the allocation thereof will be reviewed over time by the Operator as

infrastructure and Customer changes occur, any proposed changes to Customer fee allocations will be reviewed by the Regional Radio Board. The Operator shall adjust the Radio Service Fees each year in advance to an amount necessary to fund the costs associated with the Operator Services. Notwithstanding the foregoing, the types of costs taken into account in determining the Radio Service Fees shall be limited to the types of costs shown for Mooresville in **Exhibit D**. Mooresville will be responsible for paying the Radio Service Fees to the Operator in accordance with **Section 3.6**.

- 3.4. **Limit on Increases to Radio Service Fees.** Notwithstanding the above, the Operator shall not increase the amount of the Radio Service Fees for a given year by more than the percentage CPI Increase during the preceding calendar year (such number being referred to as the "Allowed Percentage Fee Increase"), except to the extent that such increase became necessary as a result of a percentage price increase during the preceding calendar year of more than the Allowed Percentage Fee Increase for goods or services purchased from a third party and required for Operator Services provided that such price increase is not due to delay or negligence on the part of the Operator was not reasonably avoidable by the Operator, and provided further that any such increase attributable to the Radio System is appropriately allocated among all subscribers of the Radio System. The Operator will notify Mooresville Subsystem Manager of any changes to each fiscal year's Radio Service Fee not later than December 31<sup>st</sup> of the preceding fiscal year (assuming the fiscal year begins on July 1).
- 3.5. **Exception for Force Majeure or Unanticipated Expense.** Upon the occurrence of a Force Majeure Event (as defined in **Section 6.5**), or an Unanticipated Expense (as defined below), the Operator shall have the option to do one of the following: (a) assess the Mooresville Agencies a special, one-time charge to pay the expenses made necessary by the Force Majeure Event or Unanticipated Expense ("Emergency Expenses"); or (b) fund the cost of the Emergency Expenses to the extent that Charlotte City Council has appropriated funds that can be used for this purpose, and obtain reimbursement of such payments from future Radio Service Fees; or (c) fund the cost of the Emergency Expenses through a plan approved by the Operator, Mecklenburg County and Mooresville; or (d) if it is no longer in the Operator's best interest to operate the Radio System as a result of the Force Majeure Event (such as, for example, in a situation where the Radio System is no longer operable and there are no funds appropriated to make it operable), elect to cease operating the Radio System and terminate this Agreement upon ninety (90) days prior written notice to Mooresville. If the Operator elects options (a) or (b) of the preceding sentence and the result will be to increase the charges to Mooresville for using the Radio System by more than 25% for that year, then Mooresville, acting collectively, shall have the option to terminate this Agreement upon sixty (60) days prior written notice to the Operator, unless the Operator notifies them in writing after receipt of such termination notice that the Operator has found an alternative way to fund the Emergency Expense, or has found a way to operate the Radio System without incurring such expense.
- 3.6. **Payment of Radio Service Fees.** The Operator will bill Mooresville directly for the Radio Service Fees, and Mooresville will be responsible for collecting the Radio Service Fees from any other Mooresville Agencies that are not part of Mooresville. Mooresville shall pay the Radio Service Fees to the Operator semiannually in advance, not later than August 31<sup>st</sup> and January 31<sup>st</sup> of each year for the fiscal year beginning on the preceding July 1. In the event Mooresville fails to pay the Radio Service Fees within sixty (60) days after receiving written notice from the Operator that such charges are overdue, the Operator may cut off access to the Radio System until such time as the Operating Cost is paid.
- 3.7. **Strategic Plan.** The Operator and Mooresville will be jointly responsible for the development and biennial review of a strategic plan for upgrading and modernizing the Mooresville Radio Subsystem (the "Strategic Plan"). The Strategic Plan will describe all plans for upgrading and adding to the Mooresville Radio Subsystem over a ten-year period, and will address mobile data and any other new technologies that may offer improvements in the functionality or

reliability of the Mooresville Radio Subsystem. The biennial review of the Strategic Plan will assess progress made during the preceding year and any new developments that may impact the Strategic Plan. Every three years the Operator and Mooresville RCC will jointly update the Strategic Plan to evaluate the impact to the Radio System and the Mooresville Radio Subsystem, incorporate new developments, modify project plans and identify funding requirements. The Strategic Plan and all changes to it will be reviewed and approved by the City of Charlotte CIO and by the Mooresville RCC, provided that the Mooresville RCC shall not have the right to veto any item in the Strategic Plan that does not: (a) materially increase a Mooresville Agency's Radio Service Fees as defined in **Section 3.3**, or (b) require a Mooresville Agency to make a significant investment in new equipment; or (c) have a material negative impact on a Mooresville Agency's ability to use the Radio System or the Mooresville Radio Subsystem, including creating problems involving capacity or interoperability. The Mooresville RCC shall be deemed to have approved the Strategic Plan unless within sixty days after the RCC's receipt of the Strategic Plan, Mooresville gives the Operator specific written notice of each objection thereto. However, neither the Homeland Security Director nor the City of Charlotte CIO shall have the authority to commit Charlotte, Mecklenburg County or Mooresville to spend any funds on the Radio System or the Mooresville Radio Subsystem outside of the Radio Service Fees as required by this Agreement. All budgetary and funding commitments on the part of Charlotte and Mecklenburg County must be approved by City Council and the County Board of Commissioners, respectively, and all budgetary and funding commitments on the part of Mooresville must be approved by the Mooresville Town Council, other than the Radio Service Fees which were approved by each entity's governing board through the resolution authorizing this Agreement.

- 3.8. **Mooresville Radio Communications Council.** The parties recognize that the Mooresville Radio Subsystem serves Mooresville, and that Mooresville Agencies have a legitimate interest in the operation, maintenance, and management of the Mooresville Radio Subsystem. The parties further recognize that the Mooresville Agencies are represented by a Radio Communication Council (the "Mooresville Radio Communications Council," or the "Mooresville RCC"), which was established to discuss and make decisions regarding all approvals, input and other action items required under this Agreement (including but not limited to providing guidance to the Operator in developing the Strategic Plan). Mooresville represents and warrants that the Mooresville RCC has appointed Mooresville as Subsystem Manager of the Mooresville Radio Subsystem, and that it is authorized by the Mooresville RCC to accept notices and communicate with the Operator on behalf of the Mooresville RCC regarding all approvals and other actions required by this Agreement.
- 3.9. **Regional Radio Board.** The parties acknowledge that the Regional Radio Board has been established to: a) guide the strategic growth and development of the Radio System; (b) establish regional performance and technical standards for the Radio System, and (c) establish interoperability processes and procedures. By executing this Radio Service Agreement, Mooresville agrees to have a single representative properly appointed by the Mooresville RCC to serve on the Regional Radio Board to represent all Mooresville Agencies.
- 3.10. **Adding Additional Radios.** Mooresville shall be entitled to use the Baseline Number of radios on the Mooresville Radio Subsystem. In addition to the Baseline Number, Mooresville shall be entitled, through the Mooresville Subsystem Manager: (i) to add additional public safety radios to the Mooresville Radio Subsystem by notifying the Operator, and (ii) to add non-public safety radios to the Mooresville Radio Subsystem by notifying the Operator, provided that adding such non-public safety radios will not in the Operator's reasonable judgment reduce agreed upon service level for the Mooresville Radio Subsystem or the Radio System. If a Mooresville Agency requests an increase in radios that will require a change in the Service Level Agreement, the Operator and the Mooresville Subsystem Manager will work jointly to determine "remedy" option(s). If an agreed option includes need of Mooresville Radio Subsystem upgrades or increased service staffing, etc., the operator can increase the Mooresville Agency's Radio Service Fees for that fiscal year to account for

any costs realized by the Operator for such additional service level that are agreed upon by both parties in advance, provided that if no agreement is reached then the Operator may deny the request to increase the radios.

3.11. **Priorities and Restriction of Access.** While consideration will be given to any reasonable request for use of the Radio System, the Operator will make access decisions regarding the addition of non-public safety radios with the goal of ensuring that agencies already utilizing the Radio System will not be negatively impacted by the addition of a new Mooresville Agency or additional radios to the Mooresville Radio Subsystem. It is also understood that public safety agency access and utilization of the Radio System is first priority and that the access of other agencies, whether currently on the Radio System or requesting service in the future, may be restricted to avoid negatively impacting the use of the Radio System by Public Safety Agencies. However, the Operator will seek to avoid restricting Mooresville Agency access by reducing or terminating non-essential features such as private call and telephone interconnect, with public safety receiving first priority. The Operator will notify the Regional Radio Board when new access requests have the potential to require reprioritizations or restrictions that impact current Radio System participants.

3.12. **Emergency and Planned Access By Agencies Outside The Radio System.** The Operator is authorized to provide temporary emergency radio access to public safety agencies that are not on the Radio System upon request. Temporary access for anything other than an emergency must be coordinated with the Operator as soon as reasonably practicable, but not later than the sooner of: (a) 14 calendar days prior to the date access will be needed by the Mooresville Agency; or (b) the date the Mooresville Agency first learned of the event giving rise to the need for access. For purposes of this Agreement, emergencies include only those events that could not have reasonably been foreseen. Planned events and functions will not be deemed emergencies.

3.13. **Radio System Identification Access Code and System Key.** It is contemplated that the Mooresville Agencies will each have their individual radio units programmed either by the Operator or by an authorized representative of the Operator. Mooresville will not have access to the Radio System identification access code nor to the system key, except pursuant to a separate written agreement signed by the Operator that will address restrictions on access to such information and remedies in the event of default.

3.14. **Access to Facilities, Software and Equipment.** Throughout the term of this Agreement, the Mooresville Agencies shall provide the Operator with unlimited access to any equipment or software in their possession or control that the Operator needs to access in order to perform its obligations under this Agreement (with such access being provided 24 hours a day, seven (7) days a week, three hundred and sixty five (365) days a year, or 366 days a year during leap years).

#### 4. **Term and Termination.**

4.1. Due to the terms, conditions and mutually beneficial purposes of this Agreement, it is reasonable for the duration of this Agreement to be perpetual. Therefore, the term of this Agreement shall commence on its Effective Date and shall continue until terminated in accordance with the termination provisions of this Agreement. Notwithstanding the foregoing, the parties to this Agreement shall meet during the seventh (7<sup>th</sup>) year following the Effective Date and thereafter every five years to review this Agreement. Upon termination of the Agreement, the Mooresville Radio Subsystem shall remain the property of Mooresville, and the Operator's rights to use the radio frequencies licensed to Mooresville pursuant to the FCC Licenses attached as **Exhibit A** shall revert to Mooresville (with each entity owning the licenses that it owned prior to the Effective Date of this Agreement). Notwithstanding the forgoing, in the event of termination: (a) Mooresville shall have no use or ownership rights with respect to any other FCC licenses, or any

other assets or licenses associated with the Radio System; and (b) all assets purchased with UASI federal grant funds shall be returned to the Operator for use within the Radio System except upgrades that have been made to the Mooresville Subsystem during the duration of this Agreement that cannot practicably be removed without a material detrimental impact to the Mooresville Subsystem (“Essential Upgrades”) will belong to Mooresville. The parties agree that the Essential Upgrades will not include system to system connectivity hardware and software that is used to connect the Mooresville Subsystem to the Radio System. The parties further agree that the Essential Upgrades purchased with UASI funds will not belong to Mooresville to the extent prohibited by the UASI grant or by federal law.

4.2. This Agreement may be terminated as follows:

- 4.2.1. **Mutual Consent.** The parties may terminate this Agreement upon mutual consent under such terms as may be agreed to by the parties. The parties shall take into consideration the effect of termination on all users of the Radio System.
- 4.2.2. **Termination for Default.** The Operator may terminate this Agreement on behalf of Charlotte and Mecklenburg County in the event Mooresville materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1<sup>st</sup> following Mooresville’ failure to cure. Mooresville may terminate this Agreement with respect to Charlotte and Mecklenburg County in the event the Operator materially breaches this Agreement and fails to cure such breach within six (6) months after receipt of written notice of the breach, provided that such termination shall not be effective until the first July 1<sup>st</sup> following the Operator’s failure to cure. Notwithstanding the forgoing, if the breach in question cannot reasonably be cured within a six month period, then the cure period shall be automatically extended for a time period that is reasonably sufficient to cure the breach, so long as the party in breach is diligently and in good faith attempting to cure. A notice of breach under this Section shall not be effective unless it specifically identifies the breach and what must be done to cure it. Nothing herein shall be deemed to prohibit the Operator from cutting off radios pursuant to **Section 3.6** in the event of non-payment.
- 4.2.3. **Termination Without Cause.** Either Charlotte and Mecklenburg or Mooresville may unilaterally terminate the Agreement upon twenty-four (24) months notice in writing to the other party.
- 4.2.4. **Termination Due To Force Majeure.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 6.5** in the event of a Force Majeure Event.
- 4.2.5. **Termination Due To Emergency Expense or Unanticipated Expense.** The parties may terminate this Agreement under the terms and conditions set forth in **Section 3.5** in the event of a Force Majeure Event.
- 4.2.6. **Termination Due to Change in Subsystem Manager.** The Operator may terminate this Agreement immediately upon notice to Mooresville if the Mooresville RCC ever replaces Mooresville as Subsystem Manager of the Mooresville Radio Subsystem.
- 4.2.7. **Any Termination Must Apply to All Entities.** Notwithstanding the foregoing, if the Operator terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by the Operator (b) shall be on behalf of both Charlotte and Mecklenburg; and (c) shall be effective as to all Mooresville Agencies on the same date. Notwithstanding the foregoing, if Mooresville terminates this Agreement under any of the preceding provisions, then such termination: (a) shall be through a written notice signed by Mooresville; (b) shall be on behalf of Mooresville Agencies; and (b) shall be effective as to Charlotte and Mecklenburg on the same date.

5. **NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.
- 5.1. Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Agreement shall be sent to:

<b>For Charlotte</b>	<b>For the Mooresville</b>
Name: Jeff Stovall	Name:
City of Charlotte – 10 <sup>th</sup> Floor	Mooresville
600 East Fourth Street	Address:
Charlotte, NC 28202	
Phone:	Phone:
Fax:	Fax:
E-Mail	E-Mail :
<b>With Copy To:</b>	<b>With Copy To:</b>
Name: Cindy White	Name:
City Attorney's Office	Town Attorney's Office
600 East Fourth Street	
Charlotte, NC 28202	
Phone:704-336-3012	Phone:
Fax:	Fax:
E-Mail: <a href="mailto:cwhite@charlottenc.gov">cwhite@charlottenc.gov</a>	E-Mail :
<b>Operator's Representative:</b>	

Wireless Communications Manager	
City of Charlotte	
527 Spratt Street	
Charlotte, NC 28206	
Phone:704-336-2381	
Fax:	
E-Mail:	
<b>For Mecklenburg County:</b>	
Name: Dena Diorio	
Mecklenburg County	
600 East Fourth Street	
Phone:704-336-2661	
Fax:	
E-Mail: @mecklenburgcountync.gov	
<b>With Copy To:</b>	
Name: Tyrone C. Wade	
County Attorney's Office	
600 East Fourth Street	
Charlotte, NC 28202	
Phone: 980-341-2908	
Fax:	
E-Mail TyroneC.Wade@mecklenburgcountync.gov	

5.2. All other notices shall be sent to the Operator’s Representative (if to Charlotte), and to the Radio Manager designated by the party in question, if to Mecklenburg County, or Mooresville as identified at the most recent address provided in writing by such party.

**6. Miscellaneous.**

6.1. *ENTIRE AGREEMENT.* This Agreement, including all Exhibits, constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

6.2. *AMENDMENT.* No amendment or change to this Agreement shall be valid unless in writing and signed by the party against whom enforcement is sought.

6.3. *GOVERNING LAW AND VENUE.* North Carolina law shall govern the interpretation and enforcement of this Agreement, and any other matters relating to this Agreement (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Agreement shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Agreement, the parties submit to the jurisdiction

of said courts and hereby irrevocably waive any and all objections they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.

- 6.4. *BINDING NATURE AND ASSIGNMENT.* This Agreement shall bind the parties and their successors and permitted assigns. No party may assign this Agreement without the prior written consent of the other parties. Any assignment attempted without the written consent of the other parties shall be void.
- 6.5. *FORCE MAJEURE.* Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to this Agreement and such failure or delay shall not be deemed a default of this Agreement or grounds for termination hereunder if such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, tornado, lightning strikes, elements of nature or other acts of God, or by acts of war, terrorism, riots, civil disorders, rebellions or revolutions, strikes, lockouts, court order not attributable to the negligence, misfeasance or malfeasance of the Operator, or other acts or circumstances outside the Operator's reasonable control. Each of the foregoing shall be deemed a "Force Majeure Event" for purposes of this Agreement and the Service Level Agreement.

If any party is prevented or delayed in the performance of its obligations hereunder by a Force Majeure Event, that party shall immediately notify the other parties in writing of the reason for the delay or failure to perform, describing in as much detail as possible the Force Majeure Event causing the delay or failure and discussing the likely duration of the Force Majeure Event and any known prospects for overcoming or ameliorating it. The Operator agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Radio System, exclusive of the Mooresville Radio Subsystem, and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Mooresville agrees to take all reasonable measures to overcome or ameliorate any Force Majeure Event affecting the Mooresville Radio Subsystem and its adverse effects on this Agreement, and to resume performance as completely as is reasonably possible once the Force Majeure Event is overcome or ameliorated. Notwithstanding the foregoing duties of the parties, either the Operator or Mooresville may elect to terminate this Agreement with ninety (90) days written notice to the other parties hereto if: (i) if the Force Majeure Event has rendered the Radio System inoperable and insufficient funds have been appropriated for the Operator to make the Radio System operable; or (ii) if the Force Majeure Event has rendered the Mooresville Radio Subsystem inoperable and insufficient funds have been appropriated for Mooresville' to make it operable. Notwithstanding the foregoing, a Force Majeure Event may result in an increase in Radio Service Fees as provided in **Section 3.5**.

- 6.6. *RIGHT TO AUDIT.* Any party shall have the right to audit at its own expense any of the other parties' records associated with the Radio System or the Mooresville Radio Subsystem, including financial records, maintenance logs, incident reports, and any other records, during the term of this Agreement and for a period of three years after its termination. Each party will make all such records available for copying and inspection on reasonable notice during regular business hours.
- 6.7. *SEVERABILITY.* The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of this Agreement so long as the material purposes of this Agreement can be determined and effectuated. If any provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 6.8. *WAIVER.* No delay or omission by any party to exercise any right or power it has under this Agreement shall impair or be construed as a waiver of such right or power. A waiver by any

party of any covenant or breach of this Agreement shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Agreement shall be effective unless in writing and signed by the party waiving the rights.

- 6.9. *SURVIVAL OF PROVISIONS.* Those Sections of this Agreement and the Exhibits which by their nature would reasonably be expected to continue after the termination of this Agreement shall survive the termination of this Agreement.
- 6.10. *FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.* In performing the services pursuant to this Agreement, the parties shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 6.11. *TITLES OF SECTIONS.* The section headings inserted herein are for convenience only, and are not intended to be used as aids to interpretation and are not binding on the parties.
- 6.12. *CONSTRUCTION OF TERMS.* Each of the parties has agreed to the use of the particular language of the provisions of this Agreement and any questions of doubtful interpretation shall not be resolved by any rule or interpretation against the drafters, but rather in accordance with the fair meaning thereof, having due regard to the benefits and rights intended to be conferred upon the parties.
- 6.14. *INDEMNIFICATION.* To the extent permitted by applicable law, each party (as the "Indemnifying Party") agrees to protect, defend, indemnify and hold the other parties, their officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due to the negligence of the Indemnifying Party, its officers, employees, subcontractors or agents. To the extent permitted by applicable law, the Indemnifying Party further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.
- 6.15. *LIMITATION OF LIABILITY / EXCLUSIVE REMEDY.* The Mooresville Agencies' remedies for breach of this Agreement by the Operator are limited to a refund of Radio Service Fees paid under this Agreement for the year in which the breach occurred, and termination of this Agreement in accordance with **Section 4**. To the fullest extent permitted by law, neither Charlotte, nor Mecklenburg nor Mooresville shall be liable to the other parties to this Agreement or to any third party for any direct, consequential, indirect, special damages, lost profits or attorneys' fees in connection with any matters relating to this Agreement, and both parties hereto waive any right they may have under this Agreement, at law or in equity to recover such damages, profits or fees from the other party.
- 6.16. *DISPUTE RESOLUTION.* If any Mooresville Agency has a concern related to the Radio Services provided under this Agreement, the Mooresville Agency shall first contact the following individuals with the City, to discuss the concerns:

Danny Lovett            Operator's Representative            704.336.2381

If after contacting the above-listed individuals, or their successors, the Mooresville Agency's concerns have not been resolved, the Mooresville Agency shall escalate their concerns to the City's Chief Information Officer (CIO), who will designate a team to discuss the concerns face-to-face within thirty (30) days after receiving notice that the Mooresville Agency was unable to resolve its concerns by discussions with Operator's Representative. The

Mooresville Agency shall follow this process for dispute resolution prior to initiating any civil action or other proceeding against the City in connection with this Agreement. Notwithstanding the foregoing, if an issue comes to the CIO of Charlotte that is within the responsibilities of the Regional Radio Board as set forth in the Regional Radio Board governing documents, the CIO will refer the issue to the Regional Radio Board.

6.17 *COOPERATION REGARDING FUTURE GRANTS.* The Operator and Mooresville will cooperate in good faith in applying for and obtaining any future grants for projects or purchases that the parties mutually agree are consistent with the needs of the Radio System and the Mooresville Radio Subsystem and will be feasible within budgetary constraints. The parties may also pursue individual grant opportunities.

6.18 *NO THIRD PARTY BENEFICIARIES.* This Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than Charlotte, Mecklenburg County and Mooresville.

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

**MOORESVILLE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTESTED:

**CITY OF CHARLOTTE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

ATTESTED:

**MECKLENBURG COUNTY**

BY: \_\_\_\_\_

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

# Exhibit A FCC Licenses

Below is a list of the FCC Licenses that are necessary for operation of the Mooresville Radio Subsystem. Mooresville is the licensee on the FCC Licenses has provided or shall within five (5) days after the Effective Date of this Agreement provide the Operator with copies of each of these FCC Licenses. Mooresville shall remain responsible for renewing these FCC Licenses and keeping them up to date, and for procuring any amendments needed in connection with the Mooresville Radio Subsystem. Mooresville shall pay any fees required to maintain, renew or amend the FCC Licenses.

FCC Registration Number (FRN): 0001591155

Call Sign: WQMR236

File Number: 0004352625

Call Sign: WPYJ821

File Number: 0006494702

As Per Attached RCC Authorizations



**Federal Communications Commission**  
Public Safety and Homeland Security Bureau

**RADIO STATION AUTHORIZATION**

LICENSEE: MOORESVILLE, TOWN OF

ATTN: FIRE CHIEF WES GREENE  
MOORESVILLE, TOWN OF  
7835 US HWY 52  
PO BOX 878  
MOORESVILLE, NC 28115

Call Sign WQMR236	File Number 0004352625
Radio Service YE- PubSafty/SpecEmer/PubSaftyNtlPlan, 806-817/851-862MHz,Trunked	
Regulatory Status PMRS	
Frequency Coordination Number 15YEAP100219542	

FCC Registration Number (FRN): 0001591155

Grant Date 10-26-2010	Effective Date 10-26-2010	Expiration Date 10-26-2020	Print Date 10-27-2010
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**STATION TECHNICAL SPECIFICATIONS**

Fixed Location Address or Mobile Area of Operation

Loc. 1 Address: 2522 CHARLOTTE HWY  
City: MOORESVILLE County: IREDELL State: NC  
Lat (NAD83): 35-35-43.0 N Long (NAD83): 080-50-30.0 W ASR No.: 1247118 Ground Elev: 262.4

Loc. 2 Area of Operation  
Operating within a 32.0 km radius around fixed location 1

Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht. ffp meters	Ant. AAT meters	Construct Deadline Date
		000851.45000000	FB2			20KOF3E	150.000	500.000	146.3	157.0	10-26-2011
		000851.67500000	FB2			20KOF3E	150.000	500.000	146.3	157.0	10-26-2011
2		000851.45000000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000806.45000000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000851.67500000	MO	1200		20KOF3E	15.000	35.000			10-26-2011
2		000806.67500000	MO	1200		20KOF3E	15.000	35.000			10-26-201 1

Control Points

Control Pt. No. I  
Address: 2522 CHARLOTTE HWY

Conditions:  
Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: MOORESVILLE, TOWN OF

Call Sign: WQMR236

File Number: 0004352625

Print Date: 10-27-2010

City: MOORESVILLE

County: IREDELL

State: NC

Telephone Number: (704)664-1338

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**Waivers/Conditions:**

Prior to commencing operations on any channel or channels specified under this authorization, the licensee must provide at least 60 days written or electronic notice to Sprint Nextel Corporation that it intends to activate the channel(s) for testing or commencement of operations. Sprint Nextel must cease operation on the channel(s) specified in the notice by the intended date to the extent necessary to comply with the co-channel spacing requirements of § 90.621(b), after which the licensee may activate the channel(s). Sprint Nextel Corporation has established an email box to receive these notifications at [800mhzinterleavedspectrum@sprint.com](mailto:800mhzinterleavedspectrum@sprint.com).



# Federal Communications Commission

Public Safety and Homeland Security Bureau

## RADIO STATION AUTHORIZATION

LICENSEE: MOORESVILLE, TOWN OF

ATTN: FIRE CHIEF CURT DEATON  
 MOORESVILLE, TOWN OF  
 PO BOX 878  
 MOORESVILLE, NC 28115

Call Sign WPYJ821	File Number 0006494702
Radio Service YE - PubSafty/SpecEmer/PubSaftyNtlPlan, 806-817/851-862MHz,Trunked	
Regulatory Status PMRS	
Frequency Coordination Number	

FCC Registration Number (FRN): 0001591155

Grant Date 07-29-2013	Effective Date 10-08-2014	Expiration Date 08-25-2023	Print Date 10-08-2014
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### STATION TECHNICAL SPECIFICATIONS

Fixed Location Address or Mobile Area of Operation

Loc.1 Address: 2522 CHARLOTIE HWY  
 City: MOORESVILLE County: IREDELL State: NC  
 Lat (NAD83): 35-35-43.0 N Long (NAD83): 080-50-30.0 W ASR No: 1247118 Ground Elev: 262.4

Loc.2 Area of Operation  
 Operating within a 32.0 km radius around fixed location ■

#### Antennas

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht.rfp meters	Ant. AAT meters	Construct Deadline Date
		000851.5750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.1125000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.7750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.1125000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.4500000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.8375000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.3250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.6625000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011

Conditions:  
 Pursuant to §309(h) of the Communications Act of 1934, as amended, 47 U.S.C. §309(h), this license is subject to the following conditions: This license shall not vest in the licensee any right to operate the station nor any right in the use of the frequencies designated in the license beyond the term thereof nor in any other manner than authorized herein. Neither the license nor the right granted thereunder shall be assigned or otherwise transferred in violation of the Communications Act of 1934, as amended. See 47 U.S.C. § 310(d). This license is subject in terms to the right of use or control conferred by §706 of the Communications Act of 1934, as amended. See 47 U.S.C. §606.

Licensee Name: MOORESVILLE, TOWN OF

Call Sign: WPYJ821

File Number: 0006494702

Print Date: 10-08-2014

Loc. No.	Ant. No.	Frequencies (MHz)	Sta. Cis.	No. Units	No. Pagers	Emission Designator	Output Power (watts)	ERP (watts)	Ant. Ht. ffp meters	Ant. AAT meters	Construct Deadline Date
		000852.86250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000852.88750000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.06250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
		000853.71250000	FB2			20KOF3E	150.000	500.000	146.3	157.0	12-23-2011
2		000806.57500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.77500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.45000000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.83750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000851.57500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.77500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.11250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.45000000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.83750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.32500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.66250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.86250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000807.88750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.06250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000808.71250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.32500000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.66250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.86250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000852.88750000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.06250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011
2		000853.71250000	MO	1200		20KOF3E	15.000	35.000			12-23-2011

Control Points

Control Pt. No. 1

Address: 2522 CHARLOTTE HWY

City: MOORSEVILLE County: IREDELL State: NC Telephone Number:(704)664-1338

Control Pt.No. 2

Address: 201 E. Water Street

City:Statesville County: State: NC Telephone Number:(704)664-1338

Waivers/Conditions:

NONE

## **Exhibit B**

### **Baseline Radios and Consoles**

Mooresville: 503 subscriber units and 5 communications consoles

Notwithstanding anything contained herein to the contrary, no services will be provided for personal radios (those not owned by the Mooresville Agency paying for the applicable service)

**Exhibit C**  
**Service Description and Service Level**

## DESCRIPTION OF RADIO SERVICE

Unless otherwise defined herein, capitalized terms in this Exhibit shall have the same meanings as are assigned to such terms in the main body of the Agreement. Additionally, the term "Customer" as used in this Exhibit means Mooresville.

In consideration of Mooresville's performance of the obligations under the Agreement, including payment of the Radio Service Fees, the Operator will provide the following services:

1. **MANAGEMENT RESPONSIBILITIES.** Operator will be responsible for all functions relating to the operation, management, maintenance, licensing, and upgrade of the Radio System. These functions include, but are not limited to:

- 1.1. **Radio System Operation and Management.**

- 1.1.1. Assignment of radio identification numbers for subscriber radios.
- 1.1.2. Management of the Regional Master Site Controller database. This includes the assignment and deletion of subscriber IDs, the assignment and control of features such as private call, messaging features, and Security Group assignment.
- 1.1.3. Negotiation, implementation, and monitoring of all contracts and leases required for the operation of the Radio System (within the bounds of the Operating Budget).
- 1.1.4. Providing necessary reports and updates related to the Radio System and Mooresville Radio Subsystem operation and upgrade projects.
- 1.1.5. Evaluation of all requests for new or additional equipment, including the potential for adverse loading effects. The request and evaluation may be presented to the Mooresville Radio Communication Council for consideration and comments.
- 1.1.6. Managing the loading and performance of the Radio System.

- 1.2. **Fixed Site Management.**

- 1.2.1. Maintaining all fixed site equipment associated with the Radio System and the Mooresville Radio Subsystem .
- 1.2.2. Using diligent efforts to ensure that all Radio System and the Mooresville Radio Subsystem equipment failures and/or problems receive priority service necessary to maintain the agreed upon system availability (see paragraph 2.1.1).
- 1.2.3. Submitting status reports and updates on construction projects relating to the Radio System or the Mooresville Radio Subsystem to the Mooresville Radio Communication Council.
- 1.2.4. Documentation and maintenance of all equipment records associated with the fixed site equipment utilized in the Radio System and the Mooresville Radio Subsystem.

- 1.3. **Strategic Planning.**

- 1.3.1. Design and support associated with sufficient signal strength coverage on the Radio System and the Mooresville Radio Subsystem for public safety services.
- 1.3.2. Identifying and evaluating new technology and/or potential enhancements and upgrades for the Radio System and the Mooresville Radio Subsystem.
- 1.3.3. Working with the Mooresville Radio Communication Council to develop the "Strategic Plan" as described in **Section 3.7**.
- 1.3.4. Working with the Mooresville Radio Communication Council to review and update the Strategic Plan. The Radio Communication Manager will inform all parties of progress being made to implement the Strategic Plan.

#### **1.4. Development of Budget and Chargeback Model**

- 1.4.1. Adjusting the annual Radio Service Fees if necessary as provided in the Agreement.
- 1.4.2. Development of capital and operating budgets necessary for the operation, maintenance, and upgrade of the Radio System.
- 1.4.3. Review and revise radio services chargeback models as required to ensure appropriate allocation of Radio System and Mooresville Subsystem costs.

#### **2. RADIO NETWORK SERVICE LEVELS.** The Operator will provide the following levels of service to the Customer.

- 2.1.1. "*Radio Network Availability*" is defined as the total actual uptime of the Radio System and Mooresville Radio Subsystem divided by the amount of possible available uptime less: (a) scheduled downtime and (b) downtime due to Force Majeure. The "Targeted Network Availability" is 99.9%, as measured by the Motorola Monthly Metrics Report.
- 2.1.2. If the Radio Network Availability, as measured by the Motorola Monthly Metrics Report, is less than Targeted Network Availability for three consecutive monthly reporting periods, or four months out of any consecutive twelve-month period, the Mooresville Agency will receive a credit against future Radio Service Fees equal to 25% of the operating expense portion of the Mooresville Agency's Radio Service Fee for each month of non-compliance.
- 2.1.3. If Radio Network Availability drops below Target Network Availability for two consecutive monthly reporting periods, the Radio Communication Manager will inform all affected Mooresville Agencies as to the nature of the problem, the proposed resolution and the timeframe for resolution.
- 2.1.4. Upon written request to the Operator, the Mooresville Subsystem Manager will receive a copy of the monthly "Metrics Report" delivered by Motorola, or any other company then monitoring the Radio Network.

#### **2.2. Service Level for Network Access.** The Operator shall comply with the following "Service Levels for Network Access."

- 2.2.1. New radio IDs will be issued within 2 working days of receipt of request, provided that the Operator's Representative has determined that such additional radios are allowable within the terms of the Agreement.
- 2.2.2. Operator will provide level of access to personnel approved by the Mooresville Subsystem Manager needed to make subscriber update changes to the User Configuration Manager (UCM).

#### **2.3. Service Level Requirements for Emergency Service Calls.** The Operator shall comply with the following "Service Levels for Emergency Service Calls."

- 2.3.1. **Definition of Emergency Service Calls.** Severity Level 1 calls as defined in the chart below shall constitute "Emergency Service Calls." All Severity Level 2 and below service calls shall constitute "Routine Service Calls, and shall be subject to Section 2.4 of this Exhibit.

Severity Level	Problem Type and examples (If applicable)
<p><b>Severity 1</b> Total loss of communications or functionality. Affected equipment is in excess of 20% at any one site or location. 7X24 response</p> <p>THIS IS DENOTED BY THE MOORESVILLE AGENCIES AS AN EMERGENCY SERVICE CALL</p>	<p>Regional controller down. Network Down. Network in "Site trunking" (HP or Database server down). Consoles down.</p>
<p><b>Severity 2</b> Network impaired, but affected equipment is not in excess of 33% at any one site or location. 8X5 standard business day response.</p> <p>THIS IS DENOTED BY THE MOORESVILLE AGENCIES AS A "ROUTINE SERVICE CALL". ALL SEVERITY 2 AND BELOW ARE "ROUTINE SERVICE CALLS"</p>	<p>Configuration issues - Single X-terminal problem (local or remote). Trackball broken</p>
<p><b>Severity 3</b> Non-critical questions. Technician is not on site. 8X5 standard business day response. ROUTINE</p>	<p>Upgrades or intermittent problems, Network problems presently being monitored. Parts Question. Scheduled Preventative Maintenance.</p>
<p><b>Severity 4</b> Specific statement of work performed at scheduled date. ROUTINE</p>	<p>Scheduled upgrades and Network expansions.</p>

**2.3.2. Service Levels for Emergency Service Calls**

Service Level for Emergency Service Calls	Response To Emergency Service Calls
<p>Telephone Answering by Human Operator (land line, cellular or radio)</p>	<p>100% of calls answered will be answered by a Human Operator. This is currently Motorola's responsibility.</p>
<p>Call Logging</p>	<p>100% of onsite emergency calls logged within 1 hour.</p>
<p>Call Routing</p>	<p>100% of calls routed within 15 minutes of call conclusion. This is currently Motorola's responsibility.</p>
<p>Repair of Covered Equipment (for which the Mooresville Agency purchases maintenance under this Agreement)</p>	<p>Radio Technician arrives, troubleshoots, diagnoses, starts repairs, or swaps out failed equipment, 80% of requests within 2.5 hours, provided that if the request involves the radio console work, will begin within 2.5 hours (including work performed remotely) 100% of the time.</p>

**2.4. Service Level Requirements for Routine Service Calls.** The Operator shall exercise

reasonable diligence in responding to Routine Service Calls, and will provide the Mooresville Agencies with the same level of service in this regard as is received by Operator's agencies.

**3. MAINTENANCE SERVICES.** The following services are provided as an optional service referenced in **Exhibit D** "technician support". If the "technician support" option is not chosen, the Operator will provide such services if and when requested by the Customer based on resource availability and at the Operator's then current prices for such service.

**3.1. Installation and removal of mobile equipment.** Installation and removal of electronic equipment mounted in a vehicle or on motorized equipment. If a Mooresville Agency elects to purchase such service, the following service levels shall apply:

3.1.1. Removals of electronic equipment will be performed within one working day for work scheduled five working days in advance.

3.1.2. Installation of electronic equipment will be performed within two working days for work scheduled five working days in advance.

3.1.3. All work will be completed to specifications and price agreed to at time of scheduling.

**3.2. Maintenance of electronic equipment.** This includes maintenance of all handheld radios, mobile radios, and other vehicle mounted electronic equipment except computers. Included in the maintenance of radio equipment service is unlimited re-programming of radio equipment. If a Mooresville Agency elects to purchase such service, the following service levels shall apply.

3.2.1.1. Equipment will be repaired within five working days except where parts are not available or other circumstances exist that are beyond our control. For repairs that cannot be completed within the five days, the Customer will be contacted and a completion schedule established.

3.2.2. Lightbars, fuses, sirens, mounting equipment, and other minor repairs will be completed on a first come first served basis in the drive through. Once started, these repairs will be completed within 30 minutes.

3.2.3. Programming of radio equipment will be performed within two working days if scheduled, except in quantities in excess of twenty for which a completion schedule will be established.

**3.3. Batteries.** The Operator agrees to maintain a stock of batteries for the radios utilized on the radio system. Batteries can be purchased at the Motorola Trunked Customers Group Price.

**3.4. Consultation and Project Management Services.** The following Services may be purchased from the Operator on a case-by-case basis on terms mutually acceptable to the Mooresville Agency and the Operator.

3.4.1. Assistance in the design and installation of specialized communication systems.

3.4.2. All special projects will be completed to project specific agreed upon standards.

3.4.3. Project pricing and scheduling will be negotiated with the requesting Mooresville Agency.

**4. EXCLUDED SERVICES.** The Radio Service shall not include and the Operator shall not be required to perform the following:

**4.1.** Services to equipment which has become defective other than through normal wear and usage,

such as, but not limited to:

- 4.1.1. Accidents, physical or electronic misuse or abuse.
- 4.1.2. Unauthorized attempts by personnel or third parties not from the Operator's Radio Shop to repair, maintain or modify the equipment.
- 4.2. Services to equipment that is necessary because of unauthorized relocation, reinstallation, or other activities that have altered the equipment or Radio System or Mooresville Radio Subsystem.
- 4.3. Services required because of unauthorized connection of radio equipment to other machines, equipment, or devices.
- 4.4. Services required because of unauthorized alterations to other equipment, machines or devices to which the equipment or Radio System or Mooresville Radio Subsystem is connected.
- 4.5. Service needed for Computer terminal due to phosphor burned or defective CRTs.
- 4.6. Service to personal radios (those not owned by the Mooresville Agency paying for service)

**Exhibit D**

**FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT**

**FEES FOR EQUIPMENT MAINTENANCE AND SUPPORT.** Current annualized costs associated with services to be provided are detailed below. These costs will be reviewed annually in accordance with **Section 3** of the Agreement.

Annualized costs are represented in the Contract Costs section below. Actual charges will be prorated based on date of system acceptance as determined by the Operator based on the contract under which Motorola provides the system and equipment listed below.

<b>Motorola Contract Costs</b>	<b>Annualized</b>	
<b>SSC with Metrics</b>	\$27,536	
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, and performance reporting</i>		
<b>Upgrade Assurance Program(SUA II)</b>	\$22,100	
<i>Cover hardware and software cost necessary for keeping the system current.</i>		
<b>Infrastructure Repair/Advanced Replacement</b>	\$8,600	
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs, dependent on part availability.</i>		
<hr/>		
<b>Mooreville Contracts Total</b>	<b>\$58,236</b>	
Charges below will not be in effect until such time as the Mooreville Subsystem is connected to the Regional Radio System. Pricing below is annualized costs. Actual charges will be prorated based on date of service connection:		
<b>Master Site Shared Cost (16.5%)</b>		<b>Master Site Total</b>
<b>Upgrade Assurance Program(SUAII)</b>	\$38,811	\$235,219
<i>Cover software and hardware cost necessary for keeping the system current.</i>		
<b>SSC &amp; Training</b>	\$47,003	\$284,865
<i>System Support - Cover the cost of monitoring the system for failures, technician dispatch, engineering/technical support, training and performance reporting</i>		
<b>Infrastructure Repair/Advanced Replacement</b>	\$6,776	\$41,067
<i>Cover the repair of infrastructure equipment. Allows for the replacement of failed equipment immediately without waiting several days for repairs.</i>		
<hr/>		
<b>Regional Master Site Total</b>	<b>\$92,590</b>	<b>\$561,151</b>
<hr/>		
<b>Contract Section Subtotal</b>	<b>\$150,826</b>	

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**Charlotte CIT Support****\$74,817\***

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This cost is for support provided to ensure proper maintenance and operation of the Mooresville Radio Subsystem. It includes tower infrastructure maintenance, RCC support, console maintenance, planning, and administration work effort equivalent to one full time network engineer, radio account management services equivalent to one-fourth business system associate FTE and related radio service management and strategic planning.

\*Current support fee based on one tower site, fee to be reviewed upon addition of tower(s)

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**TOTAL****\$225,643**

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**Technician support (optional)****\$88,336**

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A FTE (full-time equivalent) technician to provide subscriber equipment troubleshooting/repair, radio programming. Support can be provided to all devices associated with the Mooresville Radio Subsystem.

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**TOTAL w/FTE Technician Support**

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**\$313,979**

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CHARLOTTE CITY COUNCIL  
RESOLUTION  
AUTHORIZING EXECUTION OF AN  
INTERLOCAL AGREEMENT FOR RADIO SERVICE  
BETWEEN THE CITY OF CHARLOTTE, MECKLENBURG COUNTY, AND THE TOWN  
OF MOORESVILLE

**WHEREAS**, under North Carolina General Statutes §160A-461 and §153A-445,as amended, cities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

**WHEREAS**, the Town of Mooresville, the City of Charlotte and Mecklenburg County now desire to enter into an Interlocal Agreement for Radio Service, a copy of which is attached to this resolution (the “Agreement”); and

**WHEREAS**, the purpose of the Agreement is to ensure that the public safety agencies of all participating local governments have the communications infrastructure and regional integration to respond in a coordinated manner to local and regional emergencies; and

**WHEREAS**, the participating local governments desire to approve the Agreement, and to authorize their respective City, Town and County Managers to amend the Agreement to incorporate any future changes that the parties may agree to from time to time regarding the radio service or support provided under the Agreement, so long as such changes do not impose any costs on the City of Charlotte, now, therefore be it

**RESOLVED** by the Charlotte City Council that the Agreement is hereby approved, that the City Manager is hereby authorized to execute such Agreement in substantially the form attached to this Resolution, that this Resolution shall be spread upon the minutes, and that the City Manager is authorized to amend the Agreement to incorporate any future changes that the City Manager, Mooresville Town Manager and Mecklenburg County Manager may agree to from time to time regarding the radio service or support provided under the Agreement, so long as such changes do not impose any costs on the City that are not subject to reimbursement by Mooresville.

Approved the \_\_\_\_ day of January, 2016

[Certification on the following page]

CERTIFICATION

I, \_\_\_\_\_, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the \_\_\_\_ day of \_\_\_\_\_ 2016 the reference having been made in Minute Book \_\_\_\_\_, and recorded in full in Resolution Book \_\_\_\_\_, Page (s) \_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_ 2016.

\_\_\_\_\_  
\_\_\_\_\_, CMC, City Clerk



Agenda Date: 1/11/2016

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Agenda #: 25.File #: 15-2059 Type: Consent Item

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## Interlocal Agreement for the Greater Charlotte Regional Freight Mobility Plan

### Action:

- A. Accept Federal Highway Administration funds in the amount of \$200,000 on behalf of Charlotte Regional Transportation Planning Organization,**
  
- B. Approve an interlocal agreement for up to \$325,000 with Centralina Council of Governments for the Greater Charlotte Regional Freight Mobility Plan, and**
  
- C. Adopt a budget ordinance appropriating \$200,000.**

### Staff Resource(s):

Robert Cook, Planning

### Explanation

- The Centralina Council of Governments (CCOG) is seeking to complete the Regional Freight Mobility Plan Study, which will:
  - Assess the current state of truck and rail freight system operations;
  - Identify ways to effectively prioritize and address future freight needs;
  - Identify links that connect the mobility of freight modalities to regional economic development goals and address key opportunities; and
  - Align recommendations and action steps for regional partners.
- The CCOG requested funding from the Federal Highway Administration (FHWA) to support the project - the FHWA requests that a local metropolitan planning organization (MPO) serve as keeper of the funds, and the Charlotte Regional Transportation Planning Organization (CRTPO) is the most logical choice of the four MPOs for this region.
- The City of Charlotte provides staff support for CRTPO. One of the support functions is financial administration services (i.e., receiving and distributing CRTPO funds).
- For CCOG to take advantage of funding, the City must accept and appropriate the \$200,000 on CRTPO's behalf.
- The CRTPO has identified a regional freight study as a priority, and has committed \$125,000 in its annual work program, over two years for the study's completion.
  - \$100,000 of federal funds are part of an annual allocation to the CRTPO, and
  - \$25,000 of local match funds (The City's portion is \$15,250 and the balance is provided by the 23 cities, towns, and counties that are members of the CRTPO).
  - The annual allocation is included in the City's annual budget.

### Charlotte Business INclusion

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**Agenda #:** 25.**File #:** 15-2059 **Type:** Consent Item

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This is an Interlocal agreement contract and is exempt (Part A: Appendix 1.27 of Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Federal Highway Administration Grant, CRTPO federal funds, City's Public Safety and Other Grant Fund, and CRTPO local jurisdictions funding.

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$200,000 FOR THE GREATER CHARLOTTE REGIONAL FREIGHT MOBILITY PLAN

BE IT ORDAINED, by the City Council of the City of Charlotte;

Section 1. That the sum of \$200,000 is hereby estimated to be available from Federal Highway Administration, it was awarded to the Centralina Council of Governments, and will be administered by the Charlotte Regional Transportation Planning Organization and the City of Charlotte

232269

Section 2. That the sum of \$200,000 is hereby appropriated in the General Capital Investment Fund (4001) into the following project:  
FHWA 2016 UPWP Planning Grant - 4293000003-9008000000 (\$200,000)

Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

Section 4. All ordinances in conflict with this ordinance are hereby repealed.

Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



Agenda Date: 1/11/2016

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Agenda #: 26.File #: 15-2060 Type: Consent Item

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## Private Developer Funds for Traffic Signal Improvements

### Action:

- A. **Authorize the City Manager to execute Developer Agreements with Duke Energy, CRP/CW 1201 Central, LLC, and Childress Klein Properties, Inc., and**
- B. **Adopt a budget ordinance appropriating \$145,247 in private developer funds for traffic signal improvements.**

### Staff Resource(s):

Scott Putnam, Transportation

### Explanation

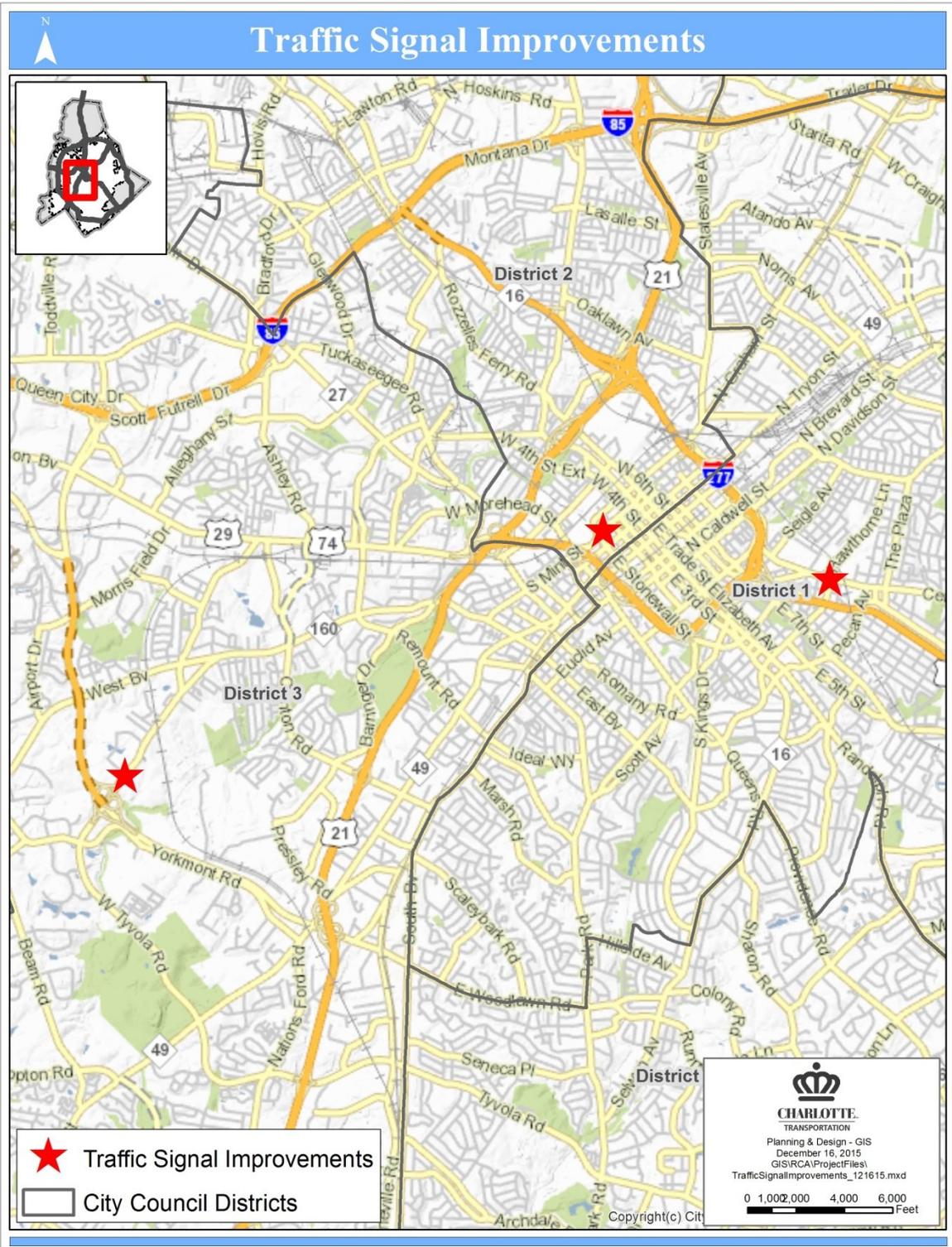
- The \$145,247 in private developer funding is for traffic signals/upgrades and related work associated with developer projects. The funding is restricted to these projects.
- The following developers are fully funding traffic signal installations and improvements to mitigate traffic impacts around their respective development projects:
  - Duke Energy contributed \$101,247 for mast arm signals at the intersection of S. Mint Street and W. 1<sup>st</sup> Street.
  - CRP/CW 1201 Central, LLC contributed \$37,500 for signal modification at the intersection of Central Avenue and Hawthorne Lane.
  - Childress Klein Properties, Inc. contributed \$6,500 for signal modification at the intersection of Cascade Point Boulevard and W. Tyvola Road.
- The above signals meet the same criteria as other traffic signals approved by the City.
- Payments made by the developers are in response to estimates of work prepared by the Charlotte Department of Transportation (CDOT) and supplied to the developer.
- Any funding contributed by the developer for a signal project that is unused by the City will be refunded after project completion.
- CDOT will be installing and operating these signals as part of the existing signal systems in the area.

### Fiscal Note

Funding: Private Developer Contributions

### Attachment

Map  
Budget Ordinance



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$145,247 FOR TRAFFIC SIGNAL IMPROVEMENTS**

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$145,247 hereby estimated to be available from the following private developer sources: Duke Energy (\$101,247), CDP/CW 1201 Central (\$37,500), and Childress Klein Properties (\$6,500)
  
- Section 2. That the sum of \$145,247 is hereby appropriated in the General Capital Investment Fund (4001) into the following project:
  - Signal at Mint and 1st Street - 4292000241 (\$101,247)
  - Signal Mod Central and Hawthorne - 4292000242 (\$37,500)
  - Signal Mod Cascade and Tyvola - 4292000243 (\$6,500)
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date:** 1/11/2016

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**Agenda #:** 27 **File #:** 15-2078 **Type:** Consent Item

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## Traffic Signal Cabinet Maintenance

**Action:**

**Approve a contract for with Aegis ITS, Inc. for traffic signal cabinet maintenance.**

**Staff Resource(s):**

Charles Abel, Transportation

**Explanation**

- The City is required to complete annual preventative maintenance on traffic signal cabinets; including maintenance on North Carolina Department of Transportation (NCDOT) owned cabinets within the City limits.
- NCDOT reimburses the City for this maintenance activity on their cabinets.
- The Charlotte Department of Transportation (CDOT) is unable to perform maintenance on NCDOT owned signal cabinets due to high priority work on the Transportation Community Investment Plan, Blue Line Extension, and developer projects.
- The contractor will perform maintenance on approximately 493 NCDOT signal cabinets.
- CDOT will perform maintenance on 262 City-owned signal cabinets.
- On October 22, 2015, the City issued a Request for Proposal (RFP) for Traffic Signal Cabinet Maintenance Services. In response to the RFP, the City received three proposals from interested service providers.
- The Project Team, consisting of staff from CDOT and NCDOT, evaluated the proposals and determined that Aegis ITS, Inc. best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The Fiscal Year 2016 contract expenditure is anticipated to be approximately \$196,300.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Transportation Community Investment Plan



**Agenda Date:** 1/11/2016

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**Agenda #:** 28.**File #:** 15-2069 **Type:** Consent Item

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## **Airport Taxiway C Rehabilitation Design Contract**

**Action:**

- A. Approve a contract in the amount of \$646,555 to Delta Airport Consultants, Inc. for design and construction administration services for rehabilitation of Taxiway C, and**
  
- B. Adopt a budget ordinance appropriating \$646,555 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- As part of its Pavement Management Program, the Airport has identified Taxiway C for rehabilitation of the concrete pavement to extend the useful life of the surface and maintain operational capacity of this heavily used taxiway.
- The professional services contract will include surveying, geotechnical investigation, engineering, construction administration, and construction materials testing.
- On April 14, 2014, the City issued a Request for Qualifications (RFQ) for general architectural and engineering services, including airfield engineering services. In response to the RFQ, the City received 14 proposals from interested professional service providers. Delta Airport Consultants, Inc. was one of three vendors selected to provide future airfield engineering services.
- Aviation staff evaluated and determined that Delta Airport Consultants, Inc. is the best qualified firm to meet the City's needs based on their experience on similar airfield projects.
- The Aviation Department will seek a grant from the Federal Aviation Administration for reimbursement of the project costs, up to 75%.

**Disadvantaged Business Enterprise (DBE) Opportunity**

The City negotiated subcontracting participation after the proposal selection process. For this contract, Delta Airport Consultants, Inc. has committed 35.50% (\$229,555) of the total contract amount to the following certified firms:

- On-Spec Engineering (DBE, SBE) (\$176,755) (design geotechnical and construction acceptance testing)
- Accutech Surveying and Mapping LLP (DBE, SBE) (\$47,800) (ground and construction surveys)
- Connico Incorporated (DBE, State WBE) (\$5,000) (plan QC review)

**Fiscal Note**

Funding: Aviation Community Investment Plan

The Aviation Department intends to seek a Federal Aviation Administration grant to pay for the grant-

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**Agenda #:** 28.**File #:** 15-2069 **Type:** Consent Item

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eligible portion of this project.

**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$646,555 TO FUND CONSTRUCTION ADMINISTRATION SERVICES FOR THE RAHBILITATION OF TAXIWAY C

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$646,555 is available from the Aviation Discretionary Fund for the contract with Delta Airport Consultants, Inc. for construction administration services for the rehabilitation of Taxiway C.
  
- Section 2. That the sum of \$646,555 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:

Fund	6064
Project	4020901619
Source	6000
Type	60006001
Year	0000
  
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
  
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
  
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

\_\_\_\_\_  
City Attorney



**Agenda Date:** 1/11/2016

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**Agenda #:** 29.**File #:** 15-2071 **Type:** Consent Item

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## **Airport General Aviation Ramp Rehabilitation Design Contract**

**Action:**

- A. Approve a contract in the amount of \$249,746 with WK Dickson & CO, Inc. for design and construction administration services for the Airport General Aviation Ramp Rehabilitation, and**
  
- B. Adopt a budget ordinance appropriating \$249,746 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

**Staff Resource(s):**

Jack Christine, Aviation

**Explanation**

- The Aviation Department has identified the general aviation ramp as needing pavement rehabilitation for the corporate aircraft operating and parking areas. This pavement has not been renovated since the initial construction in 1983.
- The professional services contract will include surveying, geotechnical investigation, engineering, design engineering, construction administration, and construction materials testing.
- On April 14, 2014, the City issued a Request for Qualifications (RFQ) for general architectural and engineering services, including airfield engineering services. In response to the RFQ, the City received 14 proposals from interested professional service providers. WK Dickson & CO, Inc. was one of three of vendors selected to provide future airfield engineering services
- The Aviation Department determined that WK Dickson & CO, Inc. is the best qualified firm to meet the City's needs based on their experience on similar Airport projects.
- The Aviation Department will seek a grant from the Federal Aviation Administration for reimbursement of the project costs, up to 75%.

**Disadvantaged Business Enterprise (DBE) Opportunity**

The City negotiated subcontracting participation after the proposal selection process. For this contract, W.K. Dickson and CO, Inc. has committed 25.27% (\$63,105) of the total contract amount to the following certified firm:

- On-Spec Engineering (DBE, SBE) (\$63,105) (design geotechnical and construction acceptance testing)

**Fiscal Note**

Funding: Aviation Community Investment Plan

The Aviation Department intends to seek a Federal Aviation Administration grant to pay for the grant-eligible portion of this project.

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**Agenda #:** 29.**File #:** 15-2071 **Type:** Consent Item

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**Attachment**

Budget Ordinance

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5949-X, THE 2015-2016 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$249,746 TO FUND CONSTRUCTION ADMINISTRATION SERVICES FOR THE AIRPORT GENERAL AVIATION RAMP REHABILITATION DESIGN CONTRACT

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BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$249,746 is available from the Aviation Discretionary Fund for the contract with WK Dickson & CO, Inc. for construction administration services for the Airport General Aviation Ramp Rehabilitation project.
- Section 2. That the sum of \$249,746 is hereby appropriated in the Aviation Community Investment Plan Fund (6064) to the following projects:
- |         |            |
|---------|------------|
| Fund    | 6064       |
| Project | 4020901621 |
| Source  | 6000       |
| Type    | 60006001   |
| Year    | 0000       |
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

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City Attorney



Agenda Date: 1/11/2016

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Agenda #: 30.File #: 15-2074 Type: Consent Item

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## Subsurface Utility Locating Services

### Action:

**A. Approve contracts for subsurface utility locating services for Engineering & Property Management with the following firms:**

- **Mulkey, Inc. (\$500,000),**
- **E.S.P. Associates, P.A. (\$500,000), and**
- **Taylor Wiseman & Taylor (\$500,000),**

**B. Approve contracts for subsurface utility locating services for Charlotte Water with the following firms:**

- **Mulkey, Inc. (\$500,000),**
- **E.S.P. Associates, P.A. (\$500,000),**
- **Taylor Wiseman & Taylor (\$500,000), and**
- **Cardno Inc. (\$500,000), and**

### Staff Resource(s):

Jennifer Smith, Engineering & Property Management  
Jackie Brim, Engineering & Property Management  
Barry Shearin, Charlotte Water

### Explanation

- Typical utility subsurface locating services provide surface and subsurface horizontal utility locating services on an as-needed basis for various City projects.
- Services involve identifying, characterizing, and mapping underground utility facilities.
- On June 19, 2015, a Request for Qualifications was advertised; 15 proposals were received. The firms were selected using the Council-approved, qualifications-based selection process.
- The selection process consolidated the needs of Storm Water Services and Charlotte Water. Each area will administer its own contracts separately in order to maintain the integrity of accounting requirements connected to individual funding sources.
  - Storm Water Services Division of Engineering & Property Management selected Mulkey, Inc. and E.S.P. Associates, P.A;
  - Survey Division of Engineering & Property Management selected Taylor Wiseman & Taylor; and
  - Charlotte Water selected Mulkey, Inc., E.S.P. Associates, P.A., Taylor Wiseman & Taylor, and Cardno Inc.

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**Agenda #: 30.File #: 15-2074 Type: Consent Item**

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**Charlotte Business INclusion**

For these contracts, the City negotiated subcontracting participation after the proposal selection process (Part C: Section 2.1(h) of the Charlotte Business INclusion Policy).

Mulkey, Inc.

Mulkey, Inc. committed 10% of the total contract amounts to the following SBE firms: Barry D. Davis Surveying, LLC (land surveying services), Sweetwater Utility Exploration LLC (underground utility locate services) and Roadmasters Traffic Control, LLC (traffic control and signage).

E.S.P. Associates, P.A.

E.S.P. Associates, P.A. committed 10.43% of the total contract amounts to the following SBE firms: The Survey Company, Inc. (survey support), Roadmasters Traffic Control, LLC (traffic control services), SAFETYMART (field equipment) and BrandRPM (apparel).

Taylor Wiseman & Taylor

Taylor Wiseman & Taylor committed 11% of the total contract amounts to the following SBE firms: Southeast Geomatics Group (land surveying services), SAFETYMART (safety supplies), Sweetwater Utility Exploration LLC (underground utility locate services), CES Group Engineers, LLP (underground utility locate services) and Roadmasters Traffic Control, LLC (traffic control and signage).

Cardno Inc.

Cardno Inc. committed 10% of the total contract amount to the following MSBE firms: Hinde Engineering, Inc. (utility coordination) and Lyons Utility locating, LLC (utility designating).

**Fiscal Note**

Funding: General Capital Investment Plan, Storm Water Capital Investment Plan, and Charlotte Water Community Investment Plan



**Agenda Date:** 1/11/2016

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**Agenda #:** 31.**File #:** 15-2062 **Type:** Consent Item

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## **Professional Services for Relocations and Improvements**

### **Action:**

**Approve a contract in the amount of \$2,000,000 with Hinde Engineering, Inc. for general engineering services for Charlotte Water infrastructure.**

### **Staff Resource(s):**

Barry Shearin, Charlotte Water

### **Explanation**

- The contract with Hinde Engineering, Inc. will provide the design of relocations and installation of new water and sewer infrastructure within North Carolina Department of Transportation (NCDOT), Charlotte Department of Transportation, CATS and rail projects.
- Whenever a water or sewer line is located within a roadway or rail right-of-way and conflicts with an improvement project for the road or rail, Charlotte Water is required to relocate its facilities as a part of the right-of-way use agreement obtained when the pipe line was installed.
- The NCDOT projects that are identified at this time are:
  - Future Independence Widening;
  - Local Widening and Intersection Improvements; and
  - HOV Lane Additions to Interstate-485 (Charlotte South Outer Loop) from Interstate-77 to U.S.-74 (Independence Blvd).
- The balance of the funds will be used for any upcoming projects that require the relocation and/or installation of water and sewer infrastructure.
- The contract is hourly and will be used on an as-needed basis in order to expedite the design of miscellaneous water and sewer relocations.
- On November 11, 2015, the City issued a Request for Qualifications (RFQ) for General Engineering Services for NCDOT and Utility Projects. In response to the RFQ, the City received four proposals from interested professional service providers.
- The Project Team, consisting of staff from Charlotte Water and Storm Water, evaluated the proposals and determined that Hinde Engineering, Inc. is the best qualified firm to meet the City's needs on the basis of demonstrated competence and qualification of professional services in response to the RFQ requirements.

### **Charlotte Business INclusion**

The City negotiated subcontracting participation after the proposal selection process (Part C: Section 2.1(h) of the Charlotte Business INclusion Policy). For this contract, Hinde Engineering, Inc. has committed 14.00% (\$280,000) of the contract term to the following certified firms:

- DiCon Consulting, PC (SBE) (\$200,000) (engineering support, construction observation)
- Barry D. Davis Surveying, PLLC (SBE) (\$80,000) (surveying)

Hinde Engineering, Inc. is a City SBE.

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**Agenda #:** 31.**File #:** 15-2062 **Type:** Consent Item

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**Fiscal Note**

Funding: Charlotte Water Community Investment Plan



**Agenda Date:** 1/11/2016

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**Agenda #:** 32.**File #:** 15-2061 **Type:** Consent Item

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## **Water and Sewer Extensions and Replacements (FY2016 - Contract 2)**

**Action:**

**Award a contract in the amount of \$2,390,029.80 to the lowest responsive bidder Dallas 1 Construction LLC for the extension and replacement of water and sewer mains throughout the Charlotte Water service area.**

**Staff Resource(s):**

Barry Shearin, Charlotte Water

**Explanation**

- The Street Main Extensions Program provides services to residential customers within 1,000 feet of an existing water or sewer main. Each extension is provided at the request of the property owner with the only cost to the property owner being the cost of the water or sewer connection.
- The Water and Sewer Replacement Program replaces water distribution and sewer collection infrastructure as needed.
- Additional contracts will be bid through the fiscal year to meet responsiveness goals.
- Bids are unit price and based on estimated quantities for items needed for this type of work.
- On October 1, 2015, the City issued an Invitation to Bid for replacement of water and sewer mains; four bids were received from interested service providers.
- Dallas 1 Construction LLC was selected as the lowest responsive, responsible bidder.

**Charlotte Business INclusion**

Established SBE Goal: 6%

Committed SBE Goal: 6.03%

Dallas 1 Construction LLC exceeded the established subcontracting goal, and has committed 6.03% (\$144,000) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- Barton Contracting (SBE) (\$113,500) (asphalt paving)
- Boyle Consulting Engineers, PLLC (SBE) (\$15,000) (soils testing)
- Gavel & Dorn Engineering, PLLC (SBE) (\$15,000) (soils testing)
- MTC Consultants Inc. (SBE) (\$500) (backflow testing)

**Fiscal Note**

Funding: Charlotte Water Community Investment Plan



Agenda Date: 1/11/2016

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Agenda #: 33.File #: 15-1276 Type: Consent Item

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## Auctioneer and Related Services

### Action:

- A. Authorize the City Manager to negotiate and approve a contract with Rogers Realty & Auction Company for Auctioneer and Related Services for an initial term of three years, and**
  
- B. Authorize the City Manager to renew the contract for up to two additional, consecutive one-year terms with possible price adjustments, and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

### Staff Resource(s):

Robert Campbell, Management & Financial Services

### Explanation

- Management & Financial Services provides asset recovery and disposal services to the City of Charlotte, Mecklenburg County, Emergency Management Services, and the Charlotte Housing Authority. The Asset Recovery and Disposal program manages all used, seized, and surplus assets at the end of their useful life through final disposition via live and electronic auction activities.
  - Live auctions for rolling stock, equipment, and miscellaneous items are held at least twice a year, and electronic auctions are used throughout the year for disposal of a variety of assets.
  - Annual gross sales from all Asset Recovery and Disposal auctions vary, with gross sales over the most recent fiscal years ranging between \$1,497,985 and \$2,066,993.
  - Resulting revenues are returned to each entity as appropriate. City revenue is reapportioned to both Enterprise Fund and General Fund, as may be required.
- The City contracts with a third party service provider to perform auction activities, including but not limited to advertising and marketing, auction preparation of all vehicles including cleaning and mechanical services, buyer registration and outreach, event coordination and support, auctioneer services, technical equipment and support, on-site records management and reporting, and other assorted pre- and post- auction activities as may be required in support of asset recovery and disposal operations.
- On August 18, 2015, the City issued a Request for Proposals (RFP) for Auctioneer and Related Services. In response to the RFP, the City received four proposals from interested service providers.
- The Project Team, consisting of staff from Management & Financial Services, Mecklenburg County Procurement Services, and the Charlotte-Mecklenburg Police Department evaluated the proposals and determined that Rogers Realty & Auction Company best meets the City's needs in terms of qualifications, proven experience based on past performance, overall low cost inclusive of commissions and fees, and responsiveness to RFP requirements.
- Staff anticipates renewing the contract for up to two additional, two-year terms at the same cost

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**Agenda #: 33.File #: 15-1276 Type: Consent Item**

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as the initial term.

- Estimated annual contract expenditures are \$200,000.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Management & Financial Services Operating Budget



Agenda Date: 1/11/2016

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Agenda #: 34.File #: 15-1793 Type: Consent Item

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## Hydraulic Cylinder Repair Services

### Action:

- A. Approve contracts with the following companies for hydraulic cylinder repair services for an initial term of three years:**
- **Hydraulics Express,**
  - **Advanced Electronic Services, and**
- B. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs and the purpose for which the contracts were approved.**

### Staff Resource(s):

Chris Trull, Management & Financial Services

### Explanation

- Management & Financial Services provides services on a wide variety of vehicles including, but not limited to, light duty industrial trucks, medium duty trucks, solid waste heavy refuse trucks, heavy dump trucks, fire apparatus, and construction equipment.
- Hydraulic cylinder repair services are required to recondition and rebuild equipment to minimize downtime and ensure availability of fleet vehicles to provide essential and emergency services.
- On September 28, 2015, the City issued a Request for Proposal (RFP) for hydraulic cylinder repair services. In response to the RFP, the City received two proposals from interested service providers.
- Management & Financial Services staff evaluated the proposals and determined that Hydraulics Express and Advanced Electronic Services best meet the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- Awarding contracts to two service providers supports Management & Financial Services' objective of having multiple equipment repair sources available to ensure responsive service in a primary and alternate fashion on an as-needed basis.
- The companies will be paid the unit prices set forth in the contracts, copies of which are available upon request.
- Management & Financial Services staff anticipates renewing the contract for up to two additional, one-year terms based on quality of services provided and at prices to be negotiated based on market conditions.
- Estimated contract expenditures for all contracts are \$150,000 annually.

### Charlotte Business INclusion

No subcontracting goal was established because there are no subcontracting opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

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**Agenda #:** 34.**File #:** 15-1793 **Type:** Consent Item

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**Fiscal Note**

Funding: Management & Financial Services Operating Budget



**Agenda Date:** 1/11/2016

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**Agenda #:** 35.**File #:** 15-2082 **Type:** Consent Item

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## **Cummins Engine Diagnostics and Repair Services**

**Action:**

- A. Approve a contract with Cummins Atlantic for diagnostics, warranty repair, and other repair services for an initial term of three years, and**
  
- B. Authorize the City Manager to renew the contract for up to two, one-year terms with possible price adjustments, and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

**Staff Resource(s):**

Chris Trull, Management & Financial Services

**Explanation**

- The City's Solid Waste Services, Transportation, Charlotte Water, Engineering & Property Management, and Fire Departments currently own and operate a variety of equipment with Cummins brand engine products in support of daily operations.
- The City uses an outside service provider to obtain warranty related services, including diagnostics and repair services for Cummins engine products.
- The company is the only vendor in the City's service area that provides a one-stop-shop for all Cummins engine repair issues, which reduces fleet down-time, mitigates towing expenses, and minimizes delays in providing City services. Using a single-service center also allows the City to simplify management and coordination of all the various types of Cummins engine repairs, which in turn helps to maximize the availability of City equipment and vehicles on any given day.
- The selected company is a factory certified, authorized warranty and repair provider for all models of Cummins engine products.
- The company will be compensated for services performed at a negotiated hourly rate as stated in the contract. A copy of the hourly rates is available upon request.
- Estimated annual contract expenditures are \$400,000.
- A waiver of procurement process was obtained from the City Manager's Office as there are no other vendors within our local service area that provide the comprehensive service portfolio required by the City, including both diagnostics and warranty repairs.

**Charlotte Business INclusion**

No subcontracting goal was established because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

**Fiscal Note**

Funding: Fleet Management Operating Budget



**Agenda Date:** 1/11/2016

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**Agenda #:** 36. **File #:** 15-2080 **Type:** Consent Item

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## Meeting Minutes

**Action:**

**Approve the titles, motions, and votes reflected in the Clerk's record as the minutes of:**

- **November 23, 2015, Citizens Forum/Business Meeting**
- **December 7, 2015, Swearing In Ceremony**

**Staff Resource(s):**

Stephanie Kelly, City Clerk



**Agenda Date:** 1/11/2016

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**Agenda #:** 37.**File #:** 15-2095 **Type:** Consent Item

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## **In Rem Remedy: 2128 B Avenue**

**For In Rem Remedy, the public purpose and policy are outlined here.**

### **Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

### **Policy:**

- Housing & Neighborhood Development and Community Safety

### **The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

### **Field Observation: 2128 B Avenue**

### **Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 2128 B Avenue (Neighborhood Profile Area 139).**

### **Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2128 B AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF UNKNOWN HEIRS OF LILLIE MAE DRAKEFORD 2128 B AVENUE CHARLOTTE, NC 28216

WHEREAS, the dwelling located at 2128 B Avenue in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 2128 B Avenue in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	2128 B Avenue
Neighborhood	Neighborhood Profile Area 139
Council District	#2
Owner(s)	Unknown Heirs of Lillie Mae Drakeford
Owner(s) Address	2128 B Avenue Charlotte, NC 28216
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Field Observation
◆ Date of the Inspection:	9/12/2013
◆ Title report received; revealing possible heirs:	10/23/2013
◆ Owner(s) notified of Complaint and Notice of Hearing by advertisement and certified mail by:	1/24/2014
◆ Held hearings for owner(s) by:	2/18/2014
◆ Owner(s) attend hearing:	No
◆ Filed Lis Pendens:	5/14/2014
◆ Owner(s) ordered to demolish structure by:	5/27/2014
◆ Discovered an error for one of the possible heirs.	
◆ Title report updated (no change)	10/9/2014
◆ Reissue Complaint and Notice to heir:	11/26/2014
◆ Held hearing for heir:	12/23/2014
◆ Heir ordered to demolish structure by:	2/12/2015
◆ Owner(s) has not repaired, or complied with order to demolish.	
◆ Title report updated (no change)	10/22/2015
◆ Structure occupied:	No
◆ Demolition cost:	\$6,066
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$64,269	Acquisition & Rehabilitation Cost (Existing structure: 1,399 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$119,324	New Replacement Structure Cost (Structure: 1,399 sq. ft. total) Economic Life: 50 years Estimated cost-\$151,971	Demolition Cost \$6,066
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 16,200 - Storage: \$ 1,800 Land: <u>\$ 13,200</u> Total Acquisition: \$ 31,200  Estimated Rehabilitation Cost: \$ 69,950 Outstanding Loans \$ 0 Property Taxes owed: \$ 8,976 Interest on Taxes owed: <u>\$ 9,198</u> Total: \$ 88,124	Acquisition: Tax values: - Structure: \$ 16,200 - Terrance/Carport: \$ 1,800 - Land: <u>\$ 13,200</u> Total Acquisition: \$ 31,200  New structure: \$ 96,531 Demolition: \$ 6,066 Outstanding Loans: \$ 0 Property Taxes owed: \$ 8,976 Interest on Taxes owed: <u>\$ 9,198</u> Total: \$ 120,771	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$64,269 (\$45.93 /sq. ft.), which is 396.72% of the structure tax value, which is \$16,200.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, electrical, plumbing and heating violations: Areas of flooring not structurally sound. Interior ceiling covering consists of holes and cracks. Windows sills are damaged and decayed. Entry doors are damaged. Roof rafters are decayed. Large holes in roof sheathing. Loose and missing roof covering. Missing plumbing and electrical fixtures. Heating equipment missing.
- The building is 71 years old and consists of 1,399 square feet total.
- A new 1,399 sq. ft. structure can be built for \$96,531.

# 2128 B Avenue



04105419

2128 B Av

B Av

Wilson Heights Av

A Av East

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Feet

2128 B Avenue





**Agenda Date:** 1/11/2016

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**Agenda #:** 38.**File #:** 15-2098 **Type:** Consent Item

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**In Rem Remedy: 3801/3803 Rosehaven Drive**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Field Observation: 3801/3803 Rosehaven Drive**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 3801/3803 Rosehaven Drive (Neighborhood Profile Area 164).**

**Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 3801/3803 ROSEHAVEN DRIVE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF CHARLES A. EMINA AND WIFE GLENDA F. EMINA 421 WEST PARK AVENUE CHARLOTTE, NC 28203

WHEREAS, the dwelling located at 3801/3803 Rosehaven Drive in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 3801/3803 Rosehaven Drive in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	3801/3803 Rosehaven Drive
Neighborhood	Neighborhood Profile Area 164
Council District	#5
Owner(s)	Charles A. Emina and wife Glenda F. Emina
Owner(s) Address	421 West Park Avenue Charlotte, NC 28203
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Field Observation
◆ •Title report received revealing party in interest:	4/27/2015
◆ Date of the Inspection:	4/30/2015
◆ Owner(s) and party in interest notified of Complaint and Notice of Hearing by advertisement and certified mail by:	7/30/2015
◆ Filed Lis Pendens:	8/12/2015
◆ Held hearing for owner(s) and party in interest by:	8/20/2015
◆ Owner(s) and party in interest attend hearing:	No
◆ Owner(s) and party in interest ordered to demolish structure by:	9/25/2015
◆ Title report updated no change:	10/15/2015
◆ Owner(s) have not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$9,076
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$24,840	Acquisition & Rehabilitation Cost (Existing structure: 2,396 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$179,240	New Replacement Structure Cost (Structure: 2,396 sq. ft. total) Economic Life: 50 years Estimated cost-\$233,840	Demolition Cost \$9,076
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 35,800 - Deck/Terrace: \$ 300 - Land: \$ <u>22,500*</u> Total Acquisition: \$ 58,600  Estimated Rehabilitation Cost: \$ 119,800 Outstanding Loans \$ 0 Property Taxes owed: \$ 840* Interest on Taxes owed: \$ <u>0</u> Total: \$ 120,640	Acquisition: Tax values: - Structure: \$ 35,800 - Deck/Terrace: \$ 300 - Land: \$ <u>22,500*</u> Total Acquisition: \$ 58,600  New structure: \$ 165,324 Demolition: \$ 9,076 Outstanding Loans: \$ 0 Property Taxes owed: \$ 840* Interest on Taxes owed: \$ <u>0</u> Total: \$ 175,240	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$24,840 (\$10.36 /sq. ft.), which is 69.385% of the structure tax value, which is \$35,800.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, heating, plumbing and electrical violations: Damaged interior wall covering, Flooring is soft, not structurally sound. Broken window panes. Decayed exterior trim. Heating equipment missing. Plumbing supply piping is damaged. Electrical fixtures are damaged.
- The building is 53 years old and consists of 2,396 square feet total.
- A new 2,396 sq. ft. structure can be built for \$165,324.
- **\* There are 2 buildings on this one parcel; therefore, the amount of land value and taxes have been calculated using one-half (1/2) of the total for the parcel.**

# 3801/3803 Rosehaven Drive



3801/3803 Rosehaven Dr

13104120

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Feet

3801/3803 Rosehaven Drive





**Agenda Date:** 1/11/2016

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**Agenda #:** 39.**File #:** 15-2099 **Type:** Consent Item

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**In Rem Remedy: 3805/3807 Rosehaven Drive**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Field Observation: 3805/3807 Rosehaven Drive**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 3805/3807 Rosehaven Drive (Neighborhood Profile Area 164).**

**Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 3805/3807 ROSEHAVEN DRIVE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF CHARLES A. EMINA AND WIFE GLENDA F. EMINA 421 WEST PARK AVENUE CHARLOTTE, NC 28203

WHEREAS, the dwelling located at 3805/3807 Rosehaven Drive in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 3805/3807 Rosehaven Drive in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	3805/3807 Rosehaven Drive
Neighborhood	Neighborhood Profile Area 164
Council District	#5
Owner(s)	Charles A. Emina and wife Glenda F. Emina
Owner(s) Address	421 West Park Avenue Charlotte, NC 28203
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Field Observation
◆ Title report received revealing party in interest:	4/27/2015
◆ Date of the Inspection:	4/30/2015
◆ Owner(s) and party in interest notified of Complaint and Notice of Hearing by advertisement and certified mail by:	7/22/2015
◆ Filed Lis Pendens:	8/12/2015
◆ Held hearing for owner(s) and party in interest by:	8/20/2015
◆ Owner(s) and party in interest attend hearing:	No
◆ Owner(s) and party in interest ordered to demolish structure by:	9/25/2015
◆ Title report updated no change:	10/15/2015
◆ Owner(s) have not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$8,824
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$28,330	Acquisition & Rehabilitation Cost (Existing structure: 2,324 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$175,240	New Replacement Structure Cost (Structure: 2,324 sq. ft. total) Economic Life: 50 years Estimated cost-\$228,220	Demolition Cost \$8,824
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 35,400 - Deck/Terrace: \$ 300 - Land: \$ <u>22,500*</u> Total Acquisition: \$ 58,200  Estimated Rehabilitation Cost: \$ 116,200 Outstanding Loans \$ 0 Property Taxes owed: \$ 840* Interest on Taxes owed: \$ <u>0</u> Total: \$ 117,040	Acquisition: Tax values: - Structure: \$ 35,400 - Deck/Terrace: \$ 300 - Land: \$ <u>22,500*</u> Total Acquisition: \$ 58,200  New structure: \$ 160,356 Demolition: \$ 8,824 Outstanding Loans: \$ 0 Property Taxes owed: \$ 840* Interest on Taxes owed: \$ <u>0</u> Total: \$ 170,020	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$28,330 (\$12.19 /sq. ft.), which is 80.028% of the structure tax value, which is \$35,400.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, heating, plumbing and electrical violations: Damaged interior wall covering Flooring soft, not structurally sound. Broken window panes. Decayed exterior trim. Heating equipment missing. Plumbing supply piping is damaged. Electrical fixtures are damaged.
- The building is 53 years old and consists of 2,324 square feet total.
- A new 2,324 sq. ft. structure can be built for \$160,356.
- **\* There are 2 buildings on this one parcel; therefore, the amount of land value and taxes have been calculated using one-half (1/2) of the total for the parcel.**

# 3805/3807 Rosehaven Drive



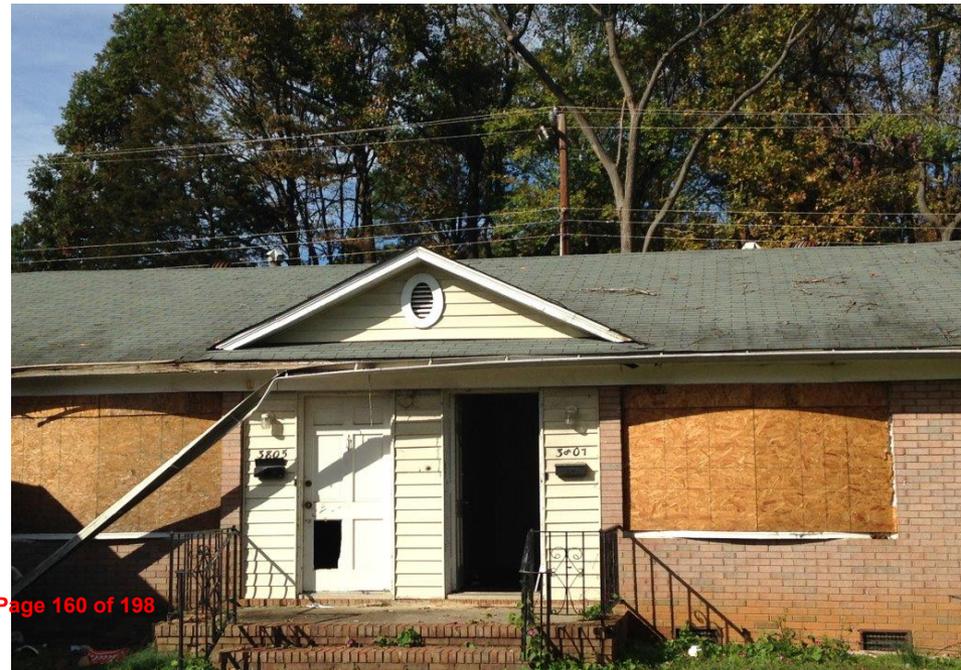
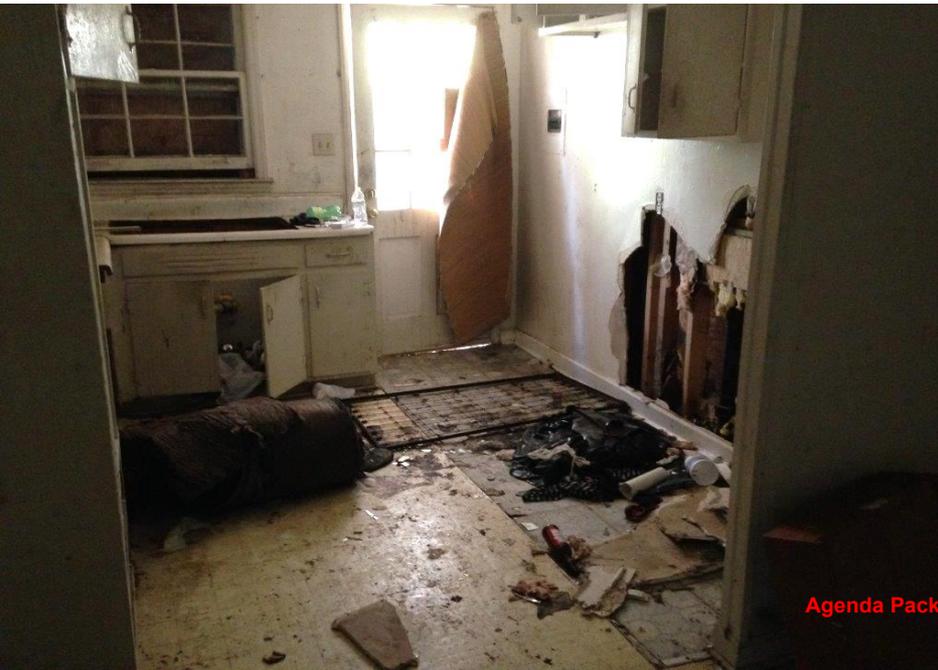
3805/3807 Rosehaven Dr

13104120

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Feet





**Agenda Date:** 1/11/2016

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**Agenda #:** 40.**File #:** 15-2100 **Type:** Consent Item

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## **In Rem Remedy: 3931 Tresevant Avenue**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Public Safety: 3931 Tresevant Avenue**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 3931 Tresevant Avenue (Neighborhood Profile Area 6).**

**Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 3931 TRESEVANT AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF UNKNOWN HEIRS OF JANICE FAYE ROBERTSON 3931 TRESEVANT AVENUE CHARLOTTE, NC 28208

WHEREAS, the dwelling located at 3931 Tresevant Avenue in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 3931 Tresevant Avenue in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	3931 Tresevant Avenue
Neighborhood	Neighborhood Profile Area 6
Council District	#3
Owner(s)	Unknown Heirs of Janice Faye Robertson
Owner(s) Address	3931 Tresevant Avenue Charlotte, NC 28208
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Public Agency Referral from Charlotte Fire Department
◆ Date of the Inspection:	1/26/2015
◆ Title report received, revealing parties in interest:	3/5/2015
◆ Owner(s) and parties in interest notified of Complaint and Notice of Hearing by advertisement and certified mail by:	4/3/2015
◆ Held hearings for owner(s) and parties in interest by:	4/20/2015
◆ Owner(s) and parties in interest attend hearing:	No
◆ Filed Lis Pendens:	5/8/2015
◆ Owner(s) and parties in interest ordered to demolish structure by:	5/20/15
◆ Owner(s) has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$6,667
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

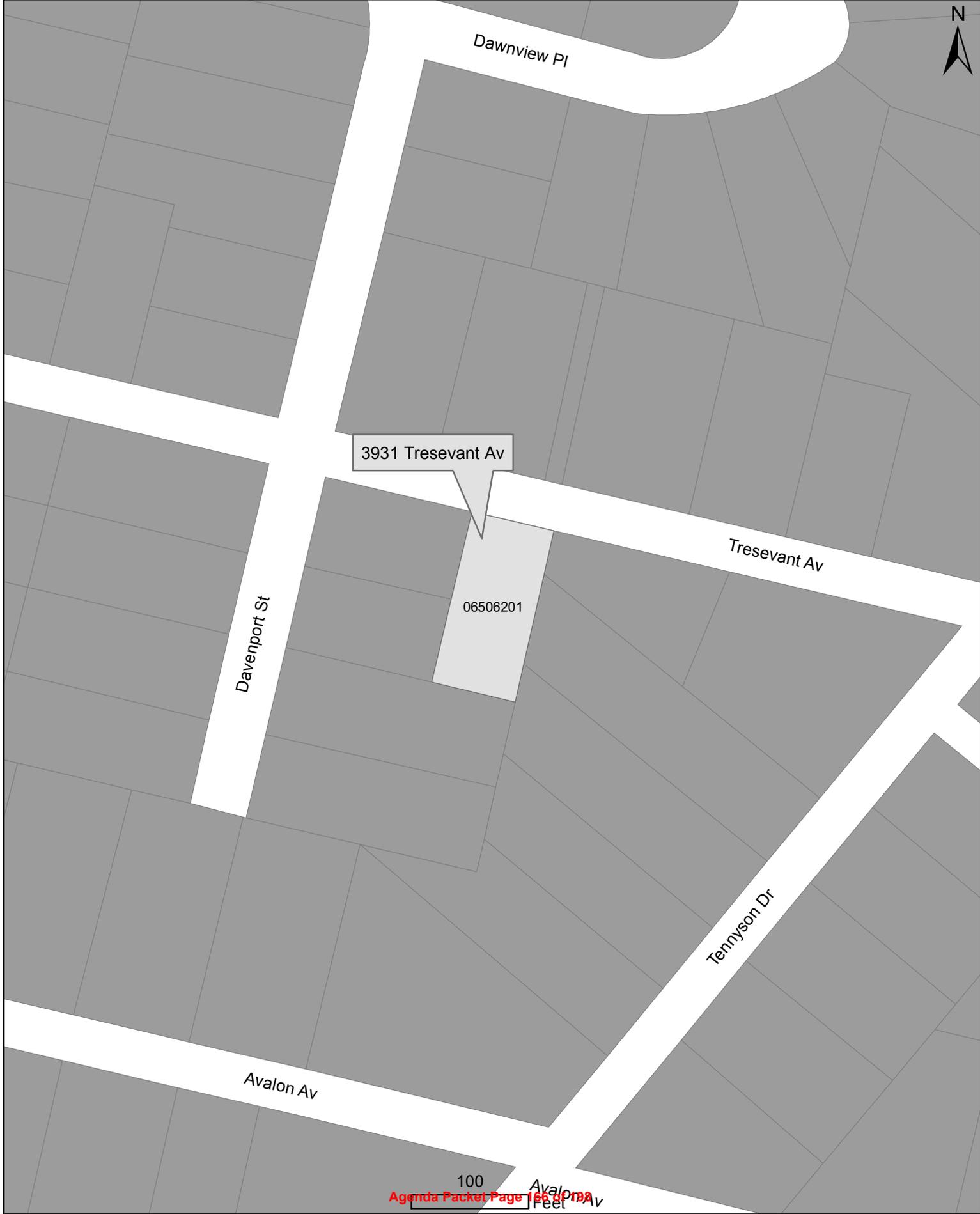
<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$47,885	Acquisition & Rehabilitation Cost (Existing structure: 1,549 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$259,142	New Replacement Structure Cost (Structure: 1,549 sq. ft. total) Economic Life: 50 years Estimated cost-\$295,240	Demolition Cost \$6,667
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 69,900 - Terrace/Carport: \$ 6,000 Land: \$ <u>10,000</u> Total Acquisition: \$ 85,900  Estimated Rehabilitation Cost: \$ 77,450 Outstanding Loans \$ 87,606 Property Taxes owed: \$ 6,734 Interest on Taxes owed: \$ <u>1,452</u> Total: \$ 173,242	Acquisition: Tax values: - Structure: \$ 69,000 - Terrace/Carport: \$ 6,000 Land: \$ <u>10,000</u> Total Acquisition: \$ 85,900  New structure: \$ 106,881 Demolition: \$ 6,667 Outstanding Loans: \$ 87,606 Property Taxes owed: \$ 6,734 Interest on Taxes owed: \$ <u>1,452</u> Total: \$ 209,340	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$47,885 (\$30.91 /sq. ft.), which is 68.505% of the structure tax value, which is \$69,900.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, electrical, plumbing and heating violations: Areas of flooring fire damaged. Missing interior ceiling covering. Windows are fire damaged. Entry doors are damaged. Fire damaged roof rafters. Decayed roof sheathing, Loose and missing roof covering. Electrical wiring and fixtures are fire damaged. Water supply piping and drain lines fire damaged. Missing heating equipment and water heater. Accessory building not in safe substantial condition.
- The building is 62 years old and consists of 1,549 square feet total.
- A new 1,549 sq. ft. structure can be built for \$106,881.

# 3931 Tresevant Avenue



3931 Tresevant Avenue





**Agenda Date:** 1/11/2016

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**Agenda #:** 41. **File #:** 15-2096 **Type:** Consent Item

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## **In Rem Remedy: 4208-A Dinglewood Avenue**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Field Observation: 4208-A Dinglewood Avenue**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 4208-A Dinglewood Avenue (Neighborhood Profile Area 344).**

**Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 4208-A DINGLEWOOD AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF PHYLLIS FAULKNER 4208 DINGLEWOOD AVENUE CHARLOTTE, NC 28205

WHEREAS, the dwelling located at 4208-A Dinglewood Avenue in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 4208-A Dinglewood Avenue in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

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Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	4208-A Dinglewood Avenue
Neighborhood	Neighborhood Profile Area 344
Council District	#1
Owner(s)	Phyllis Faulkner
Owner(s) Address	4208 Dinglewood Avenue Charlotte, NC 28205
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Field Observation
◆ Date of the Inspection:	3/20/2015
◆ Title report received:	4/21/2015
◆ Owner notified of Complaint and Notice of Hearing by advertisement and certified mail by:	5/22/2015
◆ Held hearing for owner by:	6/3/2015
◆ Owner attend hearing:	No
◆ Owner ordered to demolish structure by:	7/14/2015
◆ Filed Lis Pendens:	7/29/2015
◆ Owner has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$6,580
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

IN-REM REPAIR	REHAB TO CITY STANDARD	REPLACEMENT HOUSING	DEMOLITION
Estimated In-Rem Repair Cost: \$21,002	Acquisition & Rehabilitation Cost (Existing structure: 1,222 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$95,233	New Replacement Structure Cost (Structure: 1,222 sq. ft. total) Economic Life: 50 years Estimated cost-\$125,031	Demolition Cost \$6,580
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 23,000 - Deck/Terrace: \$ 200 - Land: \$ 4,550* Total Acquisition: \$ 27,750  Estimated Rehabilitation Cost: \$ 61,100 Outstanding Loans \$ 0 Property Taxes owed: \$ 4,680* Interest on Taxes owed: \$ 1,703* Total: \$ 67,483	Acquisition: Tax values: - Structure: \$ 23,000 - Deck/Terrace: \$ 200 - Land: \$ 4,550* Total Acquisition: \$ 27,750  New structure: \$ 84,318 Demolition: \$ 6,580 Outstanding Loans: \$ 0 Property Taxes owed: \$ 4,680* Interest on Taxes owed: \$ 1,703* Total: \$ 97,281	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$21,002 (\$17.18 /sq. ft.), which is 91.313% of the structure tax value, which is \$23,000.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, heating, plumbing and electrical violations: Walls and ceiling covering moisture damaged. Floor joists decayed. Loose roof covering. Heating equipment not operational. Plumbing fixtures damaged. Electrical wiring cut/missing. Accessory building not in safe substantial condition.
- The building is 68 years old and consists of 1,222 square feet total.
- A new 1,222sq. ft. structure can be built for \$84,318.
- **\* There are 2 buildings on this one parcel; therefore, the amount of land value and taxes have been calculated using one-half (1/2) of the total for the parcel.**

# 4208-A Dinglewood Avenue



4208-A Dinglewood Av

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4208-A Dinglewood Avenue





**Agenda Date:** 1/11/2016

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**Agenda #:** 42.**File #:** 15-2097 **Type:** Consent Item

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## **In Rem Remedy: 4208-B Dinglewood Avenue**

**For In Rem Remedy, the public purpose and policy are outlined here.**

**Public Purpose:**

- Eliminate a blighting influence.
- Reduce the proportion of substandard housing.
- Increase tax value of property by making land available for potential infill housing development.
- Support public safety initiatives.

**Policy:**

- Housing & Neighborhood Development and Community Safety

**The In Rem Remedy items were initiated from 3 categories:**

1. Public Safety - Police and/or Fire Department
2. Complaint - petition by citizens, tenant complaint or public agency referral
3. Field Observation - concentrated code enforcement program

**The In Rem Remedy item is listed below by category identifying the street address and neighborhood.**

**Field Observation: 4208-B Dinglewood Avenue**

**Action:**

**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 4208-B Dinglewood Avenue (Neighborhood Profile Area 344).**

**Attachment**

Ordinance Packet

## ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 4208-B DINGLEWOOD AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF PHYLLIS FAULKNER 4208 DINGLEWOOD AVENUE CHARLOTTE, NC 28205

WHEREAS, the dwelling located at 4208-B Dinglewood Avenue in the City of Charlotte has been found by the Code Enforcement Official of the City of Charlotte to be in violation of the Housing Code of the City of Charlotte and the owners thereof have been ordered to demolish and remove said dwelling; and

WHEREAS, said owner(s) have failed to comply in a timely fashion.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina, that the Code Enforcement Official of the City of Charlotte is hereby ordered to cause the demolition and removal of the dwelling located at 4208-B Dinglewood Avenue in the City of Charlotte in accordance with the Housing Code of the City of Charlotte. This Ordinance shall become effective upon its adoption.

APPROVED AS TO FORM:

\_\_\_\_\_  
Senior Assistant City Attorney



<b>GENERAL INFORMATION</b>	
Property Address	4208-B Dinglewood Avenue
Neighborhood	Neighborhood Profile Area 344
Council District	#1
Owner(s)	Phyllis Faulkner
Owner(s) Address	4208 Dinglewood Avenue Charlotte, NC 28205
<b>KEY FACTS</b>	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
<b>CODE ENFORCEMENT INFORMATION</b>	
◆ Reason for Inspection:	Field Observation
◆ Date of the Inspection:	3/20/2015
◆ Title report received:	4/21/2015
◆ Owner notified of Complaint and Notice of Hearing by advertisement and certified mail by:	5/22/2015
◆ Held hearing for owner by:	6/3/2015
◆ Owner attend hearing:	No
◆ Owner ordered to demolish structure by:	7/14/2015
◆ Filed Lis Pendens:	7/29/2015
◆ Owner has not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$4,242
◆ Lien will be placed on the property for the cost of Demolition.	

**NOTIFICATION TO OWNER**

Owner and parties of interest have been advised that failure to comply with the Order to Demolish the structure would result in City Council being requested to approve demolition by the City and a lien being placed on the property for the cost of demolition.

**OPTIONS**

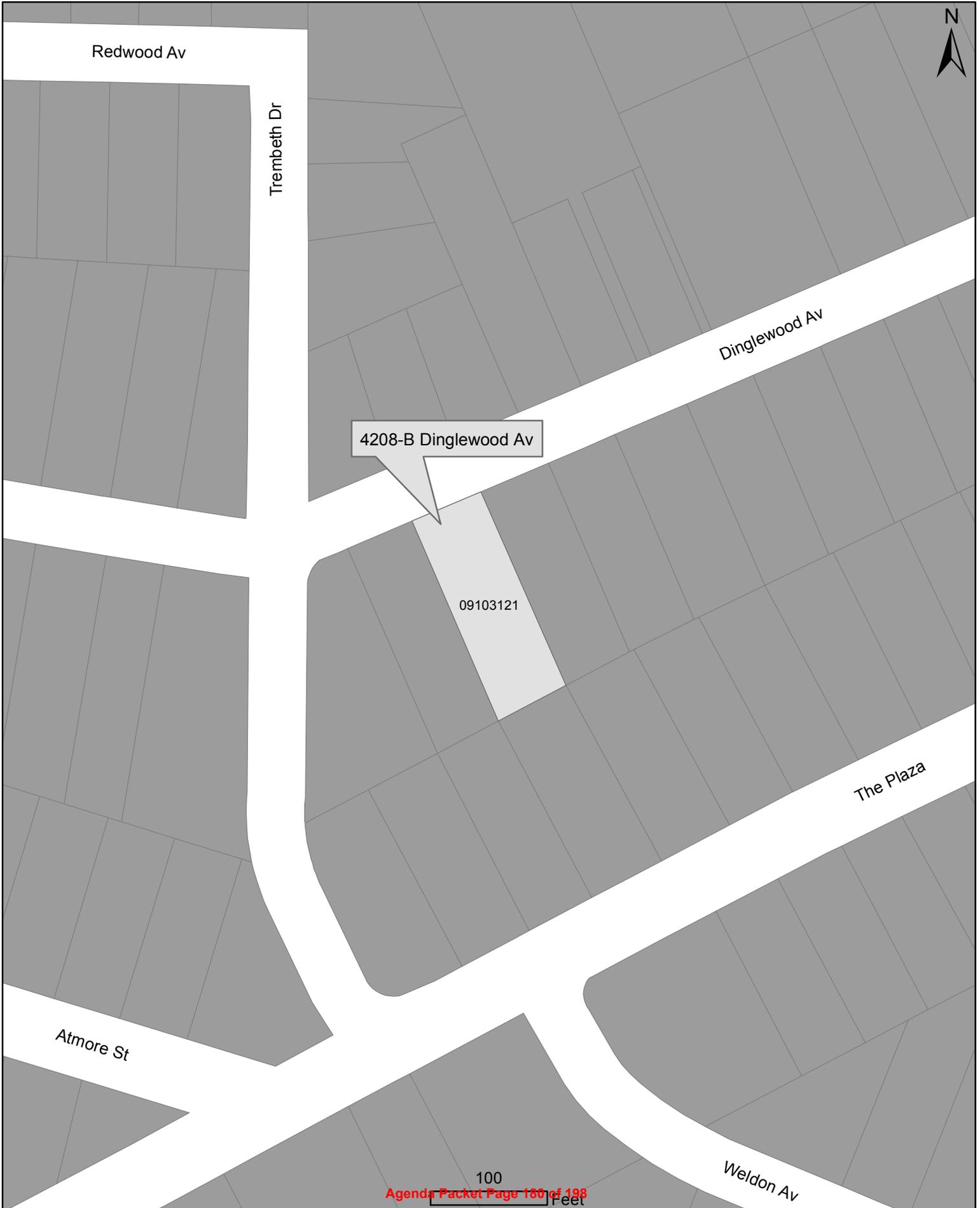
<b>IN-REM REPAIR</b>	<b>REHAB TO CITY STANDARD</b>	<b>REPLACEMENT HOUSING</b>	<b>DEMOLITION</b>
Estimated In-Rem Repair Cost: \$11,165	Acquisition & Rehabilitation Cost (Existing structure: 943 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$66,383	New Replacement Structure Cost (Structure: 1,000 sq. ft. total) Economic Life: 50 years Estimated cost-\$92,475	Demolition Cost \$4,242
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 8,300 - Deck/Terrace: \$ 0 - Land: \$ 4,550* Total Acquisition: \$ 12,850  Estimated Rehabilitation Cost: \$ 47,150 Outstanding Loans \$ 0 Property Taxes owed: \$ 4,680* Interest on Taxes owed: \$ 1,703* Total: \$ 53,533	Acquisition: Tax values: - Structure: \$ 8,300 - Deck/Terrace: \$ 0 - Land: \$ 4,550* Total Acquisition: \$ 12,850  New structure: \$ 69,000 Demolition: \$ 4,242 Outstanding Loans: \$ 0 Property Taxes owed: \$ 4,680* Interest on Taxes owed: \$ 1,703* Total: \$ 79,625	

**RECOMMENDATION FOR DEMOLITION**

Demolition is recommended because:

- Estimated In-Rem Repair cost of: \$11,165 (\$11.83 /sq. ft.), which is 134.518% of the structure tax value, which is \$8,300.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, heating and plumbing violations: Areas of wall and ceiling covering missing. Broken window glass. Damaged entry door. Heating equipment not operational. Plumbing fixtures are damaged.
- The building is 68 years old and consists of 943 square feet total.
- A new 1,000 sq. ft. structure can be built for \$69,000.
- **\* There are 2 buildings on this one parcel; therefore, the amount of land value and taxes have been calculated using one-half (1/2) of the total for the parcel.**

# 4208-B Dinglewood Avenue



4208-B Dinglewood Av

09103121

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4208-B Dinglewood Avenue





**Agenda Date:** 1/11/2016

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**Agenda #:** 43.**File #:** 15-2067 **Type:** Consent Item

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## **Aviation Property Transaction - 9517 Dorcas Lane**

**Action:** **Approve the following property Acquisition.**

This property is acquired in accordance with Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act of 1970. Acquisition costs are eligible for Federal Aviation Administration reimbursement.

**Project:** Aviation Master Plan  
**Owner(s):** George Chapman and Kimberly  
**Property Address:** 9517 Dorcas Lane  
**Total Parcel Area:** 1.76 acres  
**Property to be acquired by Easements:** N/A  
**Structures/Improvements to be impacted:** Single-family Home  
**Landscaping to be impacted:** Trees and shrubs  
**Zoned:** R-3  
**Use:** Single-family Residential  
**Tax Code:** 141-261-66  
**Purchase Price:** \$225,000  
**Council District:** N/A



Agenda Date: 1/11/2016

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Agenda #: 44.File #: 15-2270 Type: Consent Item

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**Property Transactions - Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #1**

**Action:** Approve the following Condemnation: Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #1

**Project:** Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #1

**Owner(s):** Belle Glade Holdings, LLC

**Property Address:** 10304 Arlington Church Road

**Total Parcel Area:** 1,910,241 sq. ft. (43.853 acres)

**Property to be acquired by Easements:** 17,032 sq. ft. (.391 ac.) in Waterline Easement, plus 5,677 sq. ft. (.13 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** R

**Tax Code:** 139-313-20

**Appraised Value:** \$12,825

**Property Owner's Counteroffer:** \$15,800

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation for clear title to acquire necessary property rights.

**Council District:** N/A (Mint Hill)



Agenda Date: 1/11/2016

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Agenda #: 45.File #: 15-2271 Type: Consent Item

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**Property Transactions - Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #6**

**Action:** Approve the following Condemnation: Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #6

**Project:** Arlington Church 8' Sanitary Sewer 12' Water Main Combination, Parcel #6

**Owner(s):** Kathy T. Hucks and Robert T. Hucks

**Property Address:** 10223 Arlington Church Road

**Total Parcel Area:** 37,371 sq. ft. (.858 ac.)

**Property to be acquired by Easements:** 1,212 sq. ft. (.028 ac.) in Sanitary Sewer Easement, plus 2,231 sq. ft. (.051 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** R

**Use:** Single-family Residential - Rural Acreage

**Tax Code:** 139-101-22

**Appraised Value:** \$4,375

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation for clear title to acquire necessary property rights.

**Council District:** N/A (Mint Hill)



Agenda Date: 1/11/2016

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Agenda #: 46.File #: 15-2231 Type: Consent Item

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## Property Transactions - McKee Road and Providence Road Intersection Improvements, Parcel #21

**Action:** Approve the following Condemnation: McKee Road and Providence Road Intersection Improvements, Parcel #21

This property is acquired in accordance with Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act of 1970. Acquisition costs are eligible for North Carolina Department of Transportation reimbursement and Federal Transit Administration reimbursement.

**Project:** McKee Road and Providence Road Intersection Improvements, Parcel #21

**Owner(s):** Car Providence Commons Two, LLC

**Property Address:** Providence Road

**Total Parcel Area:** 7,294 sq. ft. (.167 ac.)

**Property to be acquired by Easements:** 504 sq. ft. (.012 ac.) in Sidewalk and Utility Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** B-1S (CD)

**Use:** Commercial

**Tax Code:** 225-112-98

**Appraised Value:** \$750

**Property Owner's Concerns:** The property owner was concerned that the location of the utility pole on the adjacent parcel would obstruct the view of the sign.

**City's Response to Property Owner's Concerns:** Staff was able to move the proposed utility pole to a different location. The property owner has no other concerns with the project and has sent all acquisition documents to their legal department for review.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation for clear title to acquire necessary property rights.

**Council District:** 7



Agenda Date: 1/11/2016

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Agenda #: 47.File #: 15-2231a Type: Consent Item

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**Property Transactions - McKee Road and Providence Road Intersection Improvements, Parcel #25**

**Action: Approve the following Condemnation: McKee Road and Providence Road Intersection Improvements, Parcel #25**

This property is acquired in accordance with Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act of 1970. Acquisition costs are eligible for North Carolina Department of Transportation reimbursement and Federal Transit Administration reimbursement.

**Project:** McKee Road and Providence Road Intersection Improvements, Parcel #25

**Owner(s):** Car Providence Commons, LLC

**Property Address:** 10618 Providence Road

**Total Parcel Area:** 386,904 sq. ft. (8.882 acres)

**Property to be acquired by Easements:** 3,506 sq. ft. (.08 ac.) in Temporary Construction Easement, plus 2,213 sq. ft. (.051 ac.) in Utility Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** CC

**Use:** Commercial

**Tax Code:** 225-112-30

**Appraised Value:** \$8,025

**Property Owner's Concerns:** The property owner was concerned that the location of the utility pole on the adjacent parcel would obstruct the view of the sign.

**City's Response to Property Owner's Concerns:** Staff was able to move the proposed utility pole to a different location. The property owner has no other concerns with the project and has sent all acquisition documents to their legal department for review.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation for clear title to acquire necessary property rights.

**Council District:** 7

A RESOLUTION AUTHORIZING CONDEMNATION PROCEEDINGS  
FOR THE ACQUISITION OF CERTAIN REAL PROPERTY

WHEREAS, the City Council of the City of Charlotte finds as a fact that it is necessary to acquire certain property as indicated below for the McKEE ROAD AND PROVIDENCE ROAD INTERSECTION IMPROVEMENTS; and

WHEREAS, the City either in good faith has undertaken to negotiate for the purchase of this property but has been unable to reach an agreement with the owners for the purchase price or, after reasonable diligence, has been unable to negotiate a purchase price;

NOW, THEREFORE, BE IT RESOLVED by the City Council of The City of Charlotte that condemnation proceedings are hereby authorized to be instituted against the property indicated below, under the authority and procedures of the laws of the State of North Carolina:

PROPERTY DESCRIPTION:

Amount necessary for the McKEE ROAD AND PROVIDENCE ROAD INTERSECTION IMPROVEMENTS and estimated to be 3,506 square feet (.08 acre) temporary construction easement and 2,213 square feet (.051 acre) of utility easement and any additional property or interest as the City may determine to complete the Project, as it relates to Tax Parcel No.: 225-112-30, said property currently owned by CAR PROVIDENCE COMMONS, LLC; BANK OF AMERICA, Tenant/Lessee, PRINCIPAL COMMERCIAL FUNDING, LLC, Lender/Beneficiary; MORGAN STANLY DEAN WITTER CAPITAL I INC., Assignee; FRANCES L. MILLER, Beneficiary; DOROTHY L. GOODE, Beneficiary; HARRIS TEETER, Possible Tenant; ECKERD CORPORATION, Possible Tenant, or the owners' successor-in-interest.

ESTIMATED JUST COMPENSATION:

Such estimated just compensation as may be determined based upon the takings required by the final construction plans.

IT IS FURTHER RESOLVED that the estimated just compensation for the property is hereby authorized to be deposited in the Office of the Clerk of Superior Court, Mecklenburg County, North Carolina, together with the filing of the Complaint and Declaration of Taking.



Agenda Date: 1/11/2016

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Agenda #: 48.File #: 15-2085 Type: Consent Item

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**Property Transactions - McKee Road and Providence Road Intersection Improvements, Parcel #4**

**Action: Approve the following Acquisition: McKee Road and Providence Road Intersection Improvements, Parcel #4**

This property is acquired in accordance with Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act of 1970. Acquisition costs are eligible for North Carolina Department of Transportation reimbursement and Federal Transit Administration reimbursement.

**Project:** McKee Road and Providence Road Intersection Improvements, Parcel #4

**Owner(s):** Duke Energy Carolinas, LLC

**Property Address:** 4911 McKee Road

**Total Parcel Area:** 273,557 sq. ft. (6.280 acres)

**Property to be acquired by Fee:** 23,270 sq. ft. (.534 ac.) in Fee Simple, plus 10,966 sq. ft. (.252 ac.) in Fee Simple within Existing Right-of-Way

**Property to be acquired by Easements:** 5,334 sq. ft. (.122 ac.) in Temporary Construction Easement, plus 13,372 sq. ft. (.307 ac.) in Utility Easement

**Structures/Improvements to be impacted:** Gate and fence

**Landscaping to be impacted:** None

**Zoned:** R-3

**Tax Code:** 231-045-02

**Purchase Price:** \$286,625

**Council District:** 7



Agenda Date: 1/11/2016

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Agenda #: 49.File #: 15-2086 Type: Consent Item

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## Property Transactions - Sunset Road Sidewalk, Parcel #13

**Action: Approve the following Acquisition: Sunset Road Sidewalk, Parcel #13**

This property is acquired in accordance with Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act of 1970. Acquisition costs are eligible for North Carolina Department of Transportation reimbursement and Federal Transit Administration reimbursement.

**Project:** Sunset Road Sidewalk, Parcel #13

**Owner(s):** Bascom V. Belk, Jr. and Harriet C. Belk

**Property Address:** 5030 Sunset Road

**Total Parcel Area:** 54,764 sq. ft. (1.257 acres)

**Property to be acquired by Easements:** 2,654 sq. ft. (.061 ac.) in Sidewalk and Utility Easement, plus 2,053 sq. ft. (.047 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** None

**Zoned:** CC

**Use:** Commercial

**Tax Code:** 041-242-12

**Purchase Price:** \$26,306

**Council District:** 2



**Agenda Date:** 1/11/2016

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**Agenda #:** 50.**File #:** 15-2087 **Type:** Consent Item

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**Property Transactions - Cross Charlotte Trail Brandywine - Tyvola, Parcel #8**

**Action:** **Approve the following Acquisition: Cross Charlotte Trail Brandywine - Tyvola, Parcel #8**

**Project:** Cross Charlotte Trail Brandywine - Tyvola, Parcel #8

**Owner(s):** Eric C. Rigsby and Danielle Rigsby

**Property Address:** 3938 Selwyn Avenue

**Total Parcel Area:** 16,200 sq. ft. (.372 ac.)

**Property to be acquired by Fee:** 16,200 sq. ft. (.372 ac.) in Fee Simple

**Structures/Improvements to be impacted:** Single-family residential dwelling

**Landscaping to be impacted:** None

**Zoned:** R-3

**Use:** Single-family Residential

**Tax Code:** 175-121-14

**Purchase Price:** \$520,000

**Council District:** 6



Agenda Date: 1/11/2016

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Agenda #: 51.File #: 15-2088 Type: Consent Item

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**Property Transactions - Lyon Court Storm Drainage Improvement Project, Parcels #124 and 176**

**Action:** Approve the following Condemnation: Lyon Court Storm Drainage Improvement project, Parcels #124 and 176

**Project:** Lyon Court Storm Drainage Improvement project, Parcels #124 and 176

**Program:** Flood Control

**Owner(s):** Lara E. Reeves

**Property Address:** 1559 Tippah Park Court

**Total Parcel Area:** 15,149 sq. ft. (.348 ac.)

**Property to be acquired by Fee:** 293 sq. ft. (.007 ac.) in Fee Simple within Existing Right-of-Way

**Property to be acquired by Easements:** 9,423 sq. ft. (.216 ac.) in Storm Drainage Easement, plus 1,575 sq. ft. (.036 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** Foot bridge

**Landscaping to be impacted:** Trees and various plantings

**Zoned:** R-22MF

**Use:** Single-family Residential

**Tax Code:** 095-072-04, 095-072-08

**Appraised Value:** \$74,327

**Property Owner's Counteroffer:** \$155,000

**Property Owner's Concerns:** Property owner is concerned with the compensation amount and the impacts to the existing shed and fence.

**City's Response to Property Owner's Concerns:** Staff informed the property owner they could obtain their own appraisal for review, which they did. Both appraisals were sent for an independent dual review, which supported the City's original appraised amount. The plans were revised to avoid impact to the fence and shed.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available, and if necessary, just compensation can be determined by the court.

**Council District:** 1



Agenda Date: 1/11/2016

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Agenda #: 52.File #: 15-2089 Type: Consent Item

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**Property Transactions - Lyon Court Storm Drainage Improvement Project, Parcel #125**

**Action:** Approve the following Condemnation: Lyon Court Storm Drainage Improvement project, Parcel #125

**Project:** Lyon Court Storm Drainage Improvement project, Parcel #125

**Program:** Flood Control

**Owner(s):** Ralph R. McMillan and Sally H. McMillan

**Property Address:** 2108 Randall Street

**Total Parcel Area:** 10,675 sq. ft. (.245 ac.)

**Property to be acquired by Easements:** 3,634 sq. ft. (.083 ac.) in Storm Drainage Easement, plus 1,443 sq. ft. (.033 ac.) in Temporary Construction Easement

**Structures/Improvements to be impacted:** Fence

**Landscaping to be impacted:** Trees and various plantings

**Use:** Single-family Residential

**Tax Code:** 095-072-01

**Appraised Value:** \$23,027

**Property Owner's Counteroffer:** \$60,000

**Property Owner's Concerns:** The property owner is concerned with the compensation amount and how the project may impact the future development of the property.

**City's Response to Property Owner's Concerns:** Staff informed the property owner they could provide their own appraisal for review. Staff directed the property owners to the appropriate representatives from Zoning and Mecklenburg County Storm Water to provide them with current regulations for redevelopment.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available, and if necessary, just compensation can be determined by the court.

**Council District:** 1



Agenda Date: 1/11/2016

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Agenda #: 53.File #: 15-2090 Type: Consent Item

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**Property Transactions - Lyon Court Storm Drainage Improvement Project, Parcel #126**

**Action:** Approve the following Condemnation: Lyon Court Storm Drainage Improvement project, Parcel #126

**Project:** Lyon Court Storm Drainage Improvement project, Parcel #126

**Program:** Flood Control

**Owner(s):** Carl B. Leonard

**Property Address:** 1526 Landis Avenue

**Total Parcel Area:** 11,326 sq. ft. (.260 ac.)

**Property to be acquired by Fee:** 547 sq. ft. (.013 ac.) in Fee Simple within Existing Right-of-Way

**Property to be acquired by Easements:** 3,555 sq. ft. (.082 ac.) in Storm Drainage Easement, plus 2,433 sq. ft. (.056 ac.) in Temporary Construction Easement, plus 16 sq. ft. ( ac.) in Utility Easement

**Structures/Improvements to be impacted:** None

**Landscaping to be impacted:** Trees and various plantings

**Use:** Single-family Residential

**Tax Code:** 095-072-02

**Appraised Value:** \$23,506

**Property Owner's Counteroffer:** \$60,000

**Property Owner's Concerns:** The property owner is concerned with the compensation amount and how the project may impact the future development of the property.

**City's Response to Property Owner's Concerns:** Staff informed the property owner they could provide their own appraisal for review. Staff directed the property owners to the appropriate representatives from Zoning and Mecklenburg County Storm Water to provide him with current regulations for redevelopment.

**Recommendation:** To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available, and if necessary, just compensation can be determined by the court.

**Council District:** 1



**Agenda Date: 9/28/2015**

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**Agenda #: 54. File #: 15-1472 Type: Consent Item**

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## **Reference - Charlotte Business INclusion Policy**

The following excerpts from the City's Charlotte Business INclusion Policy are intended to provide further explanation for those agenda items which reference the Charlotte Business INclusion Policy in the business meeting agenda.

### **Part A: Administration & Enforcement**

**Appendix Section 20: Contract:** For the purposes of establishing an MWSBE subcontracting goal on a Contract, the following are examples of contract types:

- Any agreement through which the City procures services from a Business Enterprise, other than Exempt Contracts.
- Contracts include agreements and purchase orders for (a) construction, re-construction, alteration and remodeling; (b) architectural work, engineering, surveying, testing, construction management and other professional services related to construction; and (c) services of any nature (including but not limited to general consulting and technology-related services) , and (d) apparatus, supplies, goods or equipment.
- The term "Contract" shall also include Exempt Contracts for which an SBE, MBE or WBE Goal has been set.
- Financial Partner Agreements, Development Agreements, and Construction Manager-at-Risk Agreements shall also be deemed "Contracts," but shall be subject to the provisions referenced in the respective Parts of the Charlotte Business INclusion Program Policy.

**Appendix Section 27: Exempt Contracts:** Contracts that fall within one or more of the following categories shall be "Exempt Contracts" from all aspects of the Charlotte Business INclusion Policy, unless the Department responsible for procuring the Contract decides otherwise:

**No Competitive Process Contracts:** Contracts or purchase orders that are entered into without a competitive process, or entered into based on a competitive process administered by an entity other than the City shall be Exempt Contracts, including but not limited to contracts that are entered into by sole sourcing, piggybacking, buying off the North Carolina State contract, buying from a competitive bidding group purchasing program as allowed under G.S. 143-129(e)(3), or using the emergency procurement procedures established by the North Carolina General Statutes.

**Managed Competition Contracts:** Managed competition contracts pursuant to which a City Department or division competes with Business Enterprises to perform a City function shall be Exempt Contracts.

**Real Estate Leasing and Acquisition Contracts:** Contracts for the acquisition or lease of real estate

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shall be Exempt Contracts.

**Federal Contracts Subject to DBE Requirements:** Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise Program as set forth in 49 CFR Part 26 or any successor legislation shall be Exempt Contracts.

**State Contracts Subject to MWBE Requirements:** Contracts for which a minority and women business participation goal is set pursuant to G.S. 143-128.2(a) due to a building project receiving funding from the State of North Carolina shall be Exempt Contracts.

**Financial Partner Agreements with DBE or MWBE Requirements:** Contracts that are subject to a disadvantaged business development program or minority and women business development program maintained by a Financial Partner shall be Exempt Contracts.

**Interlocal Agreements:** Contracts with other units of federal, state, or local government shall be Exempt Contracts.

**Contracts for Legal Services:** Contracts for legal services shall be Exempt Contracts, unless otherwise indicated by the City Attorney.

**Contracts with Waivers:** Contracts for which the SBO Program Manager or the City Manager waives the SBO Program requirements shall be Exempt Contracts (such as when there are no SBE subcontracting opportunities on a Contract).

**Special Exemptions:** Contracts where the Department and the Program Manager agree that the Department had no discretion to hire an SBE (e.g., emergency contracts or contracts for banking or insurance services) shall be Exempt Contracts.

**Appendix Section 35: Informal Contracts:** Contracts and purchase orders through which the City procures services from a Business Enterprise that fall within one of the following two categories:

**Construction Contracts Less Than or Equal To \$500,000:**

**Service and Commodities Contracts That Are Less Than or Equal To \$100,000:**

**Part B: Formal Construction Bidding**

**Part B: Section 2.1:** When the City Solicitation Documents for a Construction Contract contain an MWSBE Goal, each Bidder must either: (a) meet the MWSBE Goal, or (b) comply with the Good Faith Negotiation and Good Faith Efforts requirements. Failure to do so constitutes grounds for rejection of the Bid. The City Solicitation Documents will contain certain forms that Bidders must complete to document having met these requirements.

**Part B: Section 2.3:** No Goals When There Are No Subcontracting Opportunities.

The City shall not establish Subcontracting Goals for Contracts where: a) there are no subcontracting opportunities identified for the Contract; or b) there are no SBEs, MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the City regards as realistic opportunities for subcontracting.

**Part C: Services Procurement**

**Part C: Section 2.1:** When the City Solicitation Documents for a Service Contract do not contain an SBE Goal, each Proposer must negotiate in good faith with each MWSBE that responds to the Proposer's solicitations and each MWSBE that contacts the Proposer on its own accord. Additionally, the City may negotiate a Committed SBE Goal with the successful Proposer after the Proposal Opening.

**Part C: Section 2.1:** No Goal When There Are No MWSBE Subcontracting Opportunities. The City shall not establish an MWSBE Goal for Service Contracts where there are no MWSBEs certified to perform the scopes of work that the City regards as realistic opportunities for subcontracting.

**Part D: Post Contract Award Requirements**

**Part D: Section 6:** New Subcontractor Opportunities/Additions to Scope, Contract Amendments

If a Contractor elects to subcontract any portion of a Contract that the Contractor did not previously identify to the City as a subcontracting opportunity, or if the scope of work on a Contract increases for any reason in a manner that creates a new MWSBE subcontracting opportunity, the City shall either:

- Notify the Contractor that there will be no Supplemental MWSBE Goal for the new work; or
- Establish and notify the Contractor of a Supplemental MWSBE Goal for the new work.



**Agenda Date: 9/28/2015**

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**Agenda #: 55.File #: 15-1473 Type: Consent Item**

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## **Reference - Property Transaction Process**

### **Property Transaction Process Following Council Approval for Condemnation**

The following overview is intended to provide further explanation for the process of property transactions that are approved by City Council for condemnation.

Approximately six weeks of preparatory work is required before the condemnation lawsuit is filed. During this time, City staff continues to negotiate with the property owner in an effort to reach a mutual settlement.

- If a settlement is reached, the condemnation process is stopped, and the property transaction proceeds to a real estate closing.
- If a settlement cannot be reached, the condemnation lawsuit is filed. Even after filing, negotiations continue between the property owner and the City's legal representative. Filing of the condemnation documents allows:
  - The City to gain access and title to the subject property so the capital project can proceed on schedule.
  - The City to deposit the appraised value of the property in an escrow account with the Clerk of Court. These funds may be withdrawn by the property owner immediately upon filing, and at any time thereafter, with the understanding that additional funds transfer may be required at the time of final settlement or at the conclusion of litigation.
- If a condemnation lawsuit is filed, the final trial may not occur for 18 to 24 months; however, a vast majority of the cases settle prior to final trial. The City's condemnation attorney remains actively engaged with the property owner to continue negotiations throughout litigation.
  - North Carolina law requires that all condemnation cases go through formal non-binding mediation, at which an independent certified mediator attempts to facilitate a successful settlement. For the minority of cases that do not settle, the property owner has the right to a trial by judge or jury in order to determine the amount of compensation the property owner will receive.



**Agenda Date: 9/28/2015**

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**Agenda #: 56.File #: 15-1471 Type: Consent Item**

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## **Reference - Property Acquisitions and Condemnations**

- The City has negotiated in good faith to acquire the properties set forth below
- For acquisitions, the property owner and staff have agreed on a price based on appraisals and/or estimates.
- In the case of condemnations, the value was established by an independent, certified appraisal followed by a third-party appraisal review.
- Real Estate staff diligently attempts to contact all property owners by:
  - Sending introductory letters via regular and certified mail;
  - Making several site visits;
  - Leaving door hangers and business cards;
  - Seeking information from neighbors;
  - Searching the internet
  - Obtaining title abstracts, and
  - Leave voice messages
- For most condemnation cases, City staff and the property owner(s) have been unable to reach a settlement. In some cases, condemnation is necessary to ensure a clear title to the property.
- If the City Council approves the resolutions, the City Attorney's office will initiate condemnation proceedings. As part of the condemnation process, real estate staff and the City Attorney's Office will continue to negotiate, including court-mandated mediation, in an attempt to resolve the matter. Most condemnation cases are settled by the parties prior to going to court.
- If a settlement cannot be reached, the case will proceed to a trial before a judge or jury to determine "just compensation."
- Full text of each resolution is on file with the City Clerk's Office.
- The definition of easement is a right created by grant, reservation, agreement, prescription, or necessary implication, which one has in the land of another, it is either for the benefit of land, such as right to cross A to get to B, or "in gross", such as public utility easement.
- The definition of fee simple is an estate under which the owner is entitled to unrestricted powers to dispose of the property, and which can be left by will or inherited, commonly, synonym for ownership.