

Mayor Dan Clodfelter

Al Austin
John Autry
Ed Driggs
Claire Fallon
David L. Howard

Mayor Pro Tem Michael D. Barnes

Patsy Kinsey
Vi Lyles
LaWana Mayfield
Greg Phipps
Kenny Smith

**CITY COUNCIL MEETING
Monday, September 8, 2014**

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

Item #	Page #	Title
18	11	CityLYNX Gold Line Phase 2 –Federal Small Starts Application
22	15	Federal Aviation Administration Grant Acceptance

CITY COUNCIL AGENDA
Monday, September 8, 2014

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5:00 P.M. DINNER BRIEFING, CONFERENCE CENTER

1. Mayor and Council Consent Item Questions

Resource(s): Carol Jennings, 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.

2. Fluoridation of Charlotte Drinking Water Supply

Resource(s): Barry Gullet, Charlotte-Mecklenburg Utility Department
Dr. Marcus Plescia, Mecklenburg County Health Department
Dr. Stephen R. Keener, Mecklenburg County Health Department

Time 25 minutes

Synopsis

- The presentation will provide the City Council an overview of the fluoridation program.
- The Charlotte-Mecklenburg Utility Department adds fluorosilicic acid (fluoride) during the drinking water treatment process to promote dental health.
- The activity is recommended by the Mecklenburg County Health Department, and it is performed in compliance with standards set forth by public health and environmental regulators.
- The amount of fluoride added to Charlotte's tap water is consistent with the Environmental Protection Agency guidelines and health official recommendations - about 0.7 parts per million, or milligrams per liter, which is equivalent to less than a penny out of \$10,000, or less than one minute out of two years.
- The water fluoridation program has been in place since 1949, and partners in the medical community recognize it as an important part of protecting public health.

Future Action

The presentation is for information only.

Attachment 1

[Mecklenburg County Medical Society Resolution](#)
[Community Fluoridation Position Statement](#)
[Fluoridation and Intelligence Study](#)
[Letter from Harvard University's Deans](#)
[Neurodevelopmental Toxicity: Still More Questions than Answers](#)
[I Like My Teeth – Myths & Facts](#)

3. Charlotte Works and Workforce Innovation and Opportunity Act Overview

Resource(s): Steven Partridge, Charlotte Works

Time: 30 minutes

Synopsis

- The presentation will provide the City Council with an overview of Charlotte Works.
- Charlotte Works serves job seekers and businesses by providing resources to develop a skilled workforce that meets specific employer needs.
- The presentation will review services and training provided to job seekers, including those who are chronically unemployed, and will review demographics of those served.
- The presentation will also review the impact of the Workforce Innovation and Opportunity Act, recently signed by President Obama.

Future Action

The presentation is for information only.

4. Public Nuisance Enforcement

Resource(s): Richard Perlungher, Police
Charles Witherspoon, Police

Time: 20 minutes

Synopsis

- Chapter 19 of the North Carolina General Statutes authorizes and provides a legal framework for the abatement of nuisances such as using property for the purpose of prostitution, gambling, illegal possession or sale of alcoholic beverages, illegal possession or sale of controlled substances, or illegal possession or sale of obscene or lewd matter.
- Among the remedies available are the court's intervention, requiring the property owner or manager to institute security procedures removing the nuisance under the threat of being held in contempt.
- The purpose of this briefing is to inform the Mayor and the City Council on the scope and limitations of this tool, and to provide examples of how the law has been used to address certain community problems.

Future Action

The presentation is for information only.

5. Answers to Mayor and Council Consent Item Questions

Resource(s): Carol Jennings, City Manager's Office

Time: 10 minutes

Synopsis

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

6. Closed Session

Action: Adopt a motion pursuant to:

A. NCGS 143-318.11(a)(4) to go into closed session to discuss matters relating to the location of an industry or business in the City of Charlotte, including potential economic development incentives that may be offered in negotiations, and

B. NCGS 143-318.11(a)(3) to go into closed session to consult with attorneys employed or retained by the City in order to preserve the attorney-client privilege and to consider and give instructions to the attorneys concerning the handling or settlement of William Reinke v. City of Charlotte - I.C. No. 13-705772 and Alwin, LLC and Brown-Rogers-Dixson Company v. City of Charlotte - 13 CVS 13818.

Introductions

Invocation

Pledge of Allegiance

7:00 P.M. AWARDS AND RECOGNITION

7. Charlotte Fire Department Citizens' Recognition

Action: The Charlotte Fire Department will recognize five survivors from the community who are alive due to the response and action of firefighters and Fire 911 Telecommunicator staff.

8. Ovarian Cancer Awareness Month

Action: Mayor Clodfelter will read a proclamation recognizing September as Ovarian Cancer Awareness Month.

9. Childhood Cancer Awareness Month

Action: Council member Smith will read a proclamation recognizing September as Childhood Cancer Awareness month.

10. Charlotte CROP Walk Proclamation

Action: Mayor Clodfelter will read a proclamation recognizing October 19, 2014, as the 36th Annual Charlotte CROP Hunger Walk.

11. Good Neighbor Month Proclamation

Action: Mayor Clodfelter will read a proclamation recognizing September as Good Neighbor month.

12. Goodwill Industries Opportunity Campus

Action: Mayor Clodfelter will recognize Michael Elder, President and CEO, Goodwill Industries of the South Piedmont to share a short video on the Goodwill Opportunity Campus.

13. Recognition of Eric Campbell

Action: Mayor Clodfelter will recognize Eric Campbell, Assistant City Manager, for his dedicated years of service with the City of Charlotte.

CONSENT

- 14. Consent agenda items 22 through 42 may be considered in one motion except 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. Consideration of Consent Items with citizens signed up to speak to the item.

POLICY

15. City Manager's Report

BUSINESS

16. Time Warner Cable Arena Upgrades

- Action:**
- A. Approve total funding of \$27,500,000 in capital repairs and improvements to the Time Warner Cable Arena over the next five years, and \$600,000 per year in capital allocations for 10 years,**
 - B. Approve the Amendment to Arena Use and Operating Agreement between the City of Charlotte, the Charlotte Regional Visitors Authority and Charlotte Arena Operations, LLC (i.e. the Hornets) incorporating the additional funding commitments by the Hornets and the City, and the list of improvements, repairs, and upgrades that will be undertaken,**
 - C. Adopt a budget ordinance appropriating \$27,500,000 in existing debt capacity in the Tourism Capital Fund; and \$1,815,000 in Rental Car Tax revenue in the Tourism Operating Fund, and**
 - D. Adopt a budget ordinance to transfer \$1,815,000 from the Tourism Operating Fund to the Tourism Debt Service Fund (\$1,215,000) and the Tourism Capital Fund (\$600,000).**

Staff Resource(s): Ron Kimble, City Manager's Office
Cindy White, City Attorney's Office

Explanation

- The Time Warner Cable Arena Use and Operating Agreement (Agreement) between the City of Charlotte (City), Charlotte Regional Visitors Authority (CRVA), and the Charlotte Hornets was approved in 2003 prior to the opening of the Arena in October 2005.
- The Agreement is in effect for 25 years, through the 2029-2030 National Basketball Association (NBA) Season.
- The City owns the Arena, the Hornets operate it, and CRVA performs "back of house" functions.
- The Agreement prescribes specific criteria governing capital maintenance, repairs, and improvements to the Arena, including which party is responsible for them, and when.
- A Pay-As-You-Go capital fund to cover annual small capital needs has been in place since the Arena opened, with the City and the Hornets paying equally into this fund.
- The current annual contribution each party pays into the Pay-As-You-Go capital fund is \$364,000. This amount will increase 5% per year until the contribution reaches a maximum of \$500,000 annually.

- The Hornets have also spent or leveraged an additional \$6,700,000 in improvements benefitting the Arena over the past eight years.
- The Agreement allows the Hornets and CRVA to request certain capital improvements after seven years of operation (2013), and requires the City, as owner of the facility, to make improvements if the prescribed criteria are met.
- The City is required by the Agreement to make repairs and improvements to keep the Arena operational and current per the following criteria:
 - Changes required by applicable law,
 - Changes required by NBA standards,
 - Capital repairs necessitated by damage, destruction, defects, ordinary wear and tear, obsolescence, or similar causes, and
 - After seven years, capital improvements and additions are required when more than 50% of NBA arenas have incorporated the same improvement or addition.
- The Arena is now entering its ninth year of operation.

Action A – Capital Improvement Funding

- To satisfy the City's obligation under the Agreement, the City, CRVA, and the Hornets propose to implement \$29,900,000 in capital improvements over five years. \$27,500,000 will be funded by the City and \$2,400,000 will be funded by the Hornets.
- The City and the Hornets also each agree to fund an additional \$600,000 per year for 10 years into the existing Pay-As-You-Go capital fund
- The first four years of the Hornets contribution will be pledged to home team locker room and suite improvements
- City funding of \$600,000 in capital allocations annually for 10 years will create a more appropriately sized annual Pay-As-You-Go capital fund to maintain a building of the Arena's age, size, investment, and importance to the economic vitality of Charlotte.
- City funding of both the \$600,000 annual allocation and the \$27,500,000 in capital improvements over a five-year period will:
 - Fulfill the City's contractual obligation under the Agreement with the Hornets and CRVA;
 - Leverage participation from the City's private partner in both upfront improvements to specific components, and in annual capital maintenance funding;
 - Allow the Arena to remain competitive in retaining current events and attracting new events to the City, thereby creating substantial economic impact; and
 - Spread the cost of improvements and repairs over a five-year period, enabling the City to align the planned capital improvements with available resources.

Action B – Amendment to Arena Use and Operating Agreement

- The parties to the Agreement are the City of Charlotte, the CRVA and Charlotte Arena Operations, LLC (i.e. the Hornets).
- The Amendment to the Time Warner Cable Arena Use and Operating Agreement (Amendment) is needed to incorporate the additional funding commitments by the Hornets and the City.
- The Amendment also includes:
 - A summary of the improvements, repairs and upgrades that will be undertaken,
 - Limitations on what can be requested in the future, and

- A technical change to acknowledge the commencement date of the Agreement.

Action C – Budget Ordinance

- Funding for the \$27,500,000 in City funded capital improvements and \$600,000 annual capital allocation will be paid from hotel/motel Occupancy Tax and Rental Car Tax revenues.
- The Budget Ordinance will appropriate the full \$27,500,000 from existing debt capacity in the Tourism Capital Fund for capital improvements, to be expended over five years as follows:
 - \$2,450,000 in Fiscal Year 2015,
 - \$5,500,000 in Fiscal Year 2016,
 - \$5,860,000 in Fiscal Year 2017,
 - \$11,450,000 in Fiscal Year 2018, and
 - \$2,240,000 in Fiscal Year 2019.

Action D – Budget Ordinance

- The Budget Ordinance will appropriate \$1,815,000 from Rental Car Tax Revenue in the Tourism Operating Fund for the first year capital and debt service allocations associated with the City's capital improvements as follows:
 - \$1,215,000 to be transferred to the Tourism Debt Service Fund to support debt payments on the \$27,500,000 capital improvements; and
 - \$600,000 to be transferred to the Tourism Capital Fund for the first of 10 annual capital allocations.
- Subsequent annual appropriations for the remaining nine years of the \$600,000 annual capital allocation will be included in the City Manager's recommended budgets and annual budget ordinances approved by the City Council in June of each year.

Funding

Rental Car Tax and Tourism Capital Fund

Attachment 2

[Amendment to Arena Use and Operating Agreement –Exhibit A PowerPoint presentation from August 25, 2014, Council Dinner Briefing](#)
[Additional Information requested by the City Council on August 25, 2014 Budget Ordinance](#)

17. Airport Corrective Action Plan

Action: Adopt a budget ordinance appropriating \$1,566,835 from the General Fund for transfer to Aviation to implement the Airport Corrective Action Plan.

Staff Resource(s): Randy Harrington, Finance
Bill Parks, Budget & Evaluation

Explanation

- On August 25, 2014, the City submitted a Corrective Action Plan to the Federal Aviation Administration in order to resolve self-reported underpayments from the City to the Airport for leases of three City facilities (i.e., Animal Control Facility, Charlotte-Mecklenburg Police Department Helicopter Hanger, and Fire Station 30). The costs are as follows:
 - Animal Control Facility: \$1,212,721;
 - Charlotte-Mecklenburg Police Department Helicopter Hanger: \$293,770; and
 - Fire Station 30: \$3,308.
- The Corrective Action Plan calls for the City to pay the Airport \$1,566,835 by October 1, 2014, which includes accrued statutory interest of \$57,036.

Funding

General Fund Balance

Attachment 3

[Budget Ordinance](#)

18. CityLYNX Gold Line Phase 2 –Federal Small Starts Application

Actions:

- A. Authorize the City Manager to submit a Federal Small Starts Grant Application for the CityLYNX Gold Line Phase 2 project at a total project cost of \$150,000,000 with a 50% maximum federal share of \$75,000,000 and a 50% local share of \$75,000,000,**
- B. Adopt a budget ordinance to allocate an additional \$12,000,000 in existing General Community Investment Pay-As-You-Go and Municipal Debt Service Funds to provide the full 50% City local match for the CityLYNX Gold Line Phase 2 Project, and**
- C. Adopt a resolution authorizing the City Manager to execute a Small Starts Grant Agreement with the U.S. Department of Transportation, under Section 5309 Capital Investment Grant Program for a total project cost of \$150,000,000 with a 50% maximum federal share of \$75,000,000 and a 50% local share of \$75,000,000 upon federal approval of the Small Starts Grant Application.**

Staff Resource(s): Carolyn Flowers, CATS
Jeb Blackwell, Engineering & Property Management

Background

- The CityLYNX Gold Line, as adopted by the Metropolitan Transit Commission in the 2030 Transit Corridor System Plan, is a 10 mile streetcar system from Rosa Parks Place Community Transit Center to the Eastland Community Transit Center.
- The CityLYNX Gold Line Phase 1 project is currently under construction from the Time Warner Cable Arena to Novant Presbyterian Hospital.
- The CityLYNX Gold Line Phase 2 project will extend the CityLYNX Gold Line Phase 1 project by 2.5 miles, add 11 new stops, and replace the Gomaco replica trolley vehicles with modern streetcar vehicles.
- The project adds two stops and one-half mile to the east and nine stops and two miles to the west.
 - The Phase 2 project will extend from French Street near Johnson C. Smith University to Sunnyside Avenue on Hawthorne Lane just north of Independence Boulevard resulting in a four mile operational segment.
 - The vehicles will be equipped with fare box equipment and the prevailing local fare (currently \$2.20) will be charged.
- The CityLYNX Gold Line is an integral component of the 2030 Transit Corridor System Plan that links Bus and Rail service in the Central Business District.

Explanation

- On May 28, 2013, the City Council authorized the City Manager to seek a 50% federal grant for the extension of the CityLYNX Gold Line Phase 1 project.
- The CityLYNX Gold Line Phase 2 project was estimated to cost \$126,000,000 based upon a 30% level of design without inflation to the years of expenditure. Because the actual construction schedule was unknown at the time, the project could not be inflated to the future year of expenditure. The City

- Council also appropriated \$63,000,000 in funding as the City's 50% local match in the CityLYNX Gold Line Phase 2 project.
- On January 27, 2014, the City Council authorized the City Manager to spend up to \$12,000,000 of the approved local share to:
 - Advance the project to a 65% level of design, investigate the feasibility of hybrid streetcar vehicles,
 - Document the expected land use and economic development benefits,
 - Update the cost estimate including inflation, and
 - Develop an application seeking a federal small starts grant for the CityLYNX Gold Line Phase 2 project.
 - The design of the CityLYNX Gold Line Phase 2 project has now been advanced from a 30% level of design to a 65% level of design. Based on the updated 65% level of design cost estimate and the construction schedule which allows the cost estimate to include inflation, staff is recommending a project budget of \$150,000,000 and the Small Starts Application requests a 50% federal share of \$75,000,000.
 - Federal law sets the maximum project cost for a Small Starts project at \$250,000,000 and the maximum federal share at \$75,000,000.
 - A full Small Starts application package has been developed that includes a cost estimate based upon the 65% level of design and inflation to year of expenditure as required by the Federal Transit Administration (FTA). This application assumes a 2016 start of construction and a mid to late 2019 opening.
 - The Small Starts application is due to the FTA on September 10, 2014.
 - In order to submit the Small Starts application, City Council must approve an additional \$12,000,000 to take the local share to \$75,000,000.
 - The attached memorandum documents the 65% design level estimate compared to the 30% design level estimate; discusses the potential project impacts of using hybrid vehicles, and identifies the recommended sources of funds for the additional \$12,000,000 in local funding.

Next Steps

- Contingent upon City Council approval, staff will submit the final Small Starts application on September 10, 2014.
- The FTA will review the submission, determine a final project rating, and make a recommendation to fund the project.
- The President would then include the project with the other recommended projects from FTA in the Federal Fiscal Year 2016 budget recommendation to Congress in early 2015.
- Once a recommendation of federal funding is received, the City Council will be asked to authorize use of a portion of the appropriated funds to advance the project to final design, order the vehicles (these have a long lead time), begin advanced utility relocation and prepare bid documents in order stay on schedule for the 2019 opening schedule.
- Upon approval of a Small Starts Grant agreement, which approval could be granted as early as October 2015 (contingent upon Congressional Appropriations); the City could draw reimbursement for the 50% federal share of the funds advanced on the project since entering project development in early 2014.
- The 65% level of design still has a degree of unknowns and risks that will continue to be identified, reduced, or mitigated with further design.
- A final risk assessment will be conducted by FTA to ensure the project can be delivered at the estimated cost and schedule prior to issuance of the Small Starts Grant Agreement. The assessment could result in changes to the final project contingency and cost.

Funding

General Community Investment Plan

Attachment 4

[Gold Line Phase 2 -65% Design Update Memorandum](#)

[Budget Ordinance](#)

[Resolution](#)

19. Appointments to Boards and Commissions

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

A. HISTORIC DISTRICT COMMISSION

- One appointment for a resident owner of Hermitage Court for an unexpired term beginning immediately and ending June 30, 2015.
 - Lisa Yarbrough by Council members Austin, Autry, Driggs, Fallon, and Mayfield.
 - Ed Peacock by Council member Barnes.

Attachment 5

[Applications](#)

B. KEEP CHARLOTTE BEAUTIFUL

- Two appointments for three-year terms beginning July 1, 2014 and ending June 30, 2017.
 - Joshua Arnold by Council members Mayfield, Phipps, and Smith.
 - Francene Greene by Council members Autry, Fallon, Howard, Kinsey, Mayfield, and Phipps.
 - Martin Joseph by Council members Austin, Driggs, and Fallon.
 - Joshua Middleton by Council members Austin, Driggs, and Howard.
 - Laura Sieckmann by Council member Autry.
 - Regina Tisdale by Council member Kinsey.

Attachment 6

[Applications](#)

C. TREE ADVISORY COMMISSION

- One appointment for an unexpired term beginning immediately and ending December 13, 2016.
 - Joshua Arnold by Council members Autry, Howard, and Smith.
 - Tom Johnson by Council members Austin, Driggs, Fallon, Kinsey, Mayfield, and Phipps.

Attachment 7

[Applications](#)

20. Conclusion of Consent Agenda**21. Mayor and Council Topics**

Council members may share information and raise topics for discussion.

CONSENT

Introduction to CONSENT

Consent consists of routine items that have been approved in the budget. Price lists for unit price contracts are available upon request.



On April 8, 2013, the City Council voted to replace the City's Small Business Opportunity (SBO) Program with the Charlotte Business INCLUSION program. On July 1, 2013, the City phased in the Charlotte Business INCLUSION program into all of its practices and procedures.

The Charlotte Business INCLUSION program seeks to promote diversity, inclusion, and local business opportunities in the City's contracting and procurement process for Minority, Women, and Small Business Enterprises (MWSBEs) headquartered in the Charlotte Combined Statistical Area. Participation of Minority, Women, or Small Business Enterprises (MBE, WBE, or SBE) is noted where applicable.

For a period of time during Fiscal Year 2014, projects appearing in the Council Agendas will incorporate Policy references for either the current Charlotte Business INCLUSION program or the Small Business Opportunity Program.

The applicable Charlotte Business INCLUSION program Policy or the Small Business Opportunity Program policy sections are referenced at the end of the Council Request for Council Action.

Disadvantaged Business Enterprise

Disadvantaged Business Enterprise is a federal program primarily used for Aviation and Transit.

Contractors and Consultants

All contractor and consultant selections follow the Council-approved process unless described otherwise. For the procurement of professional services and/or engineering, architectural, and surveying services, the North Carolina General Statutes 143-64.31 requires that units of government "select firms qualified to provide such services on the basis of demonstrated competence and qualification...without regard to fee other than unit price information, and therefore to negotiate a contract for those services at a fair and reasonable fee with the best qualified firm."

The property transaction process following the City Council approval for condemnation is referenced at the end of Consent.

22. Federal Aviation Administration Grant Acceptance

- Action**
- A. Adopt a resolution accepting a Federal Aviation Administration grant in the amount of \$11,826,599 for Airport projects related to Runway 18L and related taxiways and south cargo ramp, and**
- B. Adopt a budget ordinance appropriating \$11,826,599 in Federal Aviation Administration grant funds, \$3,942,200 in local share funds from the Aviation Discretionary Fund for a total of \$15,768,799 to the Aviation Community Investment Fund.**

Staff Resource(s): Jack Christine, Aviation

Explanation

- Each year, the Federal Aviation Administration provides Airport Improvement Program entitlement grant funding based on the Airport's operations and number of boarded passengers. The total amount of entitlement funding for the Airport this year is \$11,826,599.
- Proceeds from this grant will fund 75% of the project costs for the rehabilitation of Runway 18L/36R, High-Speed Taxiway Exit, and South Cargo Ramp Expansion. Local funds will pay for the remaining 25% (\$3,942,200) of the project costs
- The Airport's Pavement Management Program has identified Runway 18L/36R and associated taxiways for rehabilitation of the asphalt pavement to extend the useful life of these surfaces and maintain operational capacity.
- Over the next few weeks the Airport will accept construction bids and testing proposals for Runway 18L Remedial repairs and Runway 18L High-Speed Taxiway Exit/South Cargo Ramp Expansion. The Contracts will be brought to the City Council for approval in the upcoming months.

Funding

Aviation Community Investment Plan

Attachment 8

[Budget Ordinance](#)
[Resolution](#)

23. Airport Energy Infrastructure Phase 1A

- Action:**
- A. Award the low-bid contract of \$1,168,395.64 to Brooks, Berry, Haynie and Associates, Inc. for Energy Infrastructure improvements,**
 - B. Approve a contract, in the amount of \$49,238 to Froehling & Robertson, Inc. for testing services, and**
 - C. Adopt a budget ordinance appropriating \$1,217,633.64 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.**

Staff Resource(s): Jack Christine, Aviation

Explanation

- On March 28, 2014, the City Manager approved a contract with Talbert, Bright & Ellington, Inc., in the amount of \$76,932, for the design and modifications to the Energy Infrastructure project.
- The contract includes installation of 3,600 linear feet of concrete encased duct bank, including electrical manholes and associated work needed to accommodate current and future terminal energy needs.
- The project will allow for power distribution lines to be buried underground through the future West Terminal Ramp Expansion Area.
- On July 24, 2014, the City issued an Invitation to Bid for construction services; three bids were received and Brooks, Berry, Haynie and Associates, Inc. was the lowest, responsive bidder.
- On February 3, 2014, the City issued a Request for Qualifications for testing services; 11 proposals were received from interested service providers.
 - Froehling and Robertson, Inc. was one of six testing firms selected for a pool of small project work. The Aviation Department selected Froehling and Robertson, Inc. to perform testing services for this project because of their inspection experience with utility duct banks.

Charlotte Business INclusion

Established SBE Goal: 10%

Committed SBE Goal: 10.00%

Brooks-Berry-Haynie & Associates, Inc. met the established subcontracting goal, and has committed 10.00% (\$111,275) of the base bid amount to the following SBE firms: Jim Bob's Grading & Paving, Inc. (asphalt paving), Martin Landscaping Co., Inc. (seeding/mulching), and Vector Electric Company (conduit installation). (Part B: Section 3 of the Charlotte Business INclusion Policy).

Funding

Aviation Community Investment Plan

Attachment 9

[Budget Ordinance](#)

24. Airport Deicing Operator Agreement Extension and Amendment

Action: Approve a three-year contract extension with Integrated Deicing Services, LLC to operate and maintain a consolidated aircraft deicing facility at the Airport.

Staff Resource(s): Jack Christine, Aviation

Explanation:

- On September 13, 2010, the City Council approved a three-year contract with Integrated Deicing Services, LLC (IDS -formerly Contego Systems, LLC) to operate an aircraft deicing facility at the Airport.
 - Contego Systems, LLC was selected as the preferred vendor based on the company's relevant experience, the management personnel's experience and pricing. The airlines will pay a use charge that will reimburse the Airport for all costs incurred.
- The original contract was written to include a three-year extension, which was not included in the September 13, 2010, Request for Council Action. Following a favorable experience with Integrated Deicing Services, LLC, staff is requesting that City Council approve the three-year extension as written in the original contract. Staff anticipates rebidding this contract after this three-year extension.
- In addition to the contract extension, IDS will assume responsibility for the provision of deicing fluid. Previously, the Aviation Department procured all deicing fluid, however the Aviation Department has determined that it is more efficient for IDS to assume this responsibility.
- As part of the contract extension, IDS will perform maintenance and operation of the deicing refill station for the remaining term of the contract.
- As a result of the increased responsibilities, the Aviation Department negotiated an increase in the annual management fee from \$140,000 to \$190,000.
- IDS will also provide labor to assist during peak times as requested by the Airport at an hourly rate. The annual cost is estimated not to exceed \$90,000, for a total of \$270,000 for the term of the contract.
- The total contract, including the original three years, the proposed three-year extension, and the amendments is estimated to be \$8,070,000. Of this amount, approximately \$2,700,000 is estimated in the three-year extension for deicing fluid (\$900,000 a year), depending upon actual use.
- The airlines pay a use charge that reimburses the Airport for all costs incurred for this facility.

Charlotte Business INclusion

No subcontracting goal was established for this contract extension because there are no opportunities (Part D: Section 6 of the SBO Policy).

Funding

Aviation Operating Budget

25. Airport Yorkmont Road/Old Terminal Parking Improvements

- Action:**
- A. Award a low-bid contract to Blythe Development Co., in the amount of \$1,521,005.85 for construction improvements to Yorkmont Road/Old Terminal Parking Lot,**
 - B. Approve a professional services contract with On-Spec Engineering in the amount of \$18,020 for materials testing services,**
 - C. Approve a contract with Duke Energy, in the amount of \$60,000, for the installation of LED street lights at the Yorkmont Road/Old Terminal Parking Lot, and**
 - D. Adopt a budget ordinance appropriating \$1,599,025.85 from the Aviation Discretionary Fund to the Airport Community Investment Plan Fund.**

Staff Resource(s): Jack Christine, Aviation

Explanation

- The Yorkmont Road/Old Terminal Parking Lot was built in 1952 when the original airport terminal was constructed.
- The Aviation Department is undertaking an improvement project that will make modifications through new parking islands, landscaping, and street lighting, to better accommodate the tenants currently occupying the Old Terminal.
- On January 13, 2014, the City Council approved a design contract with Talbert, Bright & Ellington, Inc. for modifications and rehabilitation to Yorkmont Road and the Old Terminal Parking Lot in the amount of \$113,400.
- On July 24, 2014, the City issued an Invitation to Bid for construction services; three bids were received and Blythe Development Co. was the lowest, responsive bidder.
- On February 3, 2014, the City issued a Request for Qualifications for testing services; 11 proposals were received from interested service providers.
 - On-Spec Engineering was one of six testing firms selected for a pool of small project work based on their expertise in asphalt repairs.
 - The Aviation Department selected On-Spec Engineering to perform testing services.
- LED lights have become the standard lamp technology for new street lights in Charlotte. The Airport has previously installed LED street lights along its new entrance roadway and terminal curb front.

Charlotte Business INclusion

Established SBE Goal: 7%

Committed SBE Goal: 7.03%

Blythe Development Co. exceeded the established subcontracting goal, and has committed 7.03% (\$107,000) of the total contract amount to the following SBE firms: P&TL, Inc. (erosion control), Martin Resources, LLC (hauling), and Major Contractors, Inc. (site electrical). (Part B: Section 3 of the Charlotte Business INclusion Policy)

Major Contractors, Inc. is a City WBE and On-Spec Engineering is a City SBE.

Funding

Aviation Community Investment Plan

Attachment 10

[Budget Ordinance](#)

26. Airport Electric Vehicle Charging Stations

Action: Award the unit price contract to Green Power Technology for the purchase of Electric Vehicle Charging Stations for a three-year term.

Staff Resource(s): Jack Christine, Aviation

Explanation

- The Aviation Department will install electric vehicle charging stations at the new hourly parking deck to promote environmental sustainability and better serve customers that drive electric vehicles.
 - The initial plan is to install nine stations, with the goal to install 16 more over a three-year period as demand increases.
- On July 31, 2014, the Aviation Department issued a Request for Proposals; nine proposals were received from interested service providers.
- A selection committee comprised of Aviation staff chose Green Power Technology based on experience, qualifications, and the depth of knowledge presented in the proposal.
- The unit price of the charging stations is \$6,631, at an estimated total cost of \$162,000 over the three-year contract term.
- The Charging Stations run on the ChargePoint network and are identical stations to what is currently in place throughout select streets in Uptown Charlotte.

Charlotte Business INclusion

No subcontracting goal was established because there are no opportunities. (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

Funding

Aviation Community Investment Plan

27. Terminal Elevated Roadway Traffic Analysis and Modeling

Action: **A. Approve a contract in the amount of \$397,121 with STV Inc. for traffic analysis and modeling associated with the Terminal Elevated Roadway project, and**

B. Adopt a budget ordinance appropriating \$397,121 from the Aviation Discretionary Fund to the Aviation Community Investment Plan Fund.

Staff Resource(s): Jack Christine, Aviation

Explanation

- On November 8, 2010, the City Council approved a design contract to HNTB, North Carolina, PC in the amount of \$1,292,280 for a terminal elevated roadway system to replace and expand the capacity of the current terminal roadway system.
- Prior to construction, it is necessary to perform analysis for both vehicles and pedestrians through data collection, simulation, and modeling in order to develop an effective traffic and pedestrian management plan for use during construction of the terminal elevated roadway.
- On February 3, 2014, the Aviation Department issued a Request for Qualifications for architectural and engineering design services; 29 proposals were received from interested providers, and 22 firms were selected for future architectural and engineering design.
- STV Inc. was one of the firms selected, and was chosen for this project based on their expertise in traffic design and modeling.
- The Aviation Department anticipates construction of the terminal elevated roadway will begin in first quarter 2015.

Charlotte Business INclusion

The City negotiated SBE subcontracting participation after the proposal selection process (Part C: Section 2.1(h) of the Charlotte Business INclusion Policy). For this contract, STV Inc. has committed 5.00% (\$19,850) of the total contract amount to the following SBE firm: Progressive Design Group, Inc. (traffic analysis/sequence of construction).

Funding

Aviation Community Investment Plan

Attachment 11

[Budget Ordinance](#)

28. Police Assets Forfeiture for Law Enforcement Programs

Action: Approve the use of \$75,000 in assets forfeiture funds for three law enforcement programs.

Staff Resource(s): Sherie Pearsall, Police
Brian Cunningham, Police

Explanation

- State and federal law permits local law enforcement agencies to use their share of the proceeds from forfeited assets to fund law enforcement related programs and equipment.
- The Police Department requests the use of \$75,000 in assets forfeiture funds for three law enforcement programs.
- \$50,000 will be used to fund Crime Stoppers rewards.
 - The Crime Stoppers program offers rewards to a citizen who provides anonymous tips leading to the arrest of someone involved in criminal activity.
 - Crime Stoppers also has a Firearm by Felon Program that provides \$500 rewards to citizens providing information on a convicted felon in possession of a firearm.
 - Crime Stoppers is fully funded by voluntary contributions; the Police Department makes contributions as funds are needed.
- \$20,000 will fund rewards and a recognition event for the “Do the Write Thing” challenge.
 - The “Do the Write Thing” challenge provides middle school students an opportunity to examine the impact of youth violence through classroom discussions and an essay contest with an emphasis on changing the culture of violence.
 - The “Do the Write Thing” challenge is an initiative of the National Campaign to Stop Violence with the ultimate goal of empowering young people to break the cycles of violence in their homes, schools, and neighborhoods.
 - The Police Department supports this program and its contribution will fund a recognition event at Bank of America Stadium for the 60 finalists and their parents, teachers, and principals. The funding also supports recognition awards for participants including technology devices, mugs, and t-shirts.
- \$5,000 will be used for recognition of participants in the “Do the Right Thing” program.
 - “Do the Right Thing” is dedicated to recognizing, celebrating, and rewarding youth who, in the face of overwhelming odds, exhibit character and integrity.
 - The program seeks to reinforce desirable behavior among local youth and demonstrate that “good kids” are newsworthy. The program also strengthens the positive relationship between the Police and Fire Departments and the youth of this community.
 - The contribution from the Police Department will fund gifts such as tablets for the students recognized by the program.

Funding

Police Assets Forfeiture Fund

29. Combination Sewer Cleaning Trucks

Action: **A. Approve the purchase of sewer cleaning equipment as authorized by the sole source exemption of G.S. 143-129(e)(6), and**

B. Approve the purchase of three sewer combination cleaning trucks from Rodders & Jets Supply Company in the total amount of \$969,621.

Staff Resource(s): Barry Gullet, Utility

Sole Source Exception

- G.S. 143-129(e)(6) provides that formal bidding requirements do not apply when:
 - Performance or price competition are not available;
 - A needed product is available from only one source or supply; or
 - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for this contract because the Charlotte-Mecklenburg Utility Department currently has 16 trucks of this type in its fleet. Standardization of equipment increases operational efficiencies and reduces the number of maintenance parts required in the City's inventory.
- The City Council must approve purchases made under the sole source exception.

Explanation

- Combination sewer-cleaning trucks are specially-equipped, heavy-duty vehicles with high-pressure cleaning hoses used to dislodge debris from sewer lines. These trucks are also equipped with a large vacuum to remove debris for disposal.
- The trucks are essential in Charlotte-Mecklenburg Utility Department's regular preventative line-cleaning activity across the community's 4,180-mile pipe network. The trucks are also used to clear blockages when overflows occur.
- Sewer line maintenance is a longstanding practice, a required component of the City's state-issued permit to operate a public wastewater collection system, and is directly linked to the City Council Environment Focus Areas.
- One truck has reached the end of its useful life expectancy, which is nine years. The other two trucks are additions to the fleet.
- The purchase of three additional trucks is included in the approved Fiscal Year 2015 Capital Equipment Replacement List.
- The Utility Department presently has crews trained in the operation and maintenance of this specialized equipment.

Charlotte Business INclusion

This is a sole source contract and is exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

Funding

Utility Capital Equipment Replacement Fund

30. Generator Preventive Maintenance and Repair Services

Action: **A. Approve a contract with Carolina Power Solutions for generator preventative maintenance and repair for an initial term of three years, and**

B. Authorize the City Manager to approve up to two additional, one-year renewal options contingent upon the company's satisfactory performance.

Staff Resource(s): Barry Shearin, Utility

Explanation

- The Utility Department currently uses one vendor to provide generator preventative maintenance, fuel cleaning, load testing, and repair services for 65 stationary and small portable units.
- In addition to these smaller units, the Department has a fleet of higher capacity generators that power larger facilities. The additional equipment will require the City Council to approve a future contract amendment to the Operating and Maintenance agreement.
- Generators provide emergency power to critical equipment when the loss of normal electrical power occurs during events such as storms and other natural disasters.
- On May 29, 2014, a Request for Proposals was issued; six proposals were received from interested service providers.
 - Carolina Power Solutions was selected based on being the lowest price and meeting all requirements.
- Carolina Power Solutions is recommended to provide all servicing, parts and equipment, tools and labor under the terms of the contract.

Contract Terms

- The aggregate estimated five-year cost for all current units is \$331,940, this amount includes \$239,105 for the initial three-year contract period and \$92,835 for the two optional one-year renewals (renewals will be contingent upon performance).
- The cost for preventive maintenance, fuel cleaning, and load testing are fixed, which is detailed in the contract.
- Repair services required on an as-needed basis are based on hourly rates, parts costs, and an allowable mark-up which is detailed in the contract.
- The contract includes an initial term of three years with the option to renew for two additional, one-year terms contingent upon the company's satisfactory performance.

Charlotte Business INclusion

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

Funding

Utility Operating Budget and Utility Community Investment Plan

31. Utility Electrical Maintenance and Repair

Action: Award unit price services contracts, for a term of three years, to each of the following companies for electrical maintenance and repair at Charlotte-Mecklenburg Utility Department facilities:

- Energy Erectors, Inc.
- Northern Electric, Inc., and
- Gregory Electric Company, Inc.

Staff Resource(s): Barry Shearin, Utility

Explanation

- The City's eight water and wastewater treatment plants and associated facilities (water pump stations, sewer lift stations, and administrative buildings) require a variety of electrical maintenance and repair services to ensure continuous operation.
- On July 10, 2014, a Request for Proposals was issued; four proposals were received from interested service providers.
- A selection team, of Utility Department staff, selected the firms based on their price, experience, references and qualifications.
- The proposal rejected by the selection team had significantly higher prices than the proposals provided by the three firms selected.
- The contracts are unit costs based on hourly rates for the electrical staff needed plus cost for miscellaneous materials and supplies.
- The contracts will be awarded as follows in the estimated annual amounts:
 - Energy Erectors: \$625,000 for electrical maintenance primarily at McAlpine Creek WWTP.
 - Northern Electric: \$800,000 for electrical maintenance at all other Charlotte-Mecklenburg Utility Department facilities.
 - Gregory Electric Company: \$225,000 for electrical maintenance under 480 volts at all other Charlotte-Mecklenburg Utility Department facilities.

Charlotte Business INclusion

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

Funding

Utility Operating Budget and Utility Community Investment Plan

32. Eastburn Storm Drainage Improvement Project Change Order #1

Action: Approve change order #1, in the amount of \$308,700, with Blythe Development Company for the Eastburn Storm Drainage Improvement project.

Staff Resource(s): Susan Tolan, Engineering & Property Management

Explanation

- The Eastburn Storm Drainage Improvement project will reduce flooding and erosion within the 450-acre project area.
- The contract is based on unit prices and the change order will provide funds for items that have exceeded the originally projected quantities of rock and suitable backfill soil needed.
- During the course of construction, the contractor encountered additional rock that needed to be removed from the site.
- Change order #1, in the amount of \$308,700, will provide funds to accommodate:
 - Rock Removal – The actual amount of rock to be removed from the site for the storm drainage installation was higher than estimated based on the subsurface analysis.
 - Suitable Soil - The increase in volume of rock encountered and the poorly graded composition of the remaining on-site soil did not meet the backfill specification, thus reducing the amount of suitable on-site material planned for use as backfill.
- On April 11, 2011, the City Council awarded the project's construction contract to Blythe Development Company in the amount of \$5,064,939. The contract completion date has been extended due to utility relocation scheduling and additional rock removal.
- The total construction contract amount including change order #1 is \$5,373,639, and is available within the existing project budget.
- Construction is scheduled to be complete by fourth quarter 2014.

Charlotte Business INclusion

Original Established SBE Goal: 10.00%

Original Committed SBE Goal: 10.00%

SBE Attained Goal to Date: 16.03%

Blythe Development Company met the SBE goal, including this change order, committing to 10.00% (\$537,363.90) of the total contract amount (Part D: Section 6 of the SBO Policy). To date, Blythe has exceeded their commitments, utilizing 16.03% (\$791,756) to the following SBE firms: Landmark Materials (hauling); R&N Construction Group, LLC (landscaping/erosion control); Bullington Construction (guardrail & fence installation); Absolute Business Connections, Inc. (traffic control); Aardvark Engineers, Inc. (geotechnical testing); On Time Construction (masonry); and RC Hauling (hauling).

Landmark Materials and On Time Construction are also City MBEs; and Absolute Business and R&N Construction are also City WBEs.

Funding

Storm Water Community Investment Plan

Attachment 12

[Map](#)

33. Amendment to City/County Software Interlocal Agreement for Environmental Data Management System

Action:

A. Adopt a resolution approving an amendment to the Interlocal Agreement between the City of Charlotte and Mecklenburg County for the management of CityWorks software system, and

B. Authorize the City Manager to enter into agreements with Azteca Systems, Inc. for the licensing and support of CityWorks, and to renew such agreements for as long as the City uses Cityworks.

Staff Resource(s): Tom Calhoun, Engineering & Property Management

Explanation

- In July 2005 the City and County negotiated and entered into a Master Agreement for System Integration to design, implement, license and maintain an environmental data management system.
 - The System was built around a software application called CityWorks, owned by Azteca Systems, Inc.
- CityWorks continues to assist the City and County in managing environmental data, but since 2006 the application has also been expanded to include utilities, landscape management and buildings work requests.
- In April 2006, before the System went into operation, the City and County entered into an Interlocal Agreement for Environmental Data Management System governing how the City and County would allocate administrative responsibilities and costs for shared use of the System.
 - The Agreement named the County as lead agency in managing the contracts for the System, with the cost of maintaining the System shared 50% by the County and 50% by the City.
- Since the 2006 Interlocal Agreement, the City's use of the System has increased relative to that of the County. To reflect this change in usage, the City and the County desire to amend the Interlocal Agreement to have the City assume management of the System contracts. The 50% split of annual cost remains the same.
- To effectuate the Interlocal Agreement, the contracts with Azteca Systems, Inc. for licensing and support of the CityWorks System will be transferred from the County to the City.
- Total annual cost of the System is \$123,000, with the City paying half of the cost (\$61,500).
- If the City Council approves the changes, the final step in the amendment process will be presenting the amended agreement to the Mecklenburg Board of County Commissioners for approval.

Charlotte Business INclusion

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

Attachment 13

[Interlocal Agreement Resolution](#)

34. Tree Banding for Cankerworms

- Action:**
- A. Approve contracts for cankerworm tree banding services with the following:**
- E Schneider Enterprises, dba Schneider Tree Care, Inc., up to \$33,143,
 - The Davey Tree Expert Company, up to \$32,300,
 - Arborguard, Inc., up to \$33,000,
 - Silverduck Tree Banding Services, LLC, up to \$27,500,
 - Midwood Tree Banding, LLC, up to \$25,900,
 - Mr. Clean Detail Lawn and Landscaping, up to \$22,000, and
- B. Authorize the City Manager to approve two, one-year renewals each, up to the original contract amounts.**

Staff Resource(s): Steve Ketner, Engineering & Property Management

Explanation

- ON July 2, 2014, Engineering & Property Management issued a Request for Proposals for tree banding contractors; six proposals were received from interested service providers.
- The Request for Proposals was advertised on July 2, 2014, six tree banding contractors responded; all six respondents were selected.
- Firms were selected based on the following criteria: proposal fee, qualifications of key individuals, and experience in providing similar services for similar projects, references and/or past performance on City projects, and the current and anticipated work load of the contractor.
- These contracts will provide tree banding and removal of old bands to trap fall cankerworms in late November for approximately 5,900 trees in 6 areas.
 - Bands are placed around tree trunks to trap emerging caterpillars before they reach the canopy.
 - Tree banding is an effective method of reducing cankerworm infestation in the spring, helping preserve the health of trees, and lessening chances of disease and toppling.
- Outreach efforts began this year in August.
- Tree banding brochures are distributed each year with information about how to band a tree, the effect tree banding has on cankerworms, and how citizens can help control cankerworms.
- City staff also meets with civic groups and clubs as a part of the outreach effort.

E Schneider Enterprises, dba Schneider Tree Care, Inc. Area #1

- Myers Park/Freedom Park area - Examples of streets in area: Queens Road West, Henley Place, Beverly Drive.
- The contract is for tree banding for cankerworms and the removal of old bands. Work includes installing cankerworm tree bands on approximately 1,150 willow oak trees (per area). Tree sizes vary between 22 to 75 inches in diameter.

The Davey Tree Expert Company, Area #2

- Dilworth/Sedgefield/Colony Road - Examples of streets in area include: Picardy Place, Dorchester Place, Berkeley Ave.
- The contract is for tree banding for cankerworms and for removal of bands. Work includes installing cankerworm tree bands on approximately 1,000 willow oak trees (per area). The tree sizes vary between 22 to 75 inches in diameter.

Arboguard, Inc., Area #3

- Eastover/Cotswold/Grier Heights/Sherwood Forest (off Sharon Amity) Oakhurst - Examples of streets in area include: Colville Road, Gene Avenue, and Craig Avenue.
- The contract is for tree banding for cankerworms and for removal of bands. Work includes installing cankerworm tree bands on approximately 1,000 willow oak trees (per area). The tree sizes vary between 22 to 75 inches in diameter.

Silverduck Tree Banding Services, LLC, Area #4

- Chantilly/Plaza Midwood/Hickory Grove/Commonwealth-Morningside - Examples of streets in area include: Shenandoah Avenue, Progress Lane, and Commonwealth Avenue.
- The contract is for tree banding for cankerworms and for removal of bands. Work includes installing cankerworm tree bands on approximately 1,000 willow oak trees (per area). The tree sizes vary between 22 to 75 inches in diameter.

Midwood Tree Banding, LLC, Area #5

- Wesley Heights, Villa Heights, Camp Greene, Wilmore, Double Oaks - Examples of streets in area include: Thomas Avenue, Walnut Avenue, and Camp Greene Street.
- The contract is for tree banding for cankerworms and for removal of bands. Work includes installing cankerworm tree bands on approximately 925 willow oak trees (per area). The tree sizes vary between 22 to 75 inches in diameter.

Mr. Clean Detail Lawn and Landscaping, Area #6

- This section includes all neighborhoods around the perimeter of the City that are not covered above in Areas 1 through 5 - Examples of streets in area include: Lansdowne Road, Harris at Idlewild Road North, Davis Lake Parkway, Baylor Drive.
- The contract is for tree banding for cankerworms and for removal of bands. Work includes installing cankerworm tree bands on approximately 800 willow oak trees (per area). The tree sizes vary between 22 to 75 inches in diameter.

Charlotte Business INclusion

No subcontracting goals were established for these service contracts because there are no opportunities (Part C: Section 2.1(a) of the Charlotte Business INclusion Policy).

Funding

General Community Investment Plan

35. Minor Construction Services

Action: **A. Award the low-bid contract of \$574,570 to D.E. Walker Construction Co., Inc. for construction services, and**

B. Authorize the City Manager to approve up to two renewals in the amount not to exceed the original contract amount.

Staff Resource(s): Bryan Tarlton, Engineering & Property Management

Explanation

- The contract with D.E. Walker Construction Co., Inc. is renewable and will provide Engineering & Property Management minor construction services for various small roadway repairs on an as-needed basis. The work could include:
 - Traffic control,
 - Erosion control,
 - Clearing and grading,
 - Drainage,
 - Asphalt paving,
 - Pavement markings,
 - Concrete curb,
 - Sidewalk,
 - Drives, and
 - Wheelchair ramps.
- On July 21, 2014, an Invitation to Bid was advertised; three bids were received and D.E. Walker Construction Co., Inc. was the lowest, responsive bidder.
- The contract will be effective until 2017 and funded through various projects as needed. Funds are available in the project budgets.

Charlotte Business INclusion

Established SBE Goal: 15%

Committed SBE Goal: 15.03%

D.E. Walker Construction Co., Inc. exceeded the established subcontracting goal, and has committed 15.03% (\$86,385.50) of the total contract amount to the following SBE firms: Maybury Fence (fencing), RRC Concrete (concrete), and Express Logistics (hauling). D. E. Walker Construction Co. is also a City SBE firm.

Funding

General Community Investment Plan

36. Mint Museum Lease Amendment

Action: Approve an amendment to the Mint Museum lease to add the optional fifth floor expansion space to the lease between the City and the Mint Museum of Art.

Staff Resource(s): Ron Kimble, City Manager's Office
Cindy White, City Attorney's Office

Explanation

- As part of the 2006 Cultural Facilities project agreements, Wachovia (not Wells Fargo) granted the Mint Museum the option to purchase the fifth floor expansion space above the existing Mint Museum.
- The Mint has expressed desire to purchase the expansion space.
- Since all of the Levine Center for the Arts cultural facilities (i.e., the Mint Museum, the Knight Theater, the Bechtler Museum of Modern Art, and the Harvey B. Gantt Center) are owned by the City and leased to the respective cultural arts organizations, the expansion space will be conveyed to the City and, therefore, needs to be added to the City's existing \$1/year lease with the Mint Museum of Art.
- The City will have no financial responsibility for purchasing or upfitting the expansion space.

37. Donation of Surplus Computers and Related Equipment to Goodwill Industries

Action: Adopt a resolution approving the donation of surplus computers and related equipment to Goodwill Industries of the Southern Piedmont.

Staff Resource(s): Marie Harris, Shared Services

Explanation

- On April 11, 2011, the City Council approved a partnership with Goodwill Industries for the management of surplus electronic disposal.
- Since initiation of the partnership, City donated electronics have directly impacted the community by:
 - Making refurbished electronics such as computers and laptops available at discount pricing.
 - Creating opportunities for 1,475 hours of on-the-job training.
 - Making available employment opportunities in Goodwill electronic recycling and refurbishing operations.
- North Carolina General Statute §160A-280 authorizes the donation of personal property from a City to another governmental unit upon adoption of a resolution by the City Council.
- A list of surplus computers and related electronic equipment will be created for each donation cycle and brought to the City Council for review and approval.
- Throughout the year donations will be made as surplus equipment accumulates.
- All computers with hard drives are securely cleaned of data by the City's Innovation & Technology Department prior to being transported to the City's Asset and Disposal facility.

Attachment 14

[Donation List](#)
[Resolution](#)

38. Public Auction for Disposal of Equipment

Action: **A. Adopt a resolution declaring specific vehicles, equipment, and other miscellaneous items as surplus, and**

B. Authorize said items for sale by public auction on September 20, 2014.

Staff Resource(s): Marie Harris, Shared Services

Explanation

- Pursuant to North Carolina General Statute §160A-270(b) approval is requested for one public auction as follows:
 - On September 20, 2014, at 10:00 a.m. to dispose of City-owned property declared as surplus.
- The auction is conducted at the City-County Asset Recovery and Disposal facility located at 5550 Wilkinson Blvd, Charlotte, North Carolina.
- The City selected Rogers Realty and Auction Company, Inc. – a woman-owned business - as the auction service provider through a competitive selection process.
- The auction company will be compensated for the sale through auction proceeds in the following manner:
 - Rolling stock equipment – 9.50% of the total gross sale price
 - Miscellaneous items – 9.50% of the total gross sale price
- Proceeds go back to the entity (General Fund) or enterprise (Airport, Storm Water, Utility, and CATS) that owned the vehicle or equipment that was sold.
- A list of the items to be sold at auction is in the attached property list.

Charlotte Business INclusion

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

Attachment 15

[Property List](#)

[Resolution](#)

39. Refund of Property and Business Privilege License Taxes

Action: A. Adopt a resolution authorizing the refund of property taxes assessed through clerical or assessor error in the amount of \$99,051.34, and

B. Adopt a resolution authorizing the refund of business privilege license payments in the amount of \$1,079.15.

Staff Resource(s): Dan Pliszka, Finance

Explanation

- Property tax refunds are provided to the City by Mecklenburg County, due to clerical or assessor error, or as a result of appeals.
- Business privilege license tax refunds are provided to the City by Mecklenburg County.
- In accordance with the ordinance approved by Council on August 25, 2014, and the North Carolina law, the refunds which have been paid since the last Council meeting as a result of the Pearson Review are attached for information only.

Attachment 16

[Property Tax List of Refunds and Resolution](#)

[Business Privilege License Tax List of Refunds and Resolution](#)

[Property Tax Refunds –Pearson Review](#)

40. In Rem Remedy

For In Rem Remedy A-B, 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
- Community Safety

The In Rem Remedy items were initiated from 3 categories:

1. Public Safety – Police and/or Fire Dept.
2. Complaint – petition by citizens, tenant complaint or public agency referral
3. Field Observation – concentrated code enforcement program

The In Rem Remedy item (s) is listed below by category identifying the street address and neighborhood.

Complaint:

- A. 3317 Browne’s Creek Road (Neighborhood Profile Area 252)

Field Observation:

- B. 531 State Street (Neighborhood Profile Area 347)

Complaint:

A. 3317 Browne’s Creek Road

Action: Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 3317 Browne’s Creek Road (Neighborhood Profile Area 252).

[Attachment 17](#)

Field Observation:

B. 531 State Street

Action: Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the structure at 531 State Street (Neighborhood Profile Area 347).

[Attachment 18](#)

Property Transactions

41. Sale of Fire Prevention Property at 441 Beaumont Avenue

- Action:**
- A. Adopt a resolution proposing to accept the offer from Carolina Capital Investment Partners, LLC to purchase approximately 1.5 acres of land at 441 Beaumont Avenue (PIDs 080-201-14, 080-201-15, and 080-201-17) for \$781,466, and**
 - B. Authorize the advertisement of the proposed sale for upset bids in accordance with the resolution, and authorize the City Manager to execute all documents necessary to complete the sale of the property in accordance with the Resolution.**

Staff Resource(s): Timothy O'Brien, Engineering & Property Management

Explanation

- The Fire Prevention staff, currently residing at 441 Beaumont Avenue, will relocate to the new Dalton Avenue Fire Administration facility later this year.
- The City has no alternative use for this property, located off East 7th Street next to Independence Boulevard.
- The Charlotte-Mecklenburg Planning Committee approved a mandatory referral in favor of the sale of the property for institutional or multi-family residential use.
- An appraisal for the property established the fair market value at \$850,000.
- The property was listed for sale in the commercial listing services and a "For Sale" sign was posted on the property. Letters were also sent to brokers and developers who have previously expressed interest in this property.
- All parties were given the same opportunity to make the highest initial offer. Carolina Capital Investment Partners, LLC presented the highest offer while agreeing to conform to current zoning or to the recommendations of the Elizabeth Area Plan.
- The Fire Prevention staff will remain at their current location until the new Fire Administration facility is completed. Sale of the property will occur approximately thirty days after the City receives a "Certificate of Occupancy" for the new Fire Administration Facility.
- If the City Council approves this action, Carolina Capital Investment Partners' offer will be advertised for upset bid.
 - If there are higher bids, staff will present the highest final bid to the City Council for approval.
 - If there is no upset bid, staff will proceed to sell the property to Carolina Capital Investment Partners.
- The Planning Committee of the Charlotte-Mecklenburg Planning Commission recommends approval of the proposed sale as either multi-family development or institutional use consistent with the Fire Prevention Bureau's current use.

Background

- On June 30, 2014, a write-up was included in the Council-Manager Memo and letters were sent to surrounding property owners and neighborhood leaders communicating the City intentions to sell the property.
- The City-owned property is zoned B-1.

- In addition to business uses, B-1 zoning also permits multi-family residential development with a density of up to 22 units per acre.
- Should the owner want to change the zoning, the Elizabeth Area Plan recommends the property to be used as a low-impact institutional use consistent with the Fire Prevention Bureau current use or, alternatively, multi-family with a density of not more than 12 dwelling units per acre.
- A higher residential density may be appropriate if a secondary access to East Seventh Street can be established.
- Proceeds from the sale of the property are intended to go to the Community Investment Plan, in the PAYGO fund account.

Attachment 19

[Map](#)

[Council-Manager Memo on June 30, 2014](#)

[Resolution](#)

42. Property Transactions

Action: Approve the following property transaction(s) (A-C) and adopt the condemnation resolution(s) (D-E).

- 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
 - Leaving 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 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 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.

Acquisitions

- A.** **Project:** Aviation Master Plan
Owner(s): Charles H. Tyndall & Gladys W. Tyndall
Property Address: 9409 Dorcas Lane
Total Parcel Area: 1.25 acres
Property to be acquired in Fee: 1.25 acres in Fee Simple
Property to be acquired by Easements: N/A
Structures/Improvements to be impacted: Single-family Residence
Landscaping to be impacted: Trees and Shrubs
Zoned: R-3
Use: Single-family Residential
Tax Code: 141-261-61
Purchase Price: \$174,000
Council District: N/A – Unincorporated
- B.** **Project:** Lyon Court Storm Drainage Improvement Project, Parcel #155
Owner(s): Madison Cyphers and Jason Romanyshyn
Property Address: 1905 Tippah Avenue
Total Parcel Area: 9,750 sq. ft. (0.224 ac.)
Property to be acquired by Easements: 1,663 sq. ft. (.038 ac.) in Storm Drainage Easement, plus 1,019 sq. ft. (.023 ac.) in Temporary Construction Easement
Structures/Improvements to be impacted: Fencing and pedestrian bridge
Landscaping to be impacted: Trees
Zoned: R-5
Use: Single-family Residential
Tax Code: 095-069-15
Purchase Price: \$12,050
Council District: 1
- C.** **Project:** Prosperity Village Northwest Arc B, Parcel #12.84
Owner(s): Amanda Olvera Vazquez
Property Address: 7253 Nada Park Circle Lot 24
Total Parcel Area: None
Structures/Improvements to be impacted: Mobile Home
Landscaping to be impacted: None
Zoned: R-3
Use: Mobile Home Park
Tax Code: 027-561-08A
Purchase Price: \$31,700
Council District: 4

Condemnations

- D.** **Project:** Briar Creek Relief Sewer Phase III, Parcel #103
Owner(s): Clarence Carithers and Glenda Y. Carithers and any other parties of interest
Property Address: 5633 Barrington Drive
Total Parcel Area: 17,836 sq. ft. (0.4095 ac.)
Property to be acquired by Easements: 4,213 sq. ft. (.097 ac.) in Sanitary Sewer Easement, plus 5,477 sq. ft. (.126 ac.) in Temporary Construction Easement
Structures/Improvements to be impacted: None
Landscaping to be impacted: Trees
Zoned: R-4
Use: Single-family Residential
Tax Code: 097-051-35
Appraised Value: \$12,375
Property Owner's Counteroffer: None
Outstanding Concerns: This parcel is being submitted for condemnation due to inability to obtain clear title.
Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which negotiation can continue, mediation is available and if necessary, just compensation can be determined by the court.
Council District: 5
- E.** **Project:** Remount Sidewalk West Boulevard-Railroad, Parcel #4
Owner(s): Fountain Hill Apartments LLC and any other parties of interest
Property Address: 1701 Remount Road
Total Parcel Area: 49,368 sq. ft. (1.133 ac.)
Property to be acquired by Easements: 1,165 sq. ft. (.027 ac.) in Sidewalk and Utility Easement, plus 8,044 sq. ft. (.185 ac.) in Temporary Construction Easement
Structures/Improvements to be impacted: None
Landscaping to be impacted: None
Zoned: R-22 MF
Use: Multi-Family
Tax Code: 117-023-07
Appraised Value: \$7,400
Property Owner's Counteroffer: None
Property Owner's Concerns: Property owner is concerned with the design of the driveway, retaining wall and post construction appearance of his property.
City's Response to Property Owner's Concerns: Staff has offered owner multiple design options.
Outstanding Concerns: Property owner still has same concerns as above.
Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which negotiation can continue, mediation is available and if necessary, just compensation can be determined by the court.
Council District: 3

43. Reference – Charlotte Business INClusion Policy



The following excerpts from the City's SBO Policy are intended to provide further explanation for those agenda items which reference the SBO Policy in the business meeting agenda.

Part A: Administration & Enforcement

Appendix Section 18: Contract: For the purposes of establishing an SBE 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, 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).
- Contracts do not include agreements or purchase orders for the purchase or lease of apparatus, supplies, goods, or equipment.
- The term "Contract" shall also include Exempt Contracts for which an SBE 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 SBO Program Policy.

Appendix Section 23: Exempt Contracts: Contracts that fall within one or more of the following categories shall be "Exempt Contracts" for the purposes of establishing an SBE subcontracting goal, unless the Department responsible for procuring the Contract decides otherwise:

23.1. Informal Contracts. Informal Contracts shall be Exempt Contracts. (See Appendix Section 29 for a definition of Informal Contracts)

23.2. 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.

23.3. 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.

23.4. Real Estate Leasing and Acquisition Contracts: Contracts for the acquisition or lease of real estate shall be Exempt Contracts.

23.5. 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.

23.6. 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.

23.7. 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.

23.8. Interlocal Agreements: Contracts with other units of federal, state, or local government shall be Exempt Contracts.

23.9. Contracts for Legal Services: Contracts for legal services shall be Exempt Contracts, unless otherwise indicated by the City Attorney.

23.10. 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).

23.11. 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 29: 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:

29.1. Construction Contracts Less Than or Equal To \$200,000: Contracts for construction or repair work that are estimated to require a total expenditure of City funds less than or equal to \$200,000.

29.2. Service Contracts That Are Less Than or Equal To \$100,000: Service Contracts that are estimated to require a total expenditure of City funds 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 SBE Goal, each Bidder must either: (a) meet the SBE 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 2.4: No SBE Goal When There Are No SBE Subcontracting Opportunities.

The City shall not establish an SBE Goal for Construction Contracts where there are no SBEs certified to perform the scopes of work that the City regards as realistic opportunities for subcontracting.

Part C: Services Procurement

Part C: Section 2.2: When the City Solicitation Documents for a Service Contract do not contain an SBE Goal, each Proposer must negotiate in good faith with each SBE that responds to the Proposer's solicitations and each SBE 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 2.4: No SBE Goal When There Are No SBE Subcontracting Opportunities.

The City shall not establish an SBE Goal for Service Contracts where there are no SBEs 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 SBE subcontracting opportunity, the City shall either:

- Notify the Contractor that there will be no Supplemental SBE Goal for the new work; or
- Establish and notify the Contractor of a Supplemental SBE Goal for the new work.

44. 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.



Mecklenburg County Medical Society

Mecklenburg County Medical Society

Resolution

Community Water Fluoridation

WHEREAS, dental caries is a devastating disease inflicting pain, infection, difficulty chewing, poor nutrition, crooked teeth, school absenteeism, academic underachievement and poor self-esteem; and

WHEREAS, treatment of dental caries is costly, involving multiple fillings, extractions, and expensive bridgework; and

WHEREAS, the adjustment of fluoride--a naturally occurring element in water--to the optimal concentration of 0.7 parts per million in community water has been shown to decrease the occurrence of dental caries by up to 40% in communities where it is utilized¹; and

WHEREAS, fluoride in drinking water at the optimal level is safe and effective, with no controlled, scientifically valid studies substantiating any harm to those who drink it²; and

WHEREAS, the City of Charlotte became the first jurisdiction in the United States to fluoridate the community water supply in 1949, benefitting its citizens for 65 uninterrupted years³; and

WHEREAS, anti-fluoride groups across the country have used claims based on unscientific "research" and scare tactics to influence elected officials to remove fluoride from community water; and

WHEREAS, every dollar spent in fluoridation of the water supply saves \$38 in treatment of dental caries⁴; and

WHEREAS, fluoridation of community water benefits all who use it, regardless of income, socioeconomic status, or race; and

WHEREAS, fluoridation of community water is endorsed by the U.S. Public Health Service, the American Medical Association, the American Dental Association, the World Health Organization, the International Association for Dental Research, the American Water Works Association, and the North Carolina Division of Public Health⁵; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) has identified community water fluoridation as one of the top ten great public health achievements of the 20th century⁶;

THEREFORE BE IT RESOLVED that the Mecklenburg County Medical Society affirms the importance of continued fluoridation of the City of Charlotte water supply at the recommended level; and

BE IT FURTHER RESOLVED that the Mecklenburg County Medical Society encourages other community water system operators in Mecklenburg County to fluoridate water at the recommended level; and

BE IT FURTHER RESOLVED that the Mecklenburg County Medical Society advocate with appropriate elected officials and policy makers for this important intervention that reduces disease and enhances wellness.

¹ *MMWR*, August 17, 2001; **50**(RR14); 1-42.

² National Research Council. *Fluoride in Drinking Water: A Scientific Review of EPA's Standards*. Washington, DC: The National Academies Press, 2006.

³ NC DHHS, Division of Public Health, Oral Health Section.

⁴ U.S. Centers for Disease Control & Prevention.

⁵ U.S. Centers for Disease Control & Prevention.

⁶ *MMWR*, October 22, 1999; **48**(41); 933-940.

Sandi Buchanan, Executive Director

Mecklenburg County Medical Society

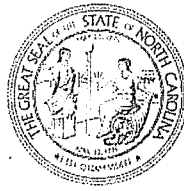
Per Board of Director Approval



Signature

6-11-14

Date



North Carolina Department of Health and Human Services

Pat McCrory
Governor

Aldona Z. Wos, M.D.
Ambassador (Ret.)
Secretary DHHS

Robin Gary Cummings, M.D.
Deputy Secretary for Health Services
Acting State Health Director

Community Fluoridation Position Statement from the Office of the State Health Director April 2014

The safety of fluoridating community water has been studied for almost seventy years – more thoroughly than any other public health measure. Not only has the practice been repeatedly confirmed as safe, it is touted as being the most cost-effective preventive measure that can be taken to reduce tooth decay in people of all ages. A broad range of dental and non-dental health organizations support fluoridation (see www.ilikemyteeth.org/fluoridation/health-experts-on-fluoride/), including the, N.C. Department of Health and Human Services' Division of Public Health.

North Carolina has supported the fluoridation of drinking water for at least sixty-five years. Charlotte began fluoridating its water supply in 1949, and at that time, was the largest water system in the world to adjust fluoride to the recommended optimal level. North Carolina has continued to be a leader in this area and, as recent figures show, 87 percent of the residents in our state accessing water from a community water system receive the benefits of drinking fluoridated water.

As the size of the population receiving fluoridated water has grown, our statewide dental surveys have documented dramatic improvements in the dental health of our citizens. At the same time, dental products with fluoride – such as toothpaste, mouth rinses, prescription fluoride supplements, and professionally applied fluoride products – have grown as well. Because of this, the U.S. Department of Health and Human Services (HHS) and other public health agencies understand that it is now possible to slightly lower the level of fluoride in water and still maintain the health benefits associated with fluoridating water supplies. For this reason, HHS has proposed changing the recommended level for community water systems to 0.7 milligrams per liter, down from the current maximum of 1.2 milligrams per liter.

While it is clear that the amount of fluoridation in community water supplies can be reduced, research also shows that the practice of fluoridating water supplies should continue. Completely eliminating fluoride from our water supplies would dramatically affect the dental health of our state residents. Community water fluoridation is credited with reducing tooth decay by as much as 25 percent – and that is over and above the effects of fluoridated products such as toothpaste and mouth rinse. Based on this information, it is easy to see that eliminating established fluoridation programs would impose substantial costs upon our health and our communities.

www.ncdhhs.gov

Tel 919-855-4100 • Fax 919-733-6608

Location: 1985 Umstead Drive • Kirby Building • Raleigh, NC 27603
Mailing Address: 2501 Mail Service Center • Raleigh, NC 27699-2501

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Additional information about fluoridation can be found at the following websites.

- The Campaign for Dental Health: www.ilikemyteeth.org/
- The Center for Fluoride Research Analysis: www.fluoridescience.org/
- The American Dental Association (fluoridation): www.ada.org/fluoride.aspx
- CDC Community Water Fluoridation: www.cdc.gov/fluoridation/
- Oral Health in America, A Report of the Surgeon General:
www.nidcr.nih.gov/DataStatistics/SurgeonGeneral/sgf/
- N.C. Oral Health Section: www.ncdhhs.gov/dph/oralhealth/

Staff in the N.C. Division of Public Health, Oral Health Section, routinely monitors fluoridation literature to remain current on the issue. For additional information, please contact Dr. Robert Leddy, Acting Section Chief, at 919-707-5480 or Robert.Leddy@dhhs.nc.gov.

Sincerely,



Robin Gary Cummings, M.D.
Acting State Health Director

Community Water Fluoridation and Intelligence: Prospective Study in New Zealand

Jonathan M. Broadbent, PhD, W. Murray Thomson, BSc, PhD, Sandhya Ramrakha, PhD, Terrie E. Moffitt, PhD, Jiaxu Zeng, PhD, Lyndie A. Foster Page, BSc, PhD, and Richie Poulton, PhD

Community water fluoridation (CWF) is a cost-effective,^{1,2} safe,³ and environmentally friendly⁴ means of reducing dental caries rates³ and social inequalities.⁵ However, CWF has recently been criticized as a cause of IQ deficits among children,⁶ despite a lack of evidence to support that claim. This claim was considered pivotal in the recent rejection of CWF by voters in Portland, Oregon,⁷ and by local government politicians in Hamilton, New Zealand. It is likely that such claims may continue to be lobbied against CWF worldwide.

Since the 1960s, about half of New Zealand's population has had access to CWF. Nationally, average fluoride intakes remain below the adequate intake level for dental caries protection, and CWF schemes are only 1 (albeit important) source of exposure to fluoride.⁸ The New Zealand Ministry of Health supports CWF in policy, but implementation of that policy is decided upon and undertaken by Territorial Local Authorities (local government) mandated⁹ to supply water services to people in their areas (and improve the health of their populations).

Hamilton city (New Zealand's fifth-largest metropolitan area) has had CWF since 1966 and has recently become a target for CWF opponents. Despite a binding 2006 referendum that showed 70% support for CWF among voting Hamiltonians,¹⁰ Hamilton's City Council chose to relitigate CWF and held a tribunal on fluoridation in early 2013. The councilors voted to cease CWF, leading to an outcry from members of the public and health officials. A new referendum was then held (accompanying a local government election), which again showed 70% support for CWF among voting Hamiltonians.¹¹ The Hamilton City Council elected to await the outcome of a High Court ruling on a challenge to the legality of CWF in another New Zealand city (New Plymouth) before reinstating CWF. Following the release of the ruling in favor of CWF, the Hamilton City Council reversed their previous decision,

Objectives. This study aimed to clarify the relationship between community water fluoridation (CWF) and IQ.

Methods. We conducted a prospective study of a general population sample of those born in Dunedin, New Zealand, between April 1, 1972, and March 30, 1973 (95.4% retention of cohort after 38 years of prospective follow-up). Residence in a CWF area, use of fluoride dentifrice and intake of 0.5-milligram fluoride tablets were assessed in early life (prior to age 5 years); we assessed IQ repeatedly between ages 7 to 13 years and at age 38 years.

Results. No significant differences in IQ because of fluoride exposure were noted. These findings held after adjusting for potential confounding variables, including sex, socioeconomic status, breastfeeding, and birth weight (as well as educational attainment for adult IQ outcomes).

Conclusions. These findings do not support the assertion that fluoride in the context of CWF programs is neurotoxic. Associations between very high fluoride exposure and low IQ reported in previous studies may have been affected by confounding, particularly by urban or rural status. (*Am J Public Health*. Published online ahead of print May 15, 2014; e1–e5. doi:10.2105/AJPH.2013.301857)

and voted in February 2014 to reintroduce CWF to Hamilton in April 2014.

In the tribunal submissions and hearings, CWF opponents relied heavily on 2 studies as the basis for linking CWF with IQ deficits. The first was a 2006 review article in which fluoride was included in a list of “compounds known to cause neurotoxicity in man”^{12(p2169)}; however, the text of the same article stated that this had been inconclusive.^{12(p2173)} The second study was a 2012 meta-analysis that compiled the findings of studies from China and Iran, which related IQ and naturally occurring fluoride in water and other sources of exposure, but none were in the context of CWF. The meta-analysis conceded that the included studies were of low quality and that potential confounders were not investigated.¹³ Furthermore, the fluoride levels in the water sources for the high fluoride and low IQ groups had very high and variable fluoride levels. In a majority of the studies that considered fluoride in water, the reference groups had exposure to water with similar or even greater fluoride levels than those used in CWF programs. Selective readings of the meta-analysis generated enough misinformation that

a press release issued by the authors in September 2012 had to emphasize the fact that their research was irrelevant to CWF.¹⁴

The EU Scientific Committee on Health and Environmental Risks has reported on these fluoride–IQ studies and found them to be of simplistic methodological design with no (or at best little) control for confounders such as nutrition, exposure to iodine or lead, or socioeconomic status.¹⁵ A New Zealand review also considered many of the same studies and found them to be of low quality and with a high risk of bias.¹⁶

Despite these problems, several public anti-CWF submissions that were made to the Hamilton City Council Fluoridation Tribunal cited these studies; for example, one submission stated “recent research findings show that fluoride can be toxic to children's brain development”¹⁷; another stated “The decrease in average IQ results in a significant drop in the number of geniuses in society and an equally disproportionate increase in the number of mentally handicapped people”¹⁸; yet another stated “fluoride is a known neurotoxin” and suggested a relationship with fictional World War II “mental numbing” experiments.¹⁹ These statements

were presented as valid evidence at the Hamilton Water Fluoridation Tribunal, illustrating that these assertions continue to be cited extensively as conclusive proof that CWF causes IQ deficits, despite irrelevance of that work to CWF, and other limitations.

Recently, the authors of the first review have repeated the claim that children exposed to fluoride experience “IQ deficits,”²⁰ based on the meta-analysis.¹³ They also assert that “confounding from other substances seemed unlikely in most of these studies.”^{20(p332)} This is in spite of concerns about confounding from other environmental exposures, a lack of consideration of the comparability of sizes of villages and other village characteristics such as proximity to school facilities, nature of local industry, and lack of relevance of the studies included in the meta-analysis to the use of CWF or fluoride toothpastes.

A prospective, longitudinal investigation of the association between early life exposure to artificially fluoridated water and IQ in childhood and in adulthood could redress many of the limitations of the studies included in the meta-analysis mentioned previously. It is also important that such studies should also investigate the relationship of fluoride in water with reasoning ability, problem solving, and memory, not just IQ.¹⁶ Genetic effects can influence IQ,²⁰ but because environmental factors are more likely to cause variation in mental development in the early years than at older ages,²¹ this study focuses upon early life exposure to fluoride during the first 5 years of life—a critical period in mental development.

We sought to test the hypothesis that spending childhood in an area with CWF is associated with lower IQ in childhood and adulthood. We hypothesized that any observed difference might be explained by confounding.

METHODS

Participants were members of the Dunedin Multidisciplinary Health and Development Study, a longitudinal investigation of the health and behavior of a complete birth cohort of consecutive births between April 1, 1972, and March 31, 1973, in Dunedin, New Zealand. The cohort of 1037 children (91% of eligible births; 52% boys) was constituted at age 3 years. Cohort families represent the full range of socioeconomic status (SES) in the general population of New Zealand’s South Island and are primarily

of white European ancestry. We conducted follow-up assessments with informed consent at 5, 7, 9, 11, 13, 15, 18, 21, 26, 32, and most recently at 38 years of age, when 95.4% of the 1007 living study members underwent assessment in 2010 to 2012. Because individuals with missing data at one wave tend to return to the study at some later wave(s), the attrition in the Dunedin Study has not been cumulative, and reasons for missing assessments seem to be idiosyncratic rather than systematic.

Variables and Data Sources and Measurement

Preschool fluoride exposure was used in these analyses because this is when brain development is rapid and vulnerable, and thereafter the IQ is known to be relatively stable. Studies of twins indicate that environmental effects on IQ are greatest in the early years, and genetic effects are least during that period.²² Thus, we report history of use of 0.5-milligram fluoride tablets (response options: ever, never) and use of fluoridated toothpaste (response options: always, sometimes, never, unknown) by age 5 years, according to parental interviews (n = 922). At that time, virtually all study members still resided in the Dunedin metropolitan area. Most suburbs of Dunedin have had CWF since 1967, but certain suburbs remain unfluoridated. We report residence in an area with or without CWF (0.85 ppm and 0.0–0.3 ppm fluoride, respectively) coded from residential address data to age 5 years (n = 922), or to age 3 years (n = 103) where residence data from age 5 years were unavailable (area of residence for 2 study members could not be coded at either age).

We assessed childhood IQ for each study member at ages 7, 9, 11, and 13 years by means of the Wechsler Adult Intelligence Scale-Revised (WISC-R).²³ The IQs determined at these 4 ages were averaged into 1 measure and standardized. Adult IQ was individually assessed at age 38 years by means of the Wechsler Adult Intelligence Scale—Fourth Edition (WAIS-IV).²⁴ Both the WISC-R and the WAIS-IV tests comprise a series of subtests that yield indices standardized to population norms (mean = 100; SD = 15). Tests were administered in the morning by trained psychometrists who were blind to the study members’ previous IQ data. In addition, examiners were unaware

of the CWF status of participants’ area of residence.

Many factors affect IQ, and studies investigating fluoride exposure and IQ must consider potential confounders.¹⁶ Variables considered as prior causes common to both low IQ and adult mental disorders were included as confounders in our models, as done in previous research.²⁵

Childhood measures included SES, birth weight, and breastfeeding. SES was based on parental occupation (and the educational level and income associated with that occupation in the New Zealand census)²⁶ and categorized into 3 groups. Low birth weight was defined as birth weight below 2.50 kilograms. Breastfeeding was defined as breastfeeding for 4 weeks or more.

Confounders for adult IQ included those previously cited, together with education achievements. Education achievements were defined as no school qualifications, school certificate, high school graduation, or university degree by age 38 years.

Data analysis

We used General Linear Models to assess the association between CWF and IQ in childhood and adulthood, after adjusting for potential confounders. All statistical analyses were conducted in Intercooled Stata 10.0 (StataCorp LP, College Station, TX). The models were fitted using the built-in *glm* function of Stata. Model assumptions were assessed by the residual diagnostics via various plots of residuals.

RESULTS

Data on IQ were available for 992 and 942 study members in childhood and adulthood, respectively. Sex was not significantly associated with IQ. Associations of childhood SES ($F = 83.94$; $n = 987$; $P < .001$), breastfeeding ($F = 51.23$; $n = 990$; $P < .001$) and low birth weight ($F = 5.14$; $n = 992$; $P = .024$) with childhood IQ were statistically significant. Association of educational attainment ($F = 123.44$; $n = 924$; $P < .001$) with adult IQ was also statistically significant.

In childhood, no statistically significant difference in IQ existed between participants who had or had not resided in areas with CWF, used fluoride toothpaste, or used fluoride tablets, both before (Table 1) and after (Table 2) adjusting for potential confounding variables. An interaction term for breastfeeding and CWF status was considered, but was excluded from the model

because it did not improve the model fit. Breastfeeding was associated with higher child IQ irrespective of residence in CWF areas (Table 3). Mean IQ subscale scores for verbal comprehension, perceptual reasoning, working memory, and processing speed did not significantly differ by exposure to CWF, use of fluoride toothpaste, or fluoride tablet consumption (Table 4).

DISCUSSION

The findings do not support the assertion that fluoride exposure in the context of CWF can affect neurologic development or IQ. Study members who lived in areas with CWF before age 5 years had slightly higher IQs (on average) in adulthood than those who had not, but this difference was nonsignificant.

Strengths and Limitations

This study has numerous strengths, including the robust IQ measures used, the presence of prospective data on use of fluoride tablets and fluoridated toothpaste, and the ability to link each child's address with historical administrative records of CWF. A limitation is that we did not ask how much water study members drank. Individual water-intake level was not directly measured, meaning that the CWF exposure variable is an ecological one. Other sources of fluoride are also important in assessment of total intake. Prior to age 5 years, water intake is thought to account for less than half of total fluoride intake among children.⁸ Dietary fluoride was not considered, although we did consider exposure to fluoride from dentifrices and fluoride tablets. Virtually all study members were living in the Dunedin metropolitan area up to age 5 years, so in this study we found it unnecessary to control for confounding by differences in IQ associated with urban or rural area of residence. However, suburbs with CWF were mostly located in central Dunedin, and those without CWF were satellite suburbs.

An important oversight in past studies of exposure to naturally occurring water fluoride by IQ is the fact that the average IQ of rural dwellers is often lower than that of those who dwell in urban areas.^{27,28} In New Zealand, natural levels of fluoride in water are generally less than 0.2 parts per million, and in areas with CWF, fluoride levels in the water are artificially adjusted upwards to the 0.7 to 1.0 parts per million range. Conversely, in many parts of

TABLE 1—Mean Weschler IQ Scores in Childhood and Adulthood by Sources of Fluoride Exposure: Dunedin Multidisciplinary Health and Development Study; Dunedin, New Zealand; 1972–2012

Variable	IQ at Age 7–13 Years			IQ at Age 38 Years		
	Mean (SD)	No.	P	Mean (SD)	No.	P
Area of residence (age 5 y)			.92			.184
CWF area	100.0 (13.5)	891		100.2 (14.2)	847	
Never lived in CWF area	99.8 (13.0)	99		98.1 (13.5)	93	
Unknown		2			2	
Fluoride toothpaste (age 5 y)			.52			.996
Always	100.2 (13.4)	634		100.0 (14.1)	608	
Sometimes	98.7 (12.4)	240		98.8 (14.2)	217	
Never	100.2 (18.4)	22		101.1 (10.8)	20	
Unknown	101.8 (15.0)	96			97	
Fluoride tablets (age 5 y)			.849			.988
Yes	100.2 (13.5)	139		100.0 (14.5)	136	
No	99.7 (13.2)	763		99.7 (14.0)	715	
Unknown		90			91	
IQ known	100.0 (14.4)	992		100.0 (14.1)	942	

Note. CWF = community water fluoridation. At age 13 years, 1032 study members were living; at age 38 years, 1007 study members were living.

China, fluoride levels in water are naturally high (and variable), and in many areas with treatment facilities, fluoride levels are artificially adjusted downward. The urban and rural distribution of high and low fluoride areas is likely to be opposite in countries with naturally high levels of fluoride that are artificially reduced by water treatment plants when compared with countries that have naturally low levels which add fluoride through CWF programs. Investigation of the villages compared in the studies reviewed by Choi et al. reveals marked differences in their size and apparent affluence (while many included such little detail that it is not possible to identify from the text where the studies were actually conducted). Water improvement plants are also likely to remove lead from drinking water, and areas with such facilities are more likely to be urban or affluent. It is likely that differences in IQ observed may be attributable to urban–rural or socioeconomic differences, or removal of lead from drinking water.

Causation

A previous report noted that a plausible biological link for an association between fluoridated water and IQ has not been established¹⁵; no plausible biological mechanism exists. However, we suggest that any observed

link may be attributed to covariance by urban–rural status (and exposure to lead, in some past studies). Because more education opportunities may be available for central city dwellers than those in satellite suburbs, this might explain the slightly higher IQ at age 38 years observed among those from areas with CWF. The urban–rural distribution of high and low fluoride areas in New Zealand runs counter to China and other countries that have high levels of natural fluoride. Regional differences in IQ are more likely related to urban–rural effects than to CWF status.

Breastfed children are known to have higher IQs than formula-fed babies, and previous research has indicated that genetic variations in fatty acid metabolic pathways may be responsible for variation in the effect of breastfeeding on IQ.²⁹ The relative fluoride content of breast milk and formula is unlikely to have any effect on IQ outcomes. In New Zealand, infant formulas are manufactured without added fluoride, so the fluoride in formula would be sourced from water. We found that children who had been breastfed had higher IQs than those who were not breastfed (bottle-fed), regardless of the exposure of either group to CWF.

The Flynn Effect³⁰ is relevant but has not been considered by the previous studies, including the recent *Lancet Neurology* article.²⁰

TABLE 2—Unstandardized Parameter Estimates From General Linear Models of Childhood and Adulthood IQ: Dunedin Multidisciplinary Health and Development Study; Dunedin, New Zealand; 1972–2012

	IQ at Age 7–13 Years (n = 983)		IQ at Age 38 Years (n = 929)	
	b (95% CI)	P	b (95% CI)	P
Unadjusted estimates				
Area of residence in childhood				
Area with CWF	0.15 (–2.83, 3.14)	.92	2.20 (–1.04, 5.44)	.184
Area without CWF	Ref		Ref	
Fluoride toothpaste in childhood				
Always	0.61 (–1.25, 2.47)	.52	0.01 (–2.02, 2.03)	.996
Sometimes/never/unknown	Ref		Ref	
Fluoride tablets in childhood				
Yes	0.25 (–2.32, 2.83)	.849	–0.02 (–2.78, 2.73)	.988
No/unknown	Ref		Ref	
Adjusted estimates^a				
Area of residence in childhood				
Area with CWF	–0.01 (–3.22, 3.20)	.996	2.98 (–0.03, 6.00)	.053
Area without CWF	Ref		Ref	
Fluoride toothpaste in childhood				
Always	0.70 (–1.03, 2.43)	.428	0.22 (–1.41, 1.84)	.795
Sometimes/never/unknown	Ref		Ref	
Fluoride tablets in childhood				
Yes	1.55 (–0.38, 3.49)	.116	1.57 (–1.05, 4.12)	.24
No/unknown	Ref		Ref	

Note. CI = confidence interval; CWF = community water fluoridation.

^aAdjusted estimates for childhood IQ by CWF and other fluoride exposures controlled for sex, socioeconomic status in childhood, low birth weight, and breastfeeding. Analyses for adult IQ by CWF also controlled for educational achievements.

Based on Grandjean's previous collaboration with Choi,¹³ Grandjean and Landrigan claimed that children exposed to fluoride experience "an average IQ decrement of about seven points."^{20(p332)} If this claim were accurate, then major decrements in IQ in countries that have adopted CWF would be expected, as well as in the many countries where use of fluoride

toothpastes is widespread (note that children up to age 5 years often ingest substantial quantities of fluoride during toothbrushing if given excessive quantities of toothpaste or not properly supervised during brushing).^{31,32} No dramatic historical decreases in IQ have been seen following widespread implementation of CWF or worldwide introduction of fluoride

TABLE 3—Age 7–13 IQ by Breastfeeding and Fluoridation Status: Dunedin Multidisciplinary Health and Development Study; Dunedin, New Zealand; 1972–2012

Status	Areas With CWF			Areas Without CWF		
	Mean (SD)	No.	P	Mean (SD)	No.	P
Breastfeeding			< .001			.049
Not breastfed	97.0 (13.8)	460		97.5 (14.2)	45	
Breastfed	103.2 (12.5)	429		101.8 (11.8)	54	
Overall	100.0 (13.5)	889		99.8 (13.9)	99	

Note. CWF = community water fluoridation.

toothpastes; instead, historical comparisons have documented substantial IQ gains across countries since the mid-1900s.^{22,30,33}

Relevance to the International Context

The participants of the Dunedin Study cohort are reasonably similar in their characteristics to populations in the European and North American context.³⁴ Where implemented in New Zealand, CWF is set at 0.7 to 1.0 parts per million fluoride, which is similar to the level of used in other countries that use CWF (e.g., United States and Australia at 0.7–1.2 ppm). The findings of this study are therefore likely to be generalizable to similar populations.

Implications

Substantive research and quality data are required for addressing important public health issues. In New Zealand, it has been recommended that New Zealand government departments should employ a designated research-literate staff expert to interpret science for the benefit of politicians,³⁵ and our study suggests that local government organizations could benefit from the same. **Scientists and policy makers should be reminded of the necessity of caution in attributing causality when evidence for it does not exist.** ■

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This article was accepted December 20, 2013.

Contributors

All authors contributed to writing, critical review, and final approval of this article. J. M. Broadbent contributed to literature search, research design, data collection, data analysis, and data interpretation. W. M. Thomson contributed to literature search, research design, and data analysis. J. Zeng contributed to data analysis and interpretation. L. A. Foster Page contributed to literature

TABLE 4—IQ Subtest Scores by Fluoride Exposure: Dunedin Multidisciplinary Health and Development Study; Dunedin, New Zealand; 1972–2012

Exposure	Verbal Comprehension Index		Perceptual Reasoning Index		Working Memory Index		Processing Speed Index	
	Mean (SD)	P	Mean (SD)	P	Mean (SD)	P	Mean (SD)	P
Area of residence in childhood		.257		.089		.061		.237
Area with CWF	100.1 (17.2)		100.2 (12.6)		100.3 (14.8)		100.1 (12.7)	
Area without CWF	98.9 (16.5)		98.2 (13.5)		97.8 (14.8)		99.1 (13.4)	
Fluoride toothpaste in childhood		.485		.522		.695		.433
Always	100.0 (16.6)		100.0 (13.6)		99.8 (14.9)		100.1 (13.4)	
Sometimes/never/unknown	100.0 (16.6)		100.0 (13.2)		100.3 (14.6)		99.9 (13.2)	
Fluoride tablets in childhood		.707		.432		.672		.256
Yes	99.3 (16.3)		100.2 (14.0)		99.5 (15.4)		100.7 (13.8)	
No/unknown	100.1 (16.6)		100.0 (13.3)		100.1 (14.7)		99.9 (13.2)	

Note. CWF = community water fluoridation.

search and data interpretation. S. Ramrakha, T. E. Moffitt, and R. Poulton contributed to literature search, research design, data collection, data management and interpretation.

Acknowledgments

This work was supported by the New Zealand Department of Education, the New Zealand Department of Health, the New Zealand National Children's Health Research Foundation, US National Institute of Dental and Craniofacial Research Grant R01 DE-015260-01A1, UK Medical Research Council Grant MR/K00381X/1, US National Institute on Aging Grant AG032282, and a programme grant from the Health Research Council of New Zealand. The Dunedin Multidisciplinary Health and Development Research Unit is supported by the Health Research Council of New Zealand.

We are indebted to previous researchers for collecting the early life data reported here, and to Study founder, Phil Silva. The Dunedin Study would not be possible but for the ongoing participation of the Study members, their families and friends.

Human Participant Protection

The Otago Ethics Committee approved each wave of the study. At each wave, the study protocols were described and study members gave informed consent before participating. Study members were physically examined, interviewed, and completed self-report questionnaires as appropriate.

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March 22, 2013

Dr. Myron Allukian, Jr.
Immediate Past President, American Association for Community Dental Programs
Associate Clinical Professor, Harvard School of Dental Medicine
Via email: myalluk@aol.com

Dear Dr. Allukian:

As Deans of Harvard Medical School, Harvard School of Dental Medicine and the Harvard School of Public Health, we continue to support community water fluoridation as an effective and safe public health measure for people of all ages.

Numerous reputable studies over the years have consistently demonstrated that community water fluoridation is safe, effective, and practical. Fluoridation has made an enormous impact on improving the oral health of the American people.

Our country is fortunate to have over 204 million Americans living in fluoridated communities and having access to the health and economic benefits of this vital public health measure.

Sincerely,

Jeffrey S. Flier, MD
Dean of the Faculty of Medicine
Caroline Shields Walker Professor of Medicine
Harvard Medical School

R. Bruce Donoff, DMD, MD
Dean and Walter C. Guralnick Distinguished Professor of Oral and Maxillofacial Surgery
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THE LANCET Neurology

The Lancet Neurology, [Volume 13, Issue 7](#), Pages 647 - 648, July 2014

doi:10.1016/S1474-4422(14)70119-X

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Neurodevelopmental toxicity: still more questions than answers

[Julianna Gelinas](#) , [Myron Allukian](#) 

The American Association for Community Dental Programs' primary goal is to support the efforts of those serving the oral health needs of vulnerable populations at the community level. In view of our commitment to preventing oral diseases and improving access to services for the public, we read with interest Grandjean and Landrigan's Review on neurobehavioral effects of developmental toxicity.¹

In their Review, Grandjean and Landrigan claim that fluoride might cause neurodevelopmental harm, a claim based on only one paper,² of which Grandjean is a coauthor. The study methodology contains several flaws that undermine its credibility and calls into question its applicability to the community water fluoridation programme in the USA.

The study² is a meta-analysis of 27 cross-sectional studies done in poor, rural communities in China, Mongolia, and Iran, countries where the drinking water contains high levels of naturally occurring fluoride. The 27 original studies did not adequately control for a variety of intervening and confounding variables that could have affected intelligence quotient (IQ) scores, such as parents' education and socioeconomic status and air and water pollution. It is unfortunate that Grandjean and Landrigan did not mention these limitations.

Additionally, they did not clearly state that the reference groups in their article² use water fluoridated at about the recommended level. Thus, another interpretation of their analysis could be that communities fluoridated at the recommended level have a higher IQ.

No credible scientific studies show a relation between fluoride consumption and IQ levels; however, several have shown that fluoride ingested at recommended levels is not harmful. Grandjean and Landrigan did not acknowledge the animal study³ that showed no evidence of a neurotoxic effect of fluoride, even at levels up to 230 times the recommended concentration; an earlier study showing that fluoride causes no harm to children;⁴ two formal reviews that delineate weaknesses in the Chinese fluoride and IQ studies;^{5, 6} and the conclusion by one of these sets of investigators⁶ that biological plausibility for a link between fluoridated water and IQ has not been established.

Unfortunately, Grandjean and Landrigan's Review has been aggressively and improperly used by antifluoridationists to frighten the public about the effects of fluoridation, a well-established public health measure that has been shown to be cost-effective and safe. As a result, the public's oral health, especially that of the most vulnerable people, is put in jeopardy.

As advocates for better oral health and for serving the public's best interest, we are pleased that *The Lancet Neurology* is providing a forum for credible experts and organisations to reaffirm the safety and cost-effectiveness of fluoridation—a proven public health measure.

A statement from Grandjean and Landrigan clearly stating that their addition of fluoride to their list of neurotoxins does not apply to fluoridation at the recommended levels of 0.7–1.2 ppm would clarify our concerns on the misuse and misinterpretation of their paper.

We declare no competing interests.

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- [a](#) American Association for Community Dental Programs, Nelson Pavilion, Philadelphia, PA 19134, USA

MYTHS & FACTS

Responses to common anti-fluoride claims

For more information, go to ILikeMyTeeth.org

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
Fluoride occurs naturally in water, though rarely at the optimal level to protect teeth.	<i>"Fluoride doesn't belong in drinking water."</i>	<ul style="list-style-type: none">• It's already there. Fluoride exists naturally in virtually all water supplies and even in various brands of bottled water. If the people making this statement truly believed it, they would no longer drink water or grape juice — or eat shellfish, meat, cheese or other foods that contain trace levels of fluoride.• What's at issue is the amount of fluoride in water. There are proven benefits for public health that come from having the optimal level of fluoride in the water — just enough to protect our teeth. In 2011, federal health officials offered a new recommended optimal level for water fluoridation: 0.7 parts per million. That's our goal: getting just enough to help all of us keep our teeth longer.
Numerous scientific studies and reviews have recognized fluoride as an important nutrient for strong healthy teeth.	<i>"Adding fluoride is like forcing people to take medication"</i>	<ul style="list-style-type: none">• Fluoride is not a medication. It is a mineral, and when present at the right level, fluoride in drinking water has two beneficial effects: preventing tooth decay and contributing to healthy bones.• U.S. court decisions have rejected the argument that fluoride is a "medication" that should not be allowed in water. The American Journal of Public Health summarized one of these rulings, noting that "fluoride is not a medication, but rather a nutrient found naturally in some areas but deficient in others."• There are several examples of how everyday products are fortified to enhance the health of Americans — iodine is added to salt, folic acid is added to breads and cereals, and Vitamin D is added to milk.
Fluoridation is one of the most cost-effective health strategies ever devised.	<i>"Our city council can save money by ending fluoridation of our water system."</i>	<ul style="list-style-type: none">• A community that stops fluoridating or never starts this process will find that local residents end up spending <i>more</i> money on decay-related dental problems. Evidence shows that for most cities, every \$1 invested in fluoridation saves \$38 in unnecessary treatment costs.• A Texas study confirmed that the state saved \$24 per child, per year in Medicaid expenditures because of the cavities that were prevented by drinking fluoridated water.• A Colorado study showed that water fluoridation saved the state nearly \$149 million by avoiding unnecessary treatment costs. The study found that the average savings were roughly \$61 per person.

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Fluoridation is a public health measure where a modest community-wide investment benefits everyone.</p>	<p><i>"Fluoridation is a 'freedom of choice' issue. People should choose when or if they have fluoride in their water."</i></p>	<ul style="list-style-type: none"> • Fluoride exists naturally in virtually all water supplies, so it isn't a question of choosing to get fluoride. The only question is whether people receive the optimal level that's documented to prevent tooth decay. • It is completely unrealistic to make water fluoridation a person-by-person or household-by-household choice. The cost efficiency comes from a public water system fluoridating its entire supply. • Maintaining an optimal amount of fluoride in water is based on the principle that decisions about public health should be based on what is healthy for the entire community, not based on a handful of individuals whose extreme fears are not backed by the scientific evidence. • Fluoridation is not a local issue. Every taxpayer in a state pays the price for the dental problems that result from tooth decay. A New York study found that Medicaid enrollees in counties where fluoridation was rare needed 33% more fillings, root canals, and extractions than those in counties where fluoridated water was much more prevalent.
<p>Fluoridated water is the best way to protect everyone's teeth from decay.</p>	<p><i>"We already can get fluoride in toothpaste, so we don't need it in our drinking water."</i></p>	<ul style="list-style-type: none"> • The benefits from water fluoridation build on those from fluoride in toothpaste. Studies conducted in communities that fluoridated water in the years after fluoride toothpastes were common have shown a lower rate of tooth decay than communities without fluoridated water. • The CDC reviewed this question in January 2011. After looking at all the ways we might get fluoride — including fluoride toothpaste — the CDC recommended that communities fluoridate water at 0.7 parts per million. Any less than that puts the health of our teeth at risk. • Fluoride toothpaste alone is insufficient, which is why pediatricians and dentists often prescribe fluoride tablets to children living in non-fluoridated areas.
<p>Very high fluoride concentrations can lead to a condition called fluorosis. Nearly all fluorosis in the U.S. is mild. This condition does not cause pain, and does not affect the health or function of the teeth.</p>	<p><i>"Fluoridation causes fluorosis, and fluorosis can make teeth brown and pitted."</i></p> <p style="text-align: center;">and</p> <p><i>"One-third of all children now have dental fluorosis."</i></p>	<ul style="list-style-type: none"> • Nearly all cases of fluorosis are mild — faint, white specks on teeth — that are usually so subtle that only a dentist will notice this condition. Mild fluorosis does not cause pain, and it does not affect the health or function of the teeth. • The pictures of dark pitted teeth that anti-fluoride opponents circulate show <i>severe</i> cases of fluorosis, a condition that is almost unheard of in the U.S. Many of these photos are from India, and the reason is <i>natural</i> fluoride levels over there that are dramatically higher than the level used in the U.S. to fluoridate public water systems. Common sense shows how misleading these photos are. Think about it: Do one-third of the children's teeth you see look brown and pitted? No, they don't. • In 2011, the CDC proposed a new level for fluoridation — 0.7 parts per million — that is expected to reduce the likelihood of fluorosis while continuing to protect teeth from decay.

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Getting enough fluoride in childhood will determine the strength of our teeth over our entire lifetime.</p>	<p><i>"Fluoride is especially toxic for small children."</i></p>	<ul style="list-style-type: none"> • According to the American Academy of Pediatrics optimal exposure to fluoride is important to infants and children. The use of fluoride for the prevention and control of cavities is documented to be both safe and effective. • Medical experts disagree with opponents' "toxic" claim. In fact, the American Academy of Family Physicians recommends that parents consider using dietary fluoride supplements for children at risk of tooth decay from ages 6 months through age 16 if their water isn't fluoridated. • Children who drink fluoridated water as their teeth grow will have stronger, more decay resistant teeth over their lifetime. A 2010 study confirmed that the fluoridated water consumed as a young child makes the loss of teeth (due to decay) less likely 40 or 50 years later when that child is a middle-aged adult.
<p>Children who swallow toothpaste are at increased risk of mild fluorosis.</p>	<p><i>"There's a warning label on fluoride toothpaste that tells you to 'keep out of reach of children', so fluoride in water must also be a danger."</i></p>	<ul style="list-style-type: none"> • The warning label simply reflects the fact that toothpaste contains roughly 1,000 times as much fluoride per milligram as fluoridated water. Even so, the American Dental Association (ADA) believes the warning label on toothpaste exaggerates the potential for negative health effects from swallowing toothpaste. The ADA has stated that "a child could not absorb enough fluoride from toothpaste to cause a serious problem" and noted that fluoride toothpaste has an "excellent safety record." • Many vitamin labels have similar statements: "Keep out of reach of children." That's because almost anything has the potential for negative health effects if it's left in the hands of unsupervised, young children.
<p>Fluoridated water is safe for babies and young children.</p>	<p><i>"Fluoridated water isn't safe to use for babies."</i></p>	<ul style="list-style-type: none"> • The evidence does not support what anti-fluoride groups say. The American Dental Association concludes that "it is safe to use fluoridated water to mix infant formula" and encourages parents to discuss any questions they may have with their dentists and pediatricians. • Although using fluoridated water to prepare infant formula might increase the chance that a child develops dental fluorosis, nearly all instances of fluorosis are a mild, cosmetic condition. Fluorosis nearly always appears as very faint white streaks on teeth. The effect is usually so subtle that only a dentist would notice it during an examination. Mild fluorosis does not cause pain, nor does it affect the function or health of the teeth. • A 2010 study examined the issue of fluorosis and infant formula, and reached the conclusion that "no general recommendations to avoid use of fluoridated water in reconstituting infant formula are warranted." The researchers examined the condition's impact on children and concluded that "the effect of mild fluorosis was not adverse and could even be favorable."

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Although Americans' teeth are healthier than they were several decades ago, many people still suffer from decay — and the overall impact it has on their lives.</p>	<p><i>"Tooth decay is no longer a problem in the United States."</i></p>	<ul style="list-style-type: none"> • Tooth decay is the most common chronic health problem affecting children in the U.S. It is five times more common than asthma. Tooth decay causes problems that often last long into adulthood — affecting kids' ability to sleep, speak, learn and grow into happy and healthy adults. • California children missed 874,000 school days in 2007 due to toothaches or other dental problems. A study of seven Minneapolis-St. Paul hospitals showed that patients made over 10,000 trips to the emergency room because of dental health issues, costing more than \$4.7 million. • Poor dental health worsens a person's future job prospects. A 2008 study showed that people who are missing front teeth are viewed as less intelligent and less desirable by employers. • In a 2008 study of the armed forces, 52% of new recruits were categorized as Class 3 in "dental readiness" — meaning they had oral health problems that needed urgent attention and would delay overseas deployment.
<p>Leading health and medical organizations agree: fluoridated water is both safe and effective.</p>	<p><i>"Fluoridation causes cancer and other serious health problems."</i></p>	<ul style="list-style-type: none"> • The American Academy of Family Physicians, the Institute of Medicine and many other respected authorities endorse water fluoridation as safe. The Centers for Disease Control and Prevention reports that "panels of experts from different health and scientific fields have provided strong evidence that water fluoridation is safe and effective." • More than 3,200 studies or reports had been published on the subject of fluoridation. Even after all of this research, the best that anti-fluoride groups can do is to claim that fluoride <i>could</i> cause or <i>may</i> cause one harm or another. They can't go beyond speculating because the evidence simply doesn't back up their fears. • The cancer claim is part of a pattern. According to the American Council on Science and Health, "Historically, anti-fluoride activists have claimed, with no evidence, that fluoridation causes everything from cancer to mental disease." • A 2011 Harvard study found no link between fluoride and bone cancer. This study reviewed hundreds of bone samples, and the study's design was approved by the National Cancer Institute. The study is significant because the National Research Council reported that <i>if</i> there were any type of cancer that fluoride might possibly be linked to, it would probably be bone cancer (because fluoride is drawn to bones). The fact that this Harvard study found no link to bone cancer strengthens confidence that fluoride is unlikely to cause any form of cancer. • Opponents usually cite a 2006 study when they raise the cancer issue, but they omit the fact that the author of this study called it "an exploratory analysis." Instead of measuring the actual fluoride level in bone, this 2006 study relied on estimates of fluoride exposures that could not be confirmed, which undermines the reliability of the data.

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Dozens of studies and more than 60 years of experience have repeatedly shown that fluoridation reduces tooth decay.</p>	<p><i>"Fluoridation doesn't reduce tooth decay."</i></p>	<ul style="list-style-type: none"> • An independent panel of 15 experts from the fields of science and public health reviewed numerous studies and concluded that fluoridation reduces tooth decay by 29%. • An analysis of two similarly sized, adjacent communities in Arkansas showed that residents without access to fluoridated water had twice as many cavities as those with access to fluoridated water. • In New York, Medicaid recipients in less fluoridated counties required 33% more treatments for tooth decay than those in counties where fluoridated water was prevalent. • The benefits of fluoridation are long-lasting. A recent study found young children who consumed fluoridated water were still benefiting from this as adults in their 40s or 50s. • The Centers for Disease Control and Prevention recognizes fluoridation's effectiveness in preventing tooth decay and cited fluoridated drinking water as one of the "10 great public health achievements of the 20th century." • The European Archives of Pediatric Dentistry published an analysis of 59 studies that concluded that "water fluoridation is effective at reducing [decay] in children and adults."
<p>Millions of people living in Europe are receiving the benefits of fluoride.</p>	<p><i>"European countries have rejected fluoridation, so why should we fluoridate water?"</i></p>	<ul style="list-style-type: none"> • Europe has used a variety of programs to provide fluoride's benefits to the public. Water fluoridation is one of these programs. Fluoridated water reaches 12 million Europeans, mostly residents of Great Britain, Ireland and Spain. Fluoridated milk programs reach millions of additional Europeans, mostly in Eastern Europe. • Salt fluoridation is the most widely used approach in Europe. In fact, at least 70 million Europeans consume fluoridated salt, and this method of fluoridation reaches most of the population in Germany and Switzerland. These two countries have among the lowest rates of tooth decay in all of Europe. • Italy has not tried to create a national system of water fluoridation, but the main reasons are cultural and geological. First, many Italians regularly drink bottled water. Second, a number of areas in Italy have water supplies with natural fluoride levels that <i>already</i> reach the optimal level that prevents decay. • Technical challenges are a major reason why fluoridated water isn't widespread in Europe. In France and Switzerland, for example, water fluoridation is logistically difficult because of the terrain and because there are tens of thousands of separate sources for drinking water. This is why Western Europe relies more on salt fluoridation, fluoride rinse programs and other means to get fluoride to the public.

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Community water fluoridation is proven to reduce decay, but it isn't the only factor that affects the rate of tooth decay.</p>	<p><i>"There are states with a high rate of water fluoridation that have higher decay rates than states where water fluoridation is less common."</i></p>	<ul style="list-style-type: none"> • Water fluoridation plays a critical role in decay prevention, but other factors also influence decay rates. Researchers often call these factors as "confounding factors." Someone who ignores confounding factors is violating a key scientific principle. A person's income level is a confounding factor in tooth decay because low-income Americans are more at risk for decay than upper-income people. This makes sense because income status shapes how often a person visits a dentist, their diet and nutrition, and other factors. • Comparing different states based solely on fluoridation rates ignores key income differences. For example, West Virginia and Connecticut reach roughly the same percentage of their residents with fluoridated water — 91 percent and 90 percent, respectively. Yet the percentage of West Virginians living below the poverty line is nearly double the percentage of those living in Connecticut. West Virginians are also more likely to get their drinking water from wells, which are not fluoridated to the optimal level. • It's misleading to compare states without considering other, confounding factors. A much more reliable approach is to compare residents of the <i>same</i> state who share similar traits, such as income levels. A 2010 study of New York counties did just this and found that people living in areas with fluoridated water needed fewer fillings and other corrective dental treatments.
<p>Community water fluoridation is the most cost-effective way to protect oral health.</p>	<p><i>"There are better ways of delivering fluoride than adding it to water."</i></p>	<ul style="list-style-type: none"> • A 2003 study of fluoridation in Colorado concluded that "even in the current situation of widespread use of fluoride toothpaste," water fluoridation "remains effective and cost saving" at preventing cavities. • Studies conducted in communities that fluoridated water in the years after fluoride toothpastes were widely used have shown a lower rate of tooth decay than communities without fluoridated water. • The co-author of a 2010 study stated that research confirms the "the most effective source of fluoride to be water fluoridation." • Water fluoridation is inexpensive to maintain and saves money down the road. The typical cost of fluoridating a local water system is between 40 cents and \$2.70 per person, per year — less than the cost of medium-sized latte from Starbucks. • For low-income individuals who are at higher risk of dental problems, fluoride rinses are a costly expense, which is why these products are not the "easy" answer that opponents of fluoridation claim they are.

THE TRUTH	OPPONENT'S CLAIM	THE FACTS
<p>Water fluoridation has been one of the most thoroughly studied subjects, and the evidence shows it is safe and effective.</p>	<p><i>"The National Research Council's 2006 report said that fluoride can have harmful effects."</i></p>	<ul style="list-style-type: none"> • The NRC raised the possibility of health concerns about areas of the U.S. where the <i>natural</i> fluoride levels in well water or aquifers are unusually high. These natural fluoride levels are two to four times higher than the level used to fluoridate public water systems. • The National Research Council itself explained that its report was <u>not</u> an evaluation of the safety of water fluoridation. • The Centers for Disease Control and Prevention reviewed the NRC report and stated, "The report addresses the safety of high levels of fluoride in water that occur naturally, and does not question the use of lower levels of fluoride to prevent tooth decay."
<p>Anti-fluoride groups cite many "studies" that were poorly designed, gathered unreliable data, and were not peer-reviewed by independent scientists.</p>	<p><i>"Studies show that fluoride is linked to lower IQ scores in children."</i></p>	<ul style="list-style-type: none"> • The foreign studies that anti-fluoride activists cite involved fluoride levels that were at least double or triple the level used to fluoridate drinking water in the U.S. It is irresponsible to claim these studies have any real meaning for our situation in the U.S. • British researchers who evaluated these studies from China and other countries found "basic errors." These researchers pointed out that the lower IQs could be traced to other factors, such as arsenic exposure, the burning of high-fluoride coal inside homes and the eating of contaminated grain.
<p>Much of the fluoride used to fluoridate public water systems is extracted from phosphate rock.</p>	<p><i>"Fluoride is a by-product from the phosphate fertilizer industry."</i></p>	<ul style="list-style-type: none"> • Much of the fluoride used to fluoridate water is extracted from phosphate rock, and so is phosphoric acid—an ingredient in Coke and Pepsi. After fluoride is extracted from phosphate rock, much of that rock is later used to create fertilizers that will enrich soil. Opponents use this message a lot, maybe because they want to create the false impression that fluoride comes from fertilizer. • Corn produces several useful by-products, including corn oil, cornstarch and corn syrup. Fluoride is one example of many by-products that help to improve the quality of life or health.

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AMENDMENT TO ARENA USE AND OPERATING AGREEMENT

This AMENDMENT TO ARENA USE AND OPERATING AGREEMENT dated as of September __, 2014 (the “Amendment”), is entered into by, between and among, **THE CITY OF CHARLOTTE**, a North Carolina municipal corporation (the “City”), **THE CHARLOTTE REGIONAL VISITORS AUTHORITY** (formerly “The Auditorium-Coliseum-Convention Center Authority”), a political subdivision of the City of Charlotte, North Carolina (the “Authority”), and **CHARLOTTE ARENA OPERATIONS, LLC** (formerly “RLJ Arena Operations, LLC”). The City, the Authority and the Operator are referred to herein collectively as the “Parties” and individually as a “Party.”

STATEMENT OF PURPOSE

The City, the Authority and the Operator are parties to that certain Arena Use and Operating Agreement dated January 13, 2003, under which the Operator agreed to manage and operate various aspects of Time Warner Cable Arena on behalf of the Authority and to assume responsibility for funding any deficits from Arena operations (the “Operating Agreement”). The City, the Authority, the Operator, the Hornets Basketball, LLC (the “Team”), Hornets Basketball Holdings, LLC (“Holdings”) and Compass Group USA, Inc. (“Compass”) are parties to that certain Food and Beverage Agreement dated November 9, 2004, under which Compass agreed to provide food and beverage products and services at Time Warner Cable Arena (the “Food and Beverage Agreement”). The Parties now desire to amend the Operating Agreement to increase the capital contributions made by the Operator and the City for repairs and improvements at the Arena, and to set forth their agreement as to how such additional capital contributions will be applied.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Unless otherwise defined in this Amendment, capitalized terms shall have the meanings assigned to such terms in the Operating Agreement.
2. **Acknowledgement of Commencement Date Under the Operating Agreement.** The Parties agree that the Commencement Date as defined in the Operating Agreement occurred on October 21, 2005.
3. **Amendment to Section 5.1 of the Operating Agreement.** The Operating Agreement is amended by deleting the last sentence of Section 5.1 and replacing it with the following:

For purposes hereof, the “Capital Amount” shall initially be Two Hundred Fifty Thousand Dollars (\$250,000), and shall increase by five percent (5%) per year compounded annually, up to a maximum of Five Hundred Thousand Dollars (\$500,000), not counting the “Additional Capital Payment” as defined herein. In addition to and without limiting the forgoing, for the ten year period beginning on the first Business Day of January 2015 and ending on the last Business Day of December 2024, the Capital Amount shall be increased by an additional Six Hundred Thousand Dollars (\$600,000)

over and above the amount calculated in accordance with the preceding sentence (the “Additional Capital Payment”). The Additional Capital Payment shall be made at the same time as and shall be considered part of the Capital Amount for all purposes of this Agreement.

The Parties acknowledge that pursuant to the above-referenced amendment, both the City and the Operator will each be paying an additional Six Hundred Thousand Dollars (\$600,000) into the Capital Fund Account each year for the ten year period beginning on the first Business Day of January 2015 and ending on the last Business Day of December 2024, provided that the Operator’s first payment will be satisfied as stated in Section 4.

4. **Satisfaction of Operator’s Additional Capital Payment for January 2015.** Notwithstanding Section 3 of this Amendment, the Parties acknowledge and agree that the Operator desires to make improvements to the home team locker room at the Arena prior to the start of the 2014/2015 NBA Season, including, without limitation, improvements to the millwork, furnishings, flooring, lighting, paint, electronics and lockers (the “Home Team Locker Room Improvements”). The City agrees that the Operator may perform and pay for the Home Team Locker Room Improvements directly, without going through the City, and that the Operator shall be entitled to deduct the direct, third party costs incurred in performing the Home Team Locker Room Improvements (the “Home Team Locker Room Payments”) from the \$600,000 Additional Capital Payment due to the City on the first Business Day of January 2015, provided that the Operator shall provide the City with written documentation to verify the Home Team Locker Room Payments. In the event the cost of the Home Team Locker Room Improvements exceeds Six Hundred Thousand Dollars (\$600,000), the Operator shall be responsible for the difference.
5. **Amendment to Section 5.2 of the Operating Agreement.** The Operating Agreement is amended by revising the second to last sentence of Section 5.2 to read as follows.

Accordingly, unless the provisions of Section 5.1.1 shall apply or the Operator shall default in its payment of the Capital Amount, the City shall make an aggregate deposit of Five Hundred Thousand Dollars (\$500,000) into Capital Fund Account on the first Business Day of January 2007.

The Parties acknowledge that this sentence was included by way of example and that the part of the sentence that was deleted above (“and on the first Business Day of each January thereafter during the Operating Period”) was an inadvertent addition to the end of the sentence in the original Agreement.

6. **Facility Improvements.** The City shall undertake the Arena capital projects and repairs set forth on Exhibit A, which is attached to this Amendment and incorporated herein by reference (the “Facility Improvements”). The Facility Improvements shall be performed in accordance with the schedule and budget set forth in Exhibit A, provided that the amount budgeted per year under Exhibit A and the items on which it may be spent may be modified by written consent of the City Manager of the City, the Chief Executive Officer of the Authority and the President of the Operator based on actual prices quoted and other factors as long as the overall payments by the City do not increase or accelerate. The Facility

Improvements shall be deemed “alterations, improvements, changes and additions made to or with respect to the Facility” in accordance with Section 8.1.8 of the Operating Agreement.

- 7. Funding of Facility Improvements.** The Facility Improvements shall be funded by: (a) the Additional Capital Payments of the Operator from January 2015 through January 2018, which payments total \$2,400,000 (the “Operator Contribution”); and (b) the following additional capital contributions that shall be made by the City during the fiscal years indicated below as needed for the Facility Improvements (collectively, the “City’s Additional Capital Contribution”):

FY 2015:	\$2,450,000
FY 2016:	\$5,500,000
FY 2017:	\$5,860,000
FY 2018:	\$11,450,000
FY 2019:	<u>\$2,240,000</u>
Total:	\$27,500,000

The City shall make the City’s Additional Capital Contribution by paying directly for expenditures on the Facility Improvements as such expenses are incurred during each of the fiscal years indicated above. The City’s fiscal years run from July 1 to June 30, with FY 2015 having begun on July 1, 2014. The expenses paid by the City’s Additional Capital Contribution shall constitute Capital Expenses under the Operating Agreement.

The sum of the Operator Contribution and the City’s Additional Capital Contribution for each fiscal year shall constitute the “Facility Improvement Budget” for that fiscal year. In the event the cost of the Facility Improvements for a given fiscal year is less than the Facility Improvement Budget for such year, the excess funds shall carry over into the Facility Improvement Budget for the following year, and any unapplied funds in the Facility Improvement Budget as of July 1, 2019 shall be deposited by the City into the Capital Fund Account.

In the event the cost of the Facility Improvements for a given fiscal year exceeds the Facility Improvement Budget for such year, or in the event the overall cost of the Facility Improvements exceeds the overall Facility Improvement Budget for all five fiscal years listed above: (i) the City shall not be liable for such deficiency; and (ii) the Parties shall work in good faith to value engineer or reduce expenditures for the other Facility Improvements so as to avoid exceeding the Facility Improvement Budget for such year. Notwithstanding anything contained herein, and excluding payment of the Operator Contribution, the City shall not be required to spend more on the Facility Improvements in a given fiscal year than the City’s Additional Capital Contribution for such fiscal year as set forth above. The City shall not be obligated to apply the Capital Fund Account to the Facility Improvements, except for the Operator’s Contribution for FY 2015 through 2018.

Subject to written agreement of the City Manager of the City, the Chief Executive Officer of the Authority and the President of the Operator, if the Operator desires that certain Facility Improvements be performed ahead of the agreed upon schedule (the “Expedited Facility Improvements”), the Operator may elect to advance funds to the City to allow such

Expedited Facility Improvements to be performed ahead of schedule (the “Improvements Advance”). In such event, the City shall reimburse the Operator for the Improvements Advance in the amounts and under the time frame that the Expedited Facility Improvements were originally scheduled to be paid for under Exhibit A (which schedule shall be set forth in the written agreement), provided that such reimbursement shall not exceed the amount of the Improvement Advance or the amount budgeted for such Expedited Facility Improvements in Exhibit A for any one year.

8. **Capital Budget and Capital Fund Account.** Excluding expenditures for Facility Improvements prior to January 1, 2015, the Capital Plan and Capital Budget for each of the five years beginning January 1, 2015 shall include the Facility Improvements and the Facility Improvements Budget in accordance with the schedule set forth in Exhibit A. Notwithstanding inclusion of the Facility Improvements in the Capital Plan and Capital Budget, the Facility Improvements shall be funded only from the City’s Additional Capital Contribution and the Operator Contribution as provided in Section 7 of this Amendment.

The Parties consent to the Capital Fund Account being spent on the Facility Improvements, up to the amount of the Operator Contribution. The Parties further agree that until September 15, 2021, the City and the Authority shall not be required to undertake any Capital Improvements or Known Capital Repairs that are not included within Exhibit A; and shall not be required to exceed the Facility Improvements Budget for the Facility Improvements that are listed in Exhibit A. As used in this Section, Known Capital Repairs means Capital Repairs that: (a) meet the criteria for a Capital Repair prior to the Effective Date of this Agreement; (b) the Operator was aware of the need for prior to the Effective Date of this Agreement; (c) do not involve replacing or repairing an item that Operator is completely or substantially prevented from using for its intended purpose; and (d) will, when considered with other Capital Repairs included in the five year Capital Budget, cause the Capital Fund Account to be exceeded for any year. Notwithstanding the forgoing, the Parties shall by September 15, 2019 begin planning and budgeting to determine which if any Capital Improvements and Known Capital Repairs will be undertaken after September 15, 2021. The Parties agree that Exhibit A was extensively negotiated, and that the Parties’ agreement to include any item as part of the Facility Improvements shall not be deemed a precedent with respect to any future City obligation to perform Capital Repairs or Capital Improvements under the Operating Agreement or the Food & Beverage Agreement, regardless of what the column headings on Exhibit A may state.

9. **Execution in Counterparts.** This Amendment may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one Amendment. All signatures need not be on the same counterpart. Except as expressly set forth herein, this Amendment shall not be deemed to alter any of the Parties’ rights or obligations under the Operating Agreement in any respect. The City’s agreement to provide the Facility Improvements shall not be deemed a precedent with respect to any future City obligation to perform Capital Repairs or Capital Improvements relating under the Operating Agreement

10. Governing Law. This Amendment shall be governed by, construed and enforced in accordance with the laws of the state of North Carolina, without reference to the conflicts or choice of law principles thereof.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

CITY OF CHARLOTTE:

By: _____
Ron. C. Carlee, City Manager

[Signature Pages Continue]

**THE CHARLOTTE REGIONAL
VISITORS AUTHORITY**

By: _____
Name: Tom Murray
Title: Chief Executive Officer

[Signature Pages Continue]

CHARLOTTE ARENA OPERATIONS, LLC

By: _____

Name: Fred Whitfield

Title: President and Chief Operating Officer

[Signature Pages Continue]

COMPASS GROUP USA, INC., a Delaware corporation (“Compass”), **HORNETS BASKETBALL, LLC** (the “Team”) and **HORNETS BASKETBALL HOLDINGS, LLC** (“Holdings”) (collectively the “**F&B Parties**”) join in the execution of this Facility Improvement Agreement for the sole purpose of agreeing that: (a) the City shall spend the amount set forth in Exhibit A for the Facility Improvements listed under “Levy (food service) Submissions (the “F&B Improvements”); and (b) except for expenditures on the F&B Improvements up to the amount set forth in Exhibit A, the City shall have no obligation for any Food and Beverage related Capital Improvements or any “Known Food and Beverage Capital Repairs prior to September 15, 2021.” As used in this Section, Known Food and Beverage Capital Repairs means Food and Beverage Capital Repairs that: (a) meet the criteria for a Food and Beverage Capital Repair under Section 20.2 of the Food and Beverage Agreement prior to the Effective Date of this Agreement; (b) one or more of the F&B Parties were aware of the need for prior to the Effective Date of this Agreement; and (c) do not involve replacing or repairing an item that Compass or the Operator is completely or substantially prevented from using for its intended purpose. Notwithstanding the forgoing, the Parties shall by September 15, 2019 begin planning and budgeting to determine which if any Food and Beverage Related Capital Improvements and Known Food and Beverage Capital Repairs will be undertaken after September 15, 2021. The F&B Parties acknowledge that the City’s willingness to undertake the F&B Improvements is contingent on the F&B Parties agreeing to this stipulation. Except as specifically stated above, this Amendment shall not be deemed to alter the Parties or the F&B Parties’ rights or obligations under the Food and Beverage Agreement in any respect. The F&B Parties agree that Exhibit A was extensively negotiated, and that the City’s agreement to perform the F&B Improvements shall not be deemed a precedent with respect to any future City obligation to perform Food and Beverage Capital Repairs or Food and Beverage Related Capital Improvements under the Food and Beverage Agreement or the Operating Agreement, regardless of what the column headings on Exhibit A may state.

COMPASS GROUP USA, INC

By: _____

Name: _____

Title: _____

[Signature Pages Continue]

HORNETS BASKETBALL HOLDINGS, LLC

By: _____

Name: Fred Whitfield

Title: President and Chief Operating Officer

HORNETS BASKETBALL, LLC

By: _____

Name: Fred Whitfield

Title: President and Chief Operating Officer

Exhibit A

Time Warner Cable Arena Capital Projects & Repairs

	Fiscal Year					Lease Agreement Metric			Line Total
	FY 15	FY 16	FY 17	FY 18	FY19	NBA Standard	>50% - Capital Improvement	Capital Repairs/Upgrades	
<u>CRVA Ops Submissions</u>									
Branch Repairs - Domestic Water (175 locations)	\$200,000							x	\$200,000
Pipe Insulation Repairs - Mechanical System (5200 LF)		\$500,000		\$500,000				x	\$1,000,000
Energy Improvements - Engineering & Design	\$300,000							x	\$300,000
Energy Improvements		\$100,000	\$400,000	\$600,000				x	\$1,100,000
Exterior Façade - Repairs & Cleaning		\$100,000	\$200,000	\$200,000	\$400,000			x	\$900,000
Exterior Pavers - Re-level & Repair				\$200,000				x	\$200,000
Replace Deteriorated Roof Sections	\$300,000							x	\$300,000
<u>Hornet's Submissions</u>									
Event Level Primary Restaurant - Update Finishes	\$275,000	\$300,000						x	\$575,000
Visitors Locker Room Ph II - Renovate 4 Rooms	\$50,000			\$300,000		x		x	\$350,000
Founders Level Restaurant	\$25,000	\$100,000	\$1,000,000	\$1,000,000				x	\$2,125,000
Arena Ticket Center Relocation		\$200,000	\$600,000	\$600,000				x	\$1,400,000
Press Room Refurbishment (3 rooms) - Paint, Carpet, Countertops				\$250,000				x	\$250,000
Event Production Rooms Refurbishment	\$50,000		\$50,000					x	\$100,000
Secondary Tenant/Event Locker Room Alterations		\$75,000	\$100,000					x	\$175,000
Additional Lower Level Seats, Access to Restaurant	\$75,000	\$350,000	\$350,000			x	x	x	\$775,000
Restroom Refurbishment and Repairs (Main & Upper)	\$100,000	\$500,000	\$500,000	\$500,000	\$500,000			x	\$2,100,000
Flooring Repairs (Event, Main, & Upper Levels)	\$200,000	\$500,000	\$500,000	\$500,000	\$500,000			x	\$2,200,000
Scoring & Video Digital Equipment Update		\$400,000	\$1,000,000	\$6,300,000		x	x	x	\$7,700,000
HD Broadcast Infrastructure	\$200,000	\$1,300,000				x	x	x	\$1,500,000
TV Monitors	\$275,000	\$275,000						x	\$550,000
Main Bowl Lighting			\$260,000					x	\$260,000
IT Infrastructure			\$220,000		\$340,000			x	\$560,000
									\$0
Contingency	\$150,000	\$500,000	\$500,000	\$500,000	\$500,000				\$2,150,000
									\$0
									\$0
<u>Levy (food service) Submissions</u>									
Beverage Lines, Refrigeration, Concessions Equipment	\$250,000	\$300,000	\$180,000					x	\$730,000
									\$0
	\$2,450,000	\$5,500,000	\$5,860,000	\$11,450,000	\$2,240,000				
									\$27,500,000
									\$27,500,000
<u>Funded from Hornets first 4 years of CAPEX Contribution</u>									
Suite Refurbishment - FF&E, Wall Finishes, Cabinets		\$600,000	\$600,000	\$600,000					\$1,800,000
Hornets Locker Room Refurbishment Ph I	\$600,000								\$600,000
					\$2,400,000				\$2,400,000

Arena Upgrade Report

Charlotte City Council

August 25, 2014



Time Warner Cable Arena (TWCA)

- 1 of 28 cities to be home to an NBA team
- Source of pride and entertainment for both local residents and out of town visitors
- Contribution to a high quality of life, which attracts business investment/development/jobs/people
- National and international exposure when hosting events in TWCA (i.e. Democratic National Convention)

Time Warner Cable Arena

...is full of activity

- Charlotte Hornets NBA Games
- Charlotte Checkers AHL Games
- CIAA Basketball Tournament
- Other College Basketball Games
- Non-Sport Live Entertainment
- 154 Events in 2013

Total Economic Impact for 2013 was \$263.16M

From Arena Related Out-of-Town Visitor Spending and Hornets Organization Impact (does not count displaced local spending)

Total Economic Impact	
Employment	2,558
Total Output	\$263.16 million
Tax Revenues (Federal, State & Local)	\$38.82 million

Current Arena Operating Agreement

- Agreement signed in 2003, Arena opened on October 23, 2005 (Rolling Stones Concert)
- Agreement runs for 25 years (through the 2029-2030 NBA Season) City owns the Arena, Hornets operate the Arena, CRVA performs “back of house” functions
- Injunctive relief clause or declining balance liquidated damages in effect if Hornets try to leave (tether in place through separate agreement)

Current Arena Operating Agreement

- Operating agreement has prescribed criteria governing repairs to the Arena
- Operating agreement allows Hornets and CRVA to request improvements after seven years of operation, with prescribed criteria, and it requires the City to make the improvements if the criteria are met
- Operating agreement also includes a Pay-As-You-Go Capital Fund for annual small capital needs

Pay-As-You-Go Capital Fund

- City and Hornets pay equally into the Fund
- Contributions started at \$250k each in Year One and increase by 5% per year up to a maximum of \$500K
- Current contribution is \$364,000 per year each (\$728,000 total)
- Hornets also have spent/leveraged an additional \$6.685M in improvements benefitting the Arena over the last 8 years

ARENA UPGRADES/IMPROVEMENTS FUNDED BY BSE OR THROUGH PARTNERSHIPS

Distributed Antenna System

- NBA standards require all arenas to provide cellular service in the locker room area and all common areas
- BSE partnered with a vendor that installed a DAS system to support all major carriers
- **Out-of-pocket costs to upgrade would have been approx. \$4.5M**

Wi-Fi Upgrade

- Initial arena Wi-Fi system had become outdated and had performance issues
- BSE partnered with Time Warner Cable to install a high-density Wi-Fi system
- **Out-of-pocket costs to upgrade would have been \$450,000**

Digital Cable System Upgrade

- With advances to digital cable TV, BSE had to upgrade all wiring to support HD signal throughout arena
- **Rewiring cost \$250,000**

Arena Phone System Upgrade

- To increase capacity and improve performance, BSE upgraded the arena phone system that supports 1,300 phones throughout the building, covering all tenants and events
- **Phone system upgrade cost \$175,000**

IT Infrastructure Upgrade

- Due to increased requirements of streaming video by several concerts, family shows, college basketball tournaments and the NBA, BSE was required to upgrade IT infrastructure to send and receive a gigabit of data
- **IT infrastructure upgrade cost \$1,100,000**

Digital Menu Boards

- Replaced static menu boards at all concession stands so Levy could offer more food options during events and to enable mass messaging during life/safety situations
- **Digital menu board upgrade cost \$210,000**

By funding these upgrades either out-of-pocket or through partnerships, BSE saved the city from paying for them. The total cost of these projects was \$6,685,000.

Current Agreement Terms Regarding Repairs and Improvements

- The City is required to make repairs and improvements to keep the Arena operational and current per the following:
 - Changes required by applicable law
 - Changes required by NBA standards
 - Capital repairs necessitated by damage, destruction, defects, ordinary wear and tear, obsolescence or similar causes
 - After seven years, capital improvements where more than 50% of NBA arenas now have incorporated this capital addition
- The Arena is now entering its ninth year of operation

Arena Improvements Amended Request Summary

March 3, 2014 Original Submissions By CRVA and Hornets Over 5 Years	
CRVA	\$7,840,001
Hornets	34,075,309
Subtotal	\$41,915,310
Add:	
Multiple Restroom Refurbishments (originally a \$1 placeholder)	2,099,999
Levy Restaurant Request	3,870,000
Total Updated Request Over 5 Years	\$47,885,309

TWCA CAPITAL PROJECTS & REPAIRS

CRVA Ops Submissions	FY-15				FY-16				FY-17				FY-18				FY-19				Total
	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	
College Court	\$100,000																				\$100,000
Aisle Lighting	\$80,000																				\$80,000
LED Lighting	\$45,000				\$45,000				\$45,000								\$45,000				\$225,000
Spot Lights (Portable)					\$90,000																\$90,000
Upper Bowl Scrub & Seal	\$50,000																				\$50,000
Pad-Chairs/Stools/Officials-FFE	\$120,000				\$85,000																\$350,000
Zamboni					\$110,000				\$75,000								\$35,000				\$50,000
Security Equipment / Life Safety	\$65,000				\$65,000				\$90,000								\$90,000				\$110,000
Branch Repairs*	\$300,000				\$50,000				\$50,000												\$350,000
Test & Balancing Air/Water	\$100,000				\$50,000																\$400,000
Re-Commissioning	\$100,000				\$50,000																\$150,000
MEP/Engineering/Energy Design Sys	\$200,000				\$100,000				\$50,000												\$100,000
Cooling Tower Media					\$150,000												\$50,000				\$450,000
Recaulking Exterior/Interior					\$400,000				\$400,000												\$150,000
Exterior Pavers					\$100,000				\$100,000												\$800,000
Trash Can's / Truck					\$110,000												\$100,000				\$400,000
Carpet Plan					\$300,000																\$110,000
Flooring	\$75,000				\$75,000				\$75,000												\$900,000
Concession Stand Flooring	\$50,000				\$100,000				\$100,000												\$375,000
Plumbing Fixtures/Pipe Insulation	\$50,000				\$250,000				\$250,000								\$100,000				\$450,000
IT Technology					\$50,000				\$250,000								\$250,000				\$1,050,000
Roof	\$20,000				\$20,000				\$20,000								\$50,000				\$100,000
Practice Court Renovation									\$1								\$20,000				\$100,000
Lifting/HVAC/ Other Equipment	\$250,000				\$400,000				\$400,000								\$250,000				\$1,550,000
	\$1,605,000	\$0	\$0	\$0	\$2,550,000	\$0	\$0	\$0	\$1,655,001	\$0	\$0	\$0	\$1,065,000	\$0	\$0	\$0	\$250,000	\$0	\$0	\$0	\$7,840,001
				\$1,605,000				\$2,550,000					\$1,655,001				\$1,065,000	\$0	\$0	\$0	\$965,000
																					\$7,840,001

Bobcat's Submissions	FY-15				FY-16				FY-17				FY-18				FY-19				Total
	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	Capital Repair	Capital Improvement	Items Funded by Bobcats	Items Funded by City	
Event Level Primary Restaurant Refurbishment	\$1,270,459																				\$1,270,459
Event Level Secondary Restaurant Refurbishment	\$180,859																				\$180,859
Promoter /Production Overflow Space	\$218,814																				\$218,814
Locker Room Compound Refurbishment Phase 1	\$605,385																				\$605,385
Additional Restroom Main Concourse	\$80,420																				\$80,420
Locker Room Compound Refurbishment Phase 2					\$267,557																\$267,557
Multi Purpose Event Hospitality Space					\$1,644,333																\$1,644,333
Founders Level Restaurant Redevelopment					\$2,277,711																\$2,277,711
Suite Restorations and Repairs	\$128,536				\$5,868,603																\$5,997,139
Upper Level Family Concourse/ Youth Interactive Area																					\$2,465,134
Arena Ticket Center Relocation	\$1,423,042																				\$5,997,139
Press Rooms Renovations					\$327,039																\$2,465,134
Event Production Rooms Refurbishment					\$134,763																\$1,423,042
Secondary Tenant/Event Locker Room Alterations					\$162,901																\$327,039
Additional Lower Level Seats	\$489,720																				\$134,763
Restroom Refurbishment and Repairs (Main Concourse and Upper Level)																					\$162,901
Flooring Repairs (Event Level ,Main Concourse, and Upper Level)	\$2,449,232				\$1																\$489,720
Scoring and Video Digital Equipment Update																					\$1
HD Broadcast Infrastructure									\$7,700,000												\$2,449,232
TV Monitors	\$550,000								\$1,300,000												\$7,700,000
Main Bowl Lighting	\$260,000																				\$1,300,000
Exterior Digital Equipment																					\$550,000
Recyclable Waste Receptacles and Way Finding	\$100,000																\$3,500,800				\$260,000
Digital Directional/Communication Message Boards					\$100,000																\$3,500,800
IT Infrastructure					\$220,000				\$350,000												\$100,000
	\$7,756,467	\$0	\$0	\$0	\$11,002,908	\$0	\$0	\$0	\$9,350,000	\$0	\$0	\$0	\$7,030,934	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$570,000
				\$7,756,467				\$11,002,908					\$9,350,000				\$5,965,934	\$0	\$0	\$0	\$34,075,309
																					\$0
																					\$0

FY-15	FY-16	FY-17	FY-18	FY-19	Total
\$9,361,467	\$0	\$0	\$0	\$0	\$41,915,310
\$13,552,908	\$0	\$0	\$0	\$0	\$41,915,310
\$11,005,001	\$0	\$0	\$0	\$0	\$41,915,310
\$7,030,934	\$0	\$0	\$0	\$0	\$41,915,310
\$965,000	\$0	\$0	\$0	\$0	\$41,915,310

- Determine installation FY.
- Determine funding bucket.

*For Discussion Purposes Only

*Cost and Categories subject to change

Goals Met by Staff Recommendation

- It creates a more appropriately sized annual pay-as-you-go capital fund to maintain a building of this age, size, investment and importance
- It fulfills the City's contractual obligation under the Operating Agreement with the Hornets and the NBA
- It leverages participation from our private partner in both up front improvements in specific components, and in annual capital fund maintenance, neither of which they were required to do

Goals Met by Staff Recommendation

- It allows our Arena to remain competitive in retaining current events and luring new events to our City thereby creating substantial economic impact
- It spreads out the improvements and repairs over a 5-year period that enables the City to fund the improvements aligned with our resources

Arena Upgrade Staff Recommendation

- To satisfy the City's obligations under the Operating Agreement, City, CRVA and Hornets propose to implement \$29.9M of improvements over 5 years with \$27.5M funded by the City and \$2.4M funded by the Hornets
- City and Hornets each agree to fund \$600,000 more per year for 10 years into the existing pay-as-you-go capital fund, with the first four years of the Hornets contribution pledged to home team locker room and suite improvements together valued at \$2.4M
- Funding for the \$27.5M of City funded improvements and \$600,000 per year capital allocation to be paid from hotel/motel occupancy tax and rental car tax derived revenues

Time Warner Cable Arena Capital Projects & Repairs

	Fiscal Year					Lease Agreement Metric			Line Total
	FY 15	FY 16	FY 17	FY 18	FY 19	NBA Standard	>50% - Capital Improvement	Capital Repairs/Upgrades	
<u>CRVA Ops Submissions</u>									
Branch Repairs - Domestic Water (175 locations)	\$200,000							X	\$200,000
Pipe Insulation Repairs - Mechanical System (5200 LF)		\$500,000		\$500,000				X	\$1,000,000
Energy Improvements - Engineering & Design	\$300,000							X	\$300,000
Energy Improvements		\$100,000	\$400,000	\$600,000				X	\$1,100,000
Exterior Façade - Repairs & Cleaning		\$100,000	\$200,000	\$200,000	\$400,000			X	\$900,000
Exterior Pavers - Re-level & Repair				\$200,000				X	\$200,000
Replace Deteriorated Roof Sections	\$300,000							X	\$300,000
<u>Hornet's Submissions</u>									
Event Level Primary Restaurant - Update Finishes	\$275,000	\$300,000						X	\$575,000
Visitors Locker Room Ph II - Renovate 4 Rooms	\$50,000			\$300,000		X		X	\$350,000
Founders Level Restaurant	\$25,000	\$100,000	\$1,000,000	\$1,000,000				X	\$2,125,000
Arena Ticket Center Relocation		\$200,000	\$600,000	\$600,000				X	\$1,400,000
Press Room Refurbishment (3 rooms) - Paint, Carpet, Countertops				\$250,000				X	\$250,000
Event Production Rooms Refurbishment	\$50,000		\$50,000					X	\$100,000
Secondary Tenant/Event Locker Room Alterations		\$75,000	\$100,000					X	\$175,000
Additional Lower Level Seats, Access to Restaurant	\$75,000	\$350,000	\$350,000			X		X	\$775,000
Restroom Refurbishment and Repairs (Main & Upper)	\$100,000	\$500,000	\$500,000	\$500,000	\$500,000			X	\$2,100,000
Flooring Repairs (Event, Main, & Upper Levels)	\$200,000	\$500,000	\$500,000	\$500,000	\$500,000			X	\$2,200,000
Scoring & Video Digital Equipment Update		\$400,000	\$1,000,000	\$6,300,000		X	X	X	\$7,700,000
HD Broadcast Infrastructure	\$200,000	\$1,300,000				X	X	X	\$1,500,000
TV Monitors	\$275,000	\$275,000					X	X	\$550,000
Main Bowl Lighting			\$260,000					X	\$260,000
IT Infrastructure			\$220,000		\$340,000			X	\$560,000
									\$0
Contingency	\$150,000	\$500,000	\$500,000	\$500,000	\$500,000				\$2,150,000
									\$0
									\$0
<u>Levy (food service) Submissions</u>									
Beverage Lines, Refrigeration, Concessions Equipment	\$250,000	\$300,000	\$180,000					X	\$730,000
									\$0
	\$2,450,000	\$5,500,000	\$5,860,000	\$11,450,000	\$2,240,000				
					\$27,500,000				\$27,500,000
<u>Funded from Hornets first 4 years of CAPEX Contribution</u>									
Suite Refurbishment - FF&E, Wall Finishes, Cabinets		\$600,000	\$600,000	\$600,000					\$1,800,000
Hornets Locker Room Refurbishment Ph I	\$600,000								\$600,000
					\$2,400,000				\$2,400,000

NBA Requirements

Visitors' Locker Room Ph II – Renovate 3 Rooms

"Locate a lockable cabinet within each locker. Digital programmable locks are recommended." - NBA Requirement

"Locker Finishes: Laminate or solid wood." - NBA Requirement

"Locker Area Finishes: Floors: Anti - Microbial carpet" - NBA Requirement

Arena Ticket Center Relocation

"The arena must have a minimum 1,500 square foot team store on the main concourse of the building" - NBA requirement

Additional Lower Level Seats, Access to Restaurant

"The lower bowl of the arena should include no less than 50% of the total seating capacity in the arena." - NBA Requirement

"The Bobcats rank 29th out of 30 teams for quantity of lower bowl seats." - NBA Team Marketing & Business Operations (TMBO)

Scoring & Video Digital Equipment Update and HD Broadcast Infrastructure

"The Center-hung video boards must receive high-definition video feeds" - NBA Requirement

SUMMARY OF NBA IMPROVEMENTS				
NBA ARENAS				
Teams	Event Level Primary	Founders Level Restaurant	Scoring and Video Digital	Arena Ticket Center
	Restaurant Refurbishment	Refurbishment	Equipment Update	Relocation
Atlanta Hawks	X	X	X	X
Boston Celtics		X	X	
Brooklyn Nets	X	X	X	X
Chicago Bulls	X	X	X	X
Cleveland Cavaliers	X	X		X
Dallas Mavericks		X	X	X
Denver Nuggets		X	X	
Detroit Pistons	X	X	X	
Golden State Warriors	X	X	X	X
Houston Rockets	X	X	X	X
Indiana Pacers	X	X	X	
Los Angeles Clippers	X	X	X	X
Los Angeles Lakers	X	X	X	X
Memphis Grizzlies	X			X
Miami Heat		X	X	
Millwaukee Bucks	X	X		
Minnesota Timberwolves	X	X		
New Orleans Pelicans	X	X		
New York Knicks	X	X	X	
Oklahoma City Thunder	X	X	X	X
Orlando Magic	X	X	X	
Philadelphia 76ers	X	X	X	X
Phoenix Suns	X	X	X	X
Portland Trail Blazers	X	X	X	X
Sacramento Kings				X
San Antonio Spurs	X	X		X
Toronto Raptors		X	X	X
Utah Jazz	X	X	X	X
Washington Wizards		X	X	X

Note - For Event Level Primary Restaurant Refurbishment and Founders Level Restaurant Refurbishment the "X's" indicate that the team has had a renovation since 2005

Note - For Scoring and Video Digital Equipment Update the "X's" indicate how many teams do receive high-definition video feeds.

Note - For Arena Ticket Center Relocation the "X's" indicate how many teams have their team store on the Main Concourse.

Note - Information collected and provided by Stafford Sports

Arena Funding Sources

Funding Source	Statutory Uses	Funding Amount
Tourism I 3% Occupancy Tax 1.5% Rental Car Tax	Marketing and Capital Investment for Tourism Related Activities (Arena, AAA Baseball)	\$6M <i>(for annual capital over 10 years)</i>
Tourism II Equivalent of 4% Rental Car Tax	Transit, but leverages Tourism Related Activities (Levine Center for the Arts Campus)	\$27.5M <i>(for improvements over 5 years)</i>

Next Steps

- Provide any additional information requested by Council
- Schedule on September 8, 2014 Council Agenda:
 - Consideration of Amendment to Arena Operating Agreement Documenting These Provisions
 - Consideration of Budget Amendments Appropriating Funds to Make Such Improvements

**Time Warner Cable Arena
Additional Questions/Information from August 25, 2014**

1. What is the next trigger point after this five year plan is complete?

The Hornets and the City have agreed that these capital improvements will serve to sustain the Arena for the next five years. The amendment also provides for another evaluation of the Arena's needs to begin by September 15, 2019, with implementation of agreed upon capital improvements to be started by September 15, 2021.

2. What major shows did we lose to other venues/arenas in the Carolinas, and what major touring shows did not come to Charlotte or the Carolinas at all?

The Hornets are in charge of booking all events in the Arena. They typically do not track every concert, act or show that comes to the Carolinas. The competition for these events is keen, most evidence is anecdotal in nature, and events are won or lost because of a multitude of reasons, including building availability, building features, building rents and charges, event geographic dispersion, and customer service reputation. Making our Arena more attractive and competitive can only enhance our position in the marketplace.

3. How much of the Hornets economic generation goes into the funding from which the improvements are being paid?

Extrapolations from the Economic Impact Report and impact of additional spending from in-town residents at Arena-related events yields an estimate of \$2.5M annually in hospitality revenues generated.

4. Can we develop an ongoing reporting on the progress and costs of improvements and use of contingency?

Yes, we will provide a reporting template to City Council by December 31, 2014, and provide the first quarterly report on June 30, 2015, and quarterly thereafter. We have done similar reporting on other major City projects.

5. What happens in worst case scenario if future hospitality tax revenues decline significantly?

The conservative debt modeling done by the City over the last 50 years provides substantial reserves, conservative revenue growth projections, review and approval by the Local Government Commission and third party experts, and conformance with strong financial policies that have withstood all economic declines over that time. These practices protect the City even in the worst of times.

6. What amount of these capital improvements would the City need to do anyway, if there were no NBA standards test or 50% arena threshold test?

There is a strong argument that the amount of improvements/upgrades/repairs needed for the Arena absent the NBA standards test or the 50% arena test would approach \$23M, or 84% of the proposed improvements. This is documented by adding all of the "x"'s noted in the Capital Repairs/Upgrades column, and adjusting for contingencies.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE APPROPRIATING FUNDS FOR CAPITAL REPAIRS AND IMPROVEMENTS TO TIME WARNER CABLE ARENA

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

- Section 1. That the sum of \$27,500,000 is hereby estimated to be available from Certificates of Participation (Funding Source 3200)
- Section 2. That the sum of \$27,500,000 is hereby appropriated to the Tourism Capital Project Fund 4022, TWC Arena Repairs and Improvements Project (new Major Project)
- Section 3. That the sum of \$1,815,000 is hereby estimated to be available from Rental Car Tax revenues (fund balance) in the Cultural Facilities Fund 2003 (Funding Source: 5000)
- Section 4. That the sum of \$1,815,000 in Rental Car Tax revenues is hereby transferred and appropriated to the Tourism Operating Fund 2002
- Section 5. That the sum of \$1,215,000 is hereby estimated to be available in the Tourism Operating Fund 2002
- Section 6. That the sum of \$1,215,000 is hereby appropriated to the Tourism Debt Service Fund 3022
- Section 7. That the sum of \$600,000 is hereby estimated to be available in the Tourism Operating Fund 2002
- Section 8. That the sum of \$600,000 is hereby appropriated to the Tourism Capital Projects Fund 4022, TWC Arena Capital Allocation Project (New Major Project)
- Section 9. 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 10. All ordinances in conflict with this ordinance are hereby repealed.
- Section 11. This ordinance shall be effective upon adoption.

Approved as to form:

City Attorney

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$1,566,835 FROM GENERAL FUND BALANCE TO AVIATION FOR THE AIRPORT CORRECTIVE ACTION PLAN

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

- Section 1. That the sum of \$1,566,835 is hereby appropriated from General Fund Balance
Fund: 1000; Fund Source: 5000
- Section 2. That the sum of \$1,566,835 is hereby appropriated to the Aviation Fund Balance
6001-40-40-0000-000000-991000-000-489000-
- 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

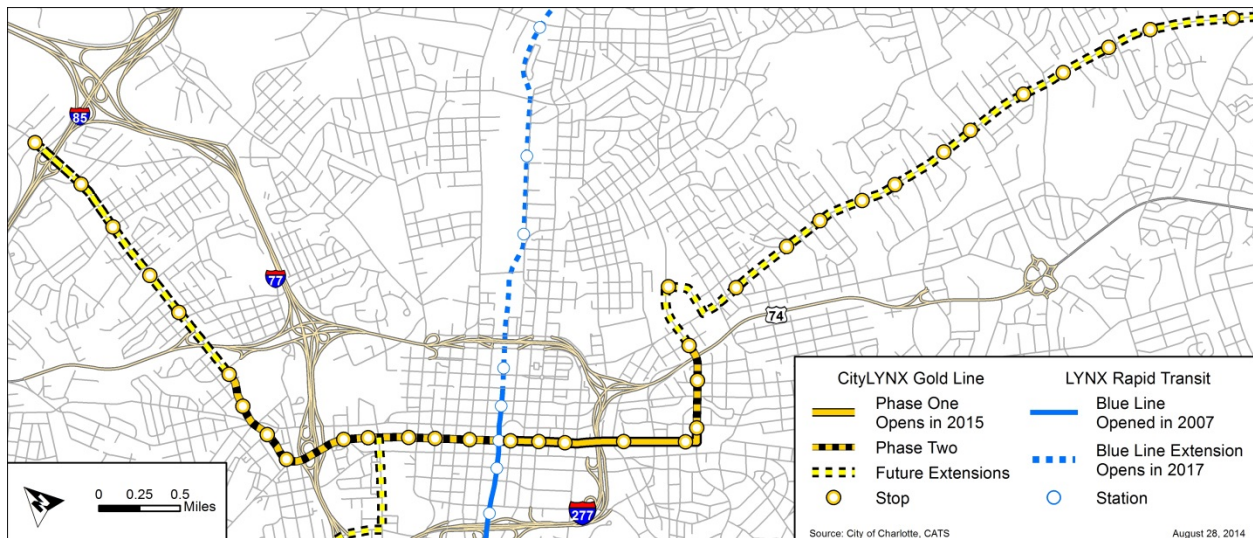
CityLYNX Gold Line Phase 2 - 65% Design Update

Project Description

The overall CityLYNX Gold Line, as adopted by the MTC in the 2030 Transit Corridor System Plan, is a 10 mile streetcar system from Rosa Parks Place Community Transit Center to the Eastland Community Transit Center. It is an integral component of the 2030 Plan that links Bus and Rail service in the Central Business District.

The CityLYNX Gold Line Phase 1 project is a 1.5 mile project under construction from the Time Warner Cable Arena to Novant Presbyterian Hospital.

The CityLYNX Gold Line Phase 2 project will extend the CityLYNX Gold Line Phase 1 project by 2.5 miles, add eleven (11) new stops and replace the Gomaco replica trolley vehicles with modern streetcar vehicles. The project adds two (2) stops and one half (1/2) mile to the east and nine (9) stops and two (2) miles to the west. The Phase 2 project will extend from French Street near Johnson C. Smith University (JCSU) to Sunnyside Avenue on Hawthorne Lane just north of Independence Boulevard resulting in a four (4) mile operational segment.



Project Background

On May 28, 2013, City Council authorized the City Manager to apply for a federal grant for 50% of the CityLYNX Gold Line Phase 2. The project had been advanced to a 30% level of design and the cost estimate at that time was \$126 million in current year dollars. Council adopted a budget ordinance to allocate \$63.0 million in existing General Community Investment Pay-As-You-Go and Municipal Debt Service Funds to provide 50% City Local Match for the CityLYNX Gold Line Phase 2 project based upon the 30% design level cost estimate without inflation to year of expenditure.

On January 27, 2014, City Council authorized the City Manager to negotiate and approve up to \$12.0 million in consultant service contracts to advance the CityLYNX Gold Line Phase 2 project, and submit a Small Starts grant application to the Federal Transit Administration (FTA). The consultant service contracts included work to advance the project to a 65% level of design, update the cost estimate based upon inflation to the year of expenditure, investigate the feasibility of hybrid streetcar vehicles, prepare a land use and economic development report, and prepare a financial plan. This work was undertaken after the FTA approved the CityLYNX Gold Line Phase 2 Project into Project Development on February 19, 2014.

This approval grants the city pre-award authority for the project and makes the funds spent to date eligible for federal match and reimbursement should a final Small Starts Grant agreement be approved by FTA.

To date, approximately \$6.8 million of the \$12 million advanced for project development has been expended or encumbered, with an additional \$3.1 million in pending obligations, mostly for vehicle assessment and engineering. While the City is spending these funds to do the necessary work to support the Small Starts grant application, FTA approval to enter project development means that any local funds spent will be eligible for future reimbursement upon successful execution of a Small Starts Grant Agreement with the FTA.

Results of Advancing the Project to 65% Level of Design

Land Use and Economic Development

The *CityLYNX Gold Line Phase 2 Small Starts Land Use and Economic Development Report* has been completed. The report documents the existing strong employment base and identifies significant potential for increased growth that should result in a favorable rating for existing land use and economic development under the federal small starts evaluation and rating process.

Vehicle Engineering

The vehicle engineering consultant has confirmed the availability of domestic manufacturers that can provide modern streetcar vehicles operating with traditional overhead wires. In addition, they are assessing the feasibility, availability and affordability of hybrid vehicles that can operate off-wire (on battery) for limited distances. Currently, the additional cost for hybrid vehicles over standard wired vehicles is over \$500,000 per vehicle. We are hopeful that a more favorable cost can be identified and are currently recommending that hybrids be explored as a bid alternate that could be selected if prices come down further within the next year. Additionally, the project has been designed to maintain our options to operate either hybrid or standard wired vehicles knowing that it might open with standard wired vehicles and upgrade to hybrid vehicles in the future.

Cost associated with the 65% Level of Design

As previously noted, the 30% Level of Design cost estimate did not inflate the project to the year of expenditure since a likely implementation schedule was unknown at the time. The Federal Transit Administration requires that projects be inflated to the year of expenditure to confirm that sufficient funding is identified for the project and to ensure an apples-to-apples comparison as it rates projects from across the country. We now have identified a construction schedule that calls for completing design in 2015, going to construction in mid to late 2016 and completing the project in mid to late 2019.

The total cost estimate for the 65% level of design is \$150 million. The addition of inflation is the single largest increase in cost from 30% to 65%. The major cost factors from the 30% design are listed below:

- 30% Level of Design Cost Estimate \$ 126.0 Million
- Inflation to Year of Expenditure \$ 15.3 Million
- Hawthorne Lane Bridge Replacement \$ 6.8 Million
- Misc. Items (Paving, Utilities, Systems) \$ 1.9 Million
- 65% Level of Design Cost Estimate \$ 150.0 Million

Inflation to Year of Expenditure: The FTA utilizes standard cost and inflation worksheets that establish the inflation to be used for all project submittals. The current rate is 3.5% per year and is slightly lower than the 4.0% rate used for the LYNX Blue Line Extension project approved by FTA in October, 2012.

Hawthorne Lane Bridge over Independence Blvd: The 30% estimate assumed that only the bridge deck would need to be replaced to accommodate the CityLYNX Gold Line. During the advancement of the design to 65% it was determined that this structure (although adequate for truck and auto traffic) would not meet the much higher weight loads of the larger and heavier modern streetcar vehicles. After exploring several options, the least expensive and most efficient for long term maintenance and integrity of the structure was to replace the bridge at a cost of over \$6 million.

Paving, Utilities, Systems: The construction of CityLYNX Gold Line Phase 1 has provided additional insight and information about what to expect on Phase 2 that could not have been known during the 30% estimate. Most of the alignment still contains the trolley tracks that date back to the early 1900's. These tracks have been paved over numerous times and must be removed, along with most of the street's pavement in order to install the new tracks and pavement. Also, several of the public utilities in this corridor, i.e. water lines, sewer and storm water, either need capacity improvements or are due for replacement due to age. The design is being coordinated closely with these departments to include upgrades where needed at the expense of the utility. In addition, systems that power the CityLYNX Gold Line will be upgraded from phase 1.

The City's 50% share of the revised project cost would be \$75.0 million, requiring an additional \$12.0 million commitment to the \$63 million previously authorized by City Council for this project. Approval of these additional funds is necessary in order for the City Manager to submit the Small Starts Grant Application for the CityLYNX Gold Line Phase 2 project by the September 10, 2014 application deadline.

Recommended Capital Funds for Additional \$12.0 million local share of project cost

The City's Local match could come from a variety of sources in the General Community Investment Fund, including existing available debt capacity, existing business corridor funds, and use of unallocated and contingent capital accounts within revenue sources other than property taxes. Were there not the opportunity to attract significant additional federal funding for this previously approved project, staff would recommend leaving these funds in contingency for other opportunities. Table 1 below lists the sources proposed for allocation to CityLYNX Gold Line Phase 2.

Table 1

CityLYNX Gold Line Phase 2 - \$12M City Match Allocation Proposal			
	<u>Original \$63.0M</u>	<u>Additional \$12.0M</u>	<u>Total \$75.0M</u>
Existing Debt Capacity			
Unallocated debt capacity	\$ 25,000,000	\$ 6,960,017 ⁽¹⁾	\$ 31,960,017
Reserve for Economic Development Initiatives	5,000,000		5,000,000
Transportation Capital Project Savings	9,670,573		9,670,573
Existing Pay-As-You-Go Capital			
Business Corridor Revitalization (Current Balance)	13,377,678	4,000,000 ⁽²⁾	17,377,678
Completed project Savings	2,274,658	1,039,983	3,314,641
Capital Reserve	5,325,200		5,325,200
Future Road Planning & Design	2,000,000		2,000,000
Economic Development Loan and Grant Fund	351,891		351,891
Total Available City Capital Funding	\$ 63,000,000	\$ 12,000,000	\$ 75,000,000

⁽¹⁾ Total unallocated debt capacity is currently \$10,000,000

⁽²⁾ Current balance remaining in Business Corridor Revitalization after deducting \$4.0 million will be \$440,816

Staff has reviewed the potential impacts on the General capital program if these funding sources are used for the CityLYNX Gold Line Phase 2, and conclude that there will be no significant impacts to other Community Investment Plan projects or programs. It is true that there are opportunity costs: if the funds are used for CityLYNX Gold Line, they obviously are not available for other projects; however, no specific projects are being de-funded or delayed by this recommendation

No Property Taxes. The sources for the \$12.0 million local match are funded in the Municipal Debt Service Fund (\$7.0 million) and the Pay-As-You-Go Fund (\$5.0 million) in the General Community Investment Plan. The Municipal Debt Service Fund is supported by several revenues, including property tax, sales tax, and interest on investments. The Pay-As-You-Go Fund is similarly supported by a variety of revenues including property tax, sales tax, vehicle rental tax, motor vehicle licenses, and sale of City land.

Tables 2 and 3 below show the relative share of property tax revenue and non-property tax revenue for the past five years supporting the General Community Investment Pay-As-You Go Fund and the Municipal Debt Service Fund

Table 2

General Community Investment Pay-As-You-Go Fund						
	FY11	FY12	FY13	FY14	FY15	5-Year Average
Total Revenue	\$ 58,341,584	\$ 61,247,099	\$ 46,555,537	\$ 50,714,934	\$ 55,166,239	\$ 54,405,079
Property Tax Revenue	9,425,588	9,860,583	10,551,366	10,571,447	10,832,639	10,248,325
Non-Property Tax Revenue	48,915,996	51,386,516	36,004,171	40,143,487	44,333,600	44,156,754
% Non-Property Tax Revenue	83.8%	83.9%	77.3%	79.2%	80.4%	80.9%
					Total Non-Property Tax Revenue Over 5 Years	\$ 220,783,770

Table 3

Municipal Debt Service Fund						
	FY11	FY12	FY13	FY14	FY15	5-Year Average
Total Revenue	\$ 94,318,148	\$ 93,808,426	\$ 89,620,634	\$ 123,581,395	\$ 120,380,680	\$ 104,341,857
Property Tax Revenue	52,211,300	54,227,588	57,145,978	83,971,005	86,265,908	66,764,356
Non-Property Tax Revenue	42,106,848	39,580,838	32,474,656	39,610,390	34,114,772	37,577,501
% Non-Property Tax Revenue	44.6%	42.2%	36.2%	32.1%	28.3%	36.7%
					Total Non-Property Tax Revenue Over 5 Years	\$ 187,887,504

Note: Under current financing assumptions, the annual debt service on \$46.6 million in debt capacity to support the CityLYNX Gold Line Phase 2 would be approximately \$4.0 million, well within the average annual non-property tax revenue in the Municipal Debt Service Fund

While a specific property tax rate is allocated to both funds, property taxes comprise only a portion of capital funding. Based on an analysis of both funds over the past five years, the average annual revenues during that time show:

80.9%, or \$44.2 million of the revenue annually supporting the Pay-As-You-Go Fund is from sources other than property tax

36.7%, or \$37.6 million of the revenue annually supporting the Municipal Debt Service Fund is from sources other than property tax

Based on this analysis, staff has concluded that the City's \$12.0 million local share is well within an amount that can come from the non-property tax revenues of sales tax, interest on investments, vehicle rental tax, motor vehicle licenses, and other non-property tax revenue. Property tax revenues in these two funds will continue to be used to support traditional Pay-As-You-Go and debt-supported general community investment programs.

Source of Operating Funds

CityLYNX Gold Line **Phase 1** – Operating funds for Phase 1 are currently budgeted at \$750,000 in FY2015, and will increase to \$1.5 million in FY2016. Source of these operating funds is provided through Motor Vehicle License Fee revenue. (\$1.45 of the \$30.00 Fee in FY2015, and \$2.84 of the \$30.00 Fee in FY2016, with a 2% increase each year in subsequent fiscal years.). Once Phase 2 comes into service, operating costs for the combined Phase 1 and Phase 2 operations will be provided from a combination of funding sources as described below.

CityLYNX Gold Line **Phase 2** - Annual operating costs in the first year of operation for the CityLYNX Gold Line Phase 2 are estimated to be \$6.2 million to support vehicle operations, basic equipment maintenance, safety and security and fare collection for the combined 4-mile alignment including Phase 1. Funding for operations of the CityLYNX Gold Line could be provided from a variety of sources including ridership fares, advertising, naming rights, and potentially some form of property-based value capture revenue from sources such as Tax Increment Financing (TIF) districts, Special Assessment Districts (SADs), or Municipal Service Districts (MSDs). The potential funding sources below would be sufficient to cover the projected \$6.2 million in operating costs for the combined 4-mile Phase 1 and Phase 2 operations.

- **Fare revenue (\$1.5 million per year)** – Fares would be collected for the combined Phase 1 and 2 four-mile route at the same rate as for the LYNX service. Fares would be charged at the prevailing rate at the time of operation. The fare would be the same as the LYNX service, which is currently \$2.20 per trip, but could be higher when Phase 2 begins service, since CATS fare policy calls for adjusting fares every two years to ensure fare revenues keep pace with inflation and that riders provide a fair-share contribution to the cost of the service.
- **Municipal Service District (MSD) revenue (\$1.2 million per year)** - A new MSD could also be created to support annual operating costs. According to the BAE Economic Development Update Study of the CityLYNX Gold Line, a new MSD encompassing properties within ¼ mile of the four-mile CityLYNX Gold Line Phase 1 and 2 corridor could generate annual revenues of approximately \$1.2 million from a 2.0 cent (per \$100 valuation) property tax.
- **Motor Vehicle License Fee revenue (\$3.2 million per year)** - Continuation of \$2.84 allocation of Motor Vehicle License Fee revenue would generate approximately \$1.5 million per year to support operating costs associated with Phase 1, and an additional \$1.7 million allocation of Motor Vehicle License Fee revenue could provide the remaining revenue required to reach the full \$6.2 million needed.
- **Other Revenue (\$293,000)** - Other potential sources of revenue to support the annual operating costs include Naming Rights (\$200,000), and advertising (\$93,000).

Additional funding will also be required to build a capital maintenance reserve to perform regular vehicle overhauls every five years and mid-life vehicle overhauls every 15 years. A revenue source will need to be identified and established to provide approximately \$2.7 million every five years for the regular vehicle overhauls, and approximately \$6.6 million every fifteen years for the mid-life overhauls. In the fifteen years between Year 5 and Year 20 of operations of the CityLYNX Gold Line, approximately \$14.8 million will be required to support the capital maintenance reserve.

One potential source of revenue to build and maintain the capital maintenance reserve would be to establish a Synthetic Tax Increment Financing (STIF) district encompassing properties within ¼ mile of the four-mile CityLYNX Gold Line Phase 1 and 2 corridor. According to the BAE Economic Development Update Study of the CityLYNX Gold Line, this STIF district could generate sufficient revenues to support

the capital maintenance reserve, and the timing of the five and fifteen year vehicle overhauls would allow time for the STIF district to build sufficient revenues to cover those costs.

Small Starts Grant Agreement Requirement

The Small Starts Grant Agreement requires the City to commit covering any additional capital costs over and above the \$150.0 million budget required to complete the project. Potential funding to cover such budget overruns would come from the same variety of sources identified above for the \$12 million additional City share. While this is a grant requirement, **staff intends to keep the project within \$150.0 million** and would consider scope reductions prior to the Small Starts Grant execution to accomplish this if needed.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE
APPROPRIATING \$12.0 MILLION FOR A 50% LOCAL MATCH FOR THE CITYLYNX GOLD LINE PHASE 2

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

Section 1. That the sum of \$6,960,017 is hereby estimated to be available from Certificates of Participation (Funding Source: 3200)

Section 2. That the sum of \$4,000,000 is hereby estimated to be available from the General Capital Investment Fund 4001, Business Corridor Revitalization Project 6110100024 (Funding Source: 4000-40004000)

Section 3. That the sum of \$1,039,983 is hereby estimated to be available from the General Capital Investment Fund 4001, Reserve for Potential CIP Needs Project 1400900008 (Funding Sources: 4000-40004000; 6000-60001000; and 6000-60003000)

Section 4. That the sum of \$12,000,000 is hereby appropriated to the General Capital Investment Fund 4001, CityLYNX Gold Line Phase II Control Project 4131402002

Section 5. 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 6. All ordinances in conflict with this ordinance are hereby repealed.

Section 7. This ordinance shall be effective upon adoption.

Approved as to form:

City Attorney

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA AUTHORIZING THE NEGOTIATION AND EXECUTION OF A SMALL
STARTS GRANT AGREEMENT (SSGA) WITH THE UNITED STATES DEPARTMENT OF
TRANSPORTATION (USDOT), FEDERAL TRANSIT ADMINISTRATION FOR THE 50%
FINANCIAL SHARE OF THE CITYLYNX GOLD LINE PHASE 2 PROJECT.**

A motion was made by _____ and seconded by _____ for the adoption of the following Resolution and upon being put to a vote was duly adopted:

WHEREAS, the federal and state governments are authorized to make grants for mass transportation projects;

WHEREAS, the contract for financial assistance may impose certain obligations upon the applicant, including the provision by it of the local share of project costs;

WHEREAS the CityLYNX Gold Line Phase 1 project is a 1.5 mile starter project under construction from the Time Warner Cable Arena to Novant Presbyterian Hospital;

WHEREAS, the CityLYNX Gold Line Phase 2 project will extend the CityLYNX Gold Line Phase 1 project by 2.5 miles, add eleven (11) new stops and replace the Gomaco replica trolley vehicles with modern streetcar vehicles;

WHEREAS, the City has developed a Financial Plan, using a combination of local and Federal funds, and may include in-kind real property donations, to finance the costs of the Project and, in accordance with its plan, has requested a Small Starts Grant Agreement to provide Federal financial assistance for 50% of the Project Costs;

WHEREAS, the Small Starts Grant Agreement will provide federal financial assistance to support final design and construction of the Project, up to a maximum of \$75,000,000 in federal Small Starts funds;

WHEREAS, the Small Starts Grant Agreement will establish the City's commitment to the local share of the project, its obligation to complete the project, its obligation to achieve revenue operation by the SSGA Revenue Service Date; its obligation to fund any costs in excess of the estimated project cost; and its obligation to finance future maintenance and operational costs of the project;

NOW, THEREFORE, BE IT RESOLVED by the City Council of Charlotte, North Carolina, in its regular session duly assembled, as follows:

That the City Manager or designee is authorized to apply for, negotiate, execute and comply with all terms and conditions of a Small Starts Grant Agreement (SSGA) with the United State Department of Transportation (USDOT) Federal Transit Administration for the 50% financial share of the CityLYNX Gold Line Phase 2 Project with a maximum federal Small Starts funding contribution of \$75,000,000.

4 Appointed By Mayor (M)
 8 Appointed By City Council (C)

HISTORIC DISTRICT COMMISSION - CHARLOTTE

(12 Members)

O

Last Revised Date:

Membership - One member shall represent the Charlotte-Mecklenburg Planning Commission and shall be recommended for appointment by that commission for a one year term. Each of the Historic districts - Fourth Ward, Plaza-Midwood, Dilworth, Wesley Heights and Hermitage Court shall be represented by one residential property owner (Council appointment). The membership will be expanded by one (a property owner) for each newly designated district. The Board of Directors of neighborhood association of each district shall recommend nominations for their position in compliance with the associations's by-laws, but such recommendations shall not be binding on the City Council.

On April 17, 2006, City Council approved Ordinance No. 3256-Z creating Hermitage Court Historical District. On May 17, 2010, City Council approved Ordinance No. 4419-Z, creating the Wilmore Historic District Overlay. The new historic district will be represented by one residential property owner who shall be appointed by the Mayor.

In addition, the Dilworth Historic District, because of its make-up, shall be represented by the operator of a business in that district.

If any of the district representatives ceases to be a property owner in the respective historic district, that appointee shall be permitted to continue in his position if more than fifty (50) percent of his term has been served.

A majority of the membership shall have demonstrated special interest, experience, or education in history, architecture, and or other relevant discipline; all must reside within the corporate limits of the City of Charlotte- both criteria required by State Statute. Terms are for three years and no member may serve on the Commission for more than two full consecutive terms.

Responsibilities - To ensure the preservation of any areas, structures, site and objects that are significant elements of the cultural, social, economic, political, or architectural history of Charlotte; to safeguard the heritage of the city through the preservation and conservation of historical areas for the education, pleasure, and enhancement of the residents of the City.

Legend:

A-L	At-Large
BOD	Business/Operator Dilworth
PLC	Planning Commission Representative
ROD	Resident/Owner/Dilworth
ROF	Resident/Owner/Fourth Ward
ROH	Resident/Owner/Hermitage Court
ROP	Resident/Owner/Plaza-Midwood
ROW	Resident/Owner/Wilmore
ROWH	Resident/Owner/Wesley Heights

Member Name	Appointed By	Legend	Dist	Appoint Date	Reappoint Date	Term	Exp. Date
* Chairman							
<u>Council</u>							
Belinda Corbus	W/F	C	A-L	6	4/23/2012	3 yrs	06/30/2015
Dominick Ristaino	W/M	C	BOD	1	6/22/2009	5/12/2014	3 yrs 06/30/2017
Donald Duffy	W/M	C	A-L	4	4/26/2010	4/8/2013	3 yrs 06/30/2016

John Luke W/M	C	ROF	2	4/14/2014		Unexp	06/30/2016
(A) Lisa Yarbrough W/F	C	ROH	1	4/9/2012		3 yrs	06/30/2015
Rodric Lenhart W/M	C	ROWH	2	4/14/2014		Unexp	06/30/2016
Tamara Titus W/F	C	ROD	1	4/14/2014		Unexp	06/30/2016
Thomas Egan, III W/M	C	ROP	1	4/12/2010	4/8/2013	3 yrs	06/30/2016

Mayor

Debra Glennon W/F	M	A-L	1	5/12/2009	10/12/2012	3 yrs	06/30/2015
Mattie Marshall N/F	M	A-L	2	6/24/2013		3 yrs	06/30/2016
Michael Sullivan N/M	M	PLC	1	6/18/2014		1 yr	06/30/2015
Tim Bender N/M	M	ROW	3	3/11/2013	7/1/2013	3 yrs	06/30/2016

**HISTORIC DISTRICT
COMMISSION**

**HERMITAGE COURT
RESIDENT**

First Name:	Lisa
Last Name: ▼	Yarbrough
City:	Charlotte
City Council District (Check your district at Locate My District)	1
Political Affiliation:	Democrat
Gender:	Female
Race/ Ethnic Background:	Caucasian
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I live in a Historic District and want to do my part to help protect our Historic neighborhoods in Charlotte.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I have been serving on this Commission for the past two years and am re-applying as I had an attendance issue this summer.
List any boards you are currently serving on:	
List any boards you have served on in the past:	HDC
Current Employer:	self-employed
Job Title:	Fitness Instructor
Brief Description of Duties: (Max 400 characters)	Teach fitness classes for Jazzercise, Inc.
Other Employment History: (Max 250 characters)	
Education:	College
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

From: [Lisa Yarbrough](#)
To: [Hale, Khadya](#)
Subject: Letter to City Council
Date: Thursday, August 07, 2014 11:25:36 AM

Dear City Council Members,

I am writing you this letter to make you aware of my desire to be reappointed as the Commissioner on the HDC representing my street, Hermitage Court. I was unable to attend the last three HDC meetings, two of them due to family obligations and the last due to travel plans. I feel I have served for the past two and a half years with commitment and integrity, and would like to continue serving.

Thank you for your consideration.

Sincerely,

Lisa Yarbrough

13 Appointed By City Council (C)

7 Appointed By Mayor (M)

KEEP CHARLOTTE BEAUTIFUL

(20 Members)

Last Revised Date:

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.

Legend:

Member Name	Appointed By	Legend	Dist	Appoint Date	Reappoint Date	Term	Exp. Date
* Chairman							
<u>Council</u>							
Camille Cunningham W/F	C		3	7/22/2013		Unexp	06/30/2016
Dean Pawlowski W/M	C		6	4/27/2009	4/9/2012	3 yrs	06/30/2015
Dustin Prudhomme W/M	C		1	4/14/2014		Unexp	06/30/2015
(R) Hung Chau A/M	C		4	7/22/2013		Unexp	06/30/2015
(R) Jaclyn Blair W/F	C		3	7/22/2013		Unexp	06/30/2015
Kelley Hyland W/F	C		4	1/28/2013	4/8/2013	3 yrs	06/30/2016
Lawrence Ferri W/M	C		1	11/8/2010	4/9/2012	3 yrs	06/30/2015
(R) Mayada Hawkins B/F	C		3	4/14/2014	7/1/2014	3 yrs	06/30/2017
Michael Zytow W/M	C		4	1/13/2014		Unexp	06/30/2016
Russ Ferguson W/M	C		1	7/23/2012	4/8/2013	3 yrs	06/30/2016
Russell Adams W/M	C		1	7/22/2013	5/12/2014	3 yrs	06/30/2017
Vanessa Kenon-Hunt B/F	C		7	7/23/2012	5/12/2014	3 yrs	06/30/2017
Winston Sharpe, Jr. B/M	C		3	11/12/2012		3 yrs	06/30/2015
<u>Mayor</u>							
Ann Wood N/F	M		6	6/24/2013		Unexp	06/30/2015
Charles Jewett W/M	M		6	12/2/2013		Unexp	06/30/2015
Deborah Robinson W/F	M		1	6/17/2014		Unexp	06/30/2015
Joseph Franco W/M	M		1	12/2/2013	7/3/2014	3 yrs	06/30/2017
Robert Combs W/M	M		6	6/17/2014		3 yrs	06/30/2017
Samantha Pendergrass W/F	M		1	12/2/2013		3 yrs	06/30/2016
Vineta Pritchard B/F	M		4	6/17/2014		3 yrs	06/30/2017

First Name:	joshua
Last Name:	arnold
City:	charlotte
City Council District (Check your district at Locate My District)	6
Political Affiliation:	Republican
Gender:	Male
Race/ Ethnic Background:	Caucasian
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I believe that as a younger member on any of the committee I would be able to reach out to a more diverse group of individuals to make a change for the better to benefit the generations to come.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	Project Coordinator CSSGB, Practical Project Certified , PMI Member, MS Project Certified engineering - sustainability background-lead Served on political campaigns Namic- fundraising campaigns Nominated earlier for keep charlotte beautiful by previous district 6 council member
List any boards you are currently serving on:	Continuation of why I am interested: I believe that the work that keep charlotte beautiful does to provide a solution to our waste , recycling , and teaching the future youth about sustainability is a very worthwhile cause that cannot be overlooked. I also believe The Tree Advisory Commission goes in hand with keep charlotte beautiful as a volunteer organization that upholds the ordinances for our citys landscape and to keep pollution rates down I am familer with these practices and have the energy to committ to these type of projects and also manage them as well as I am familer with DOT, HDD, Boring etc from my profession.
List any boards you have served on in the past:	Conituation of why I am Interested: The community relations committee I have tried to several times written to all the county commissioners and without luck have not been able to obtain membership yet I was introduced to this committee my a member Michael Tanck , I attend the meeting volunteer for events because I do beleive in obtaining fair housing standards, and advocating as a younger member for mediation between police and our charloteans and want to bridge the gap also on that cultural level of this committee.
Current Employer:	Time warner cable
Job Title:	Project Coordinator/Management
Brief Description of Duties: (Max 400 characters)	The primary role and focus of the Project Lead is to facilitate and drive the implementation of various types of projects and processes across the enterprise while coordinating efforts with all functional groups ensuring consistency and high quality results.

<p>Other Employment History: (Max 250 characters)</p>	<p>Time Warner Business Class- Account Manager At&t- National small business spealist Wireless advocates- General Manager Home Depot- lead flooring supervisor Richardson and arnold commercial flooring - VICE PRESIDENT PUBLIC RELATIONS - CO OWNER</p>
<p>Education:</p>	<p>College</p>
<p>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</p>	<p>No</p>
<p>If yes, please explain complete disposition. (Max 250 characters)</p>	
<p>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</p>	<p>No</p>
<p>If yes, please explain conflict. (Max 250 characters)</p>	

First Name:	Francene
Last Name: ▼	Greene
City:	Charlotte
City Council District (Check your district at Locate My District)	5
Political Affiliation:	Democrat
Gender:	Female
Race/ Ethnic Background:	African American
Why are you interested in serving on these boards/ committees? (Max 400 characters)	A city that is clean, provides quality aesthetics, and provides an open pathway for citizen involvement is foundational to improving quality of life, bringing new business, and maintaining a positive city profile. I would like to serve on the board and work with others interested in keeping Charlotte as one of the nation's best cities.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I believe that my career of public service (former public health nurse in Mecklenburg County) and actively serving my neighborhood association (past president) demonstrates my ability and commitment to ensuring that Charlotte continues to thrive and be a great place to work, live and play.
List any boards you are currently serving on:	None.
List any boards you have served on in the past:	None.
Current Employer:	Veteran's Administration
Job Title:	Psychiatric/Mental Health Nurse (RN)
Brief Description of Duties: (Max 400 characters)	I provide mental health care management of Veterans in the primary care setting.
Other Employment History: (Max 250 characters)	Public Health Nurse - Charlotte, NC Patient Safety Officer- VA Medical Center, Salisbury, NC Pharmaceutical Territory Account Manager - Louisville, KY; Charlotte, NC
Education:	Graduate School
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

First Name:	Martin
Last Name: ▼	Joseph
City:	Charlotte
City Council District (Check your district at Locate My District)	2
Political Affiliation:	Independent
Gender:	Male
Race/ Ethnic Background:	African American
Why are you interested in serving on these boards/ committees? (Max 400 characters)	Having lived in Charlotte for nearly 16 years and seen this city transform before my eyes, I want to get more involved in the community from a civic viewpoint.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I've operated my own business for 14 years and have form a number of local relationships with those in the Charlotte-Mecklenburg community. I understand the need for new ideas and to provide leadership to the community from which I make a living.
List any boards you are currently serving on:	Board Member, Kappa Foundation of Charlotte (Marketing Liaison)
List any boards you have served on in the past:	Board Member, Kappa Alpha Psi Fraternity (Charlotte Chapter). Regional Representative (North Carolina & Southern West Virginia), Kappa Alpha Psi Achievement Commission, Kappa Alpha Psi Fraternity. Central Piedmont Community College Computer Training Advisory Board (Past Member)
Current Employer:	TechnikOne
Job Title:	Partner
Brief Description of Duties: (Max 400 characters)	Digital marketing agency where I oversee business operations and creative execution for all client projects
Other Employment History: (Max 250 characters)	Capital markets auditor for NationsBank (now Bank of America)
Education:	College
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

First Name:	JOSHUA
Last Name: ▼	MIDDLETON
City:	CHARLOTTE
City Council District (Check your district at Locate My District)	2
Political Affiliation:	Republican
Gender:	Male
Race/ Ethnic Background:	Native American
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I am keenly interested in serving on the Keep Charlotte Beautiful committee. I have significant experience in community service, volunteering, & landscaping. I want to make a positive difference in Charlotte's communities and preserve them as beautiful places to live while getting to know my neighbors. I am excited about the opportunity to become involved in a meaningful way and serve others.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I have served in numerous community litter-pick up and beautification programs through my church. I have been involved in community cleanup through Interact-Rotary club. I have mentored at-risk middle schoolers through a partnership with UNC Chapel Hill. I am adept at coordinating and managing projects of varying scales, and enjoy interacting with both individuals, businesses and government.
List any boards you are currently serving on:	N/A
List any boards you have served on in the past:	N/A
Current Employer:	Citco Fund Services (USA) Inc.
Job Title:	Rollout Coordinator
Brief Description of Duties: (Max 400 characters)	I ensure that each of our 400+ external client's expectations are exceeded and troubleshoot any concerns. I coordinate and execute all product upgrades and work with intra-company senior executives, external clients and a wide variety of business teams to promote superior performance. I am also responsible for creating marketing materials highlighting our core competencies and product features.
Other Employment History: (Max 250 characters)	Business Analyst - Credit Suisse AG Project Manager - Tripstr Inc. Equity Research Analyst - H.S. Dreher Capital Management, Inc. Congressional Intern - U.S. House of Representatives (Howard Coble)
Education:	College
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

First Name:	Laura
Last Name: ▼	Sieckmann
City:	Charlotte
City Council District (Check your district at Locate My District)	5
Political Affiliation:	Republican
Gender:	Female
Race/ Ethnic Background:	Caucasian
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I am an active member in my community and care deeply for the city of Charlotte. I would enjoy working with others to creatively identify and execute methods to improve Charlotte.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I have a background in public relations in addition to years of experience volunteering for communities. I have also worked in communication for City Government in the past.
List any boards you are currently serving on:	
List any boards you have served on in the past:	
Current Employer:	Domestic Engineer
Job Title:	
Brief Description of Duties: (Max 400 characters)	
Other Employment History: (Max 250 characters)	
Education:	College
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

First Name:	Regina
Last Name: ▼	Tisdale
City:	Chalotte
City Council District (Check your district at Locate My District)	1
Political Affiliation:	Democrat
Gender:	Female
Race/ Ethnic Background:	African American
Why are you interested in serving on these boards/ committees? (Max 400 characters)	Keep Chalotte Beautiful I love the out doors and when you can go to a park and see trees and flowers and people just enjoying the sun that's Beautiful. Bicycle Advisory I ride my offen and see other ride is wonderful we just need more places to ride and I want to help with that. Housing Appeals I served this before and because of work hours had to resign but I don't have that problem anymore.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	
List any boards you are currently serving on:	
List any boards you have served on in the past:	Housing Appeals
Current Employer:	Novant Healthcare
Job Title:	Release of Information Specialist
Brief Description of Duties: (Max 400 characters)	Copy medical records for Lawyers, Doctors and insurance companies as well as patients
Other Employment History: (Max 250 characters)	Medical Records Clerk, Patients Accounts Specialist
Education:	College
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

3 Appointed By Mayor (M)
 7 Appointed By City Council (C)

TREE ADVISORY COMMISSION

(10 Members)

Last Revised Date:

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.

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.

Legend:

Member Name	Appointed By	Legend	Dist	Appoint Date	Reappoint Date	Term	Exp. Date
* Chairman							
<u>Council</u>							
Alexander Vuchnich W/M	C		7	11/11/2013		3 yrs	12/13/2016
Ann Macon-Ellis W/F	C		1	11/24/2008	10/8/2012	3 yrs	12/13/2015
Fred Dodson, Jr. B/M	C		5	3/26/2012		3 yrs	12/13/2014
Joe Zuyus N/M	C		1	11/14/2011		3 yrs	12/13/2014
Matthew McLaren W/M	C		6	2/23/2009	11/14/2011	3 yrs	12/13/2014
Susan Tompkins W/F	C		1	11/23/2009	10/8/2012	3 yrs	12/13/2015
(R) Vincent Haney W/M	C		2	11/11/2013		3 yrs	12/13/2016
<u>Mayor</u>							
Debra Glennon W/F	M		1	12/1/2010	1/26/2012	3 yrs	12/13/2014
Janet Nelson W/F	M		1	12/1/2010	11/27/2013	3 yrs	12/13/2016
Oliver Sharman N/M	M		1	11/27/2013		3 yrs	12/13/2016

First Name:	joshua
Last Name:	arnold
City:	charlotte
City Council District (Check your district at Locate My District)	6
Political Affiliation:	Republican
Gender:	Male
Race/ Ethnic Background:	Caucasian
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I believe that as a younger member on any of the committee I would be able to reach out to a more diverse group of individuals to make a change for the better to benefit the generations to come.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	Project Coordinator CSSGB, Practical Project Certified , PMI Member, MS Project Certified engineering - sustainability background-lead Served on political campaigns Namic- fundraising campaigns Nominated earlier for keep charlotte beautiful by previous district 6 council member
List any boards you are currently serving on:	Continuation of why I am interested: I believe that the work that keep charlotte beautiful does to provide a solution to our waste , recycling , and teaching the future youth about sustainability is a very worthwhile cause that cannot be overlooked. I also believe The Tree Advisory Commission goes in hand with keep charlotte beautiful as a volunteer organization that upholds the ordinances for our citys landscape and to keep pollution rates down I am familer with these practices and have the energy to committ to these type of projects and also manage them as well as I am familer with DOT, HDD, Boring etc from my profession.
List any boards you have served on in the past:	Conituation of why I am Interested: The community relations committee I have tried to several times written to all the county commissioners and without luck have not been able to obtain membership yet I was introduced to this committee my a member Michael Tanck , I attend the meeting volunteer for events because I do beleive in obtaining fair housing standards, and advocating as a younger member for mediation between police and our charloteans and want to bridge the gap also on that cultural level of this committee.
Current Employer:	Time warner cable
Job Title:	Project Coordinator/Management
Brief Description of Duties: (Max 400 characters)	The primary role and focus of the Project Lead is to facilitate and drive the implementation of various types of projects and processes across the enterprise while coordinating efforts with all functional groups ensuring consistency and high quality results.

<p>Other Employment History: (Max 250 characters)</p>	<p>Time Warner Business Class- Account Manager At&t- National small business spealist Wireless advocates- General Manager Home Depot- lead flooring supervisor Richardson and arnold commercial flooring - VICE PRESIDENT PUBLIC RELATIONS - CO OWNER</p>
<p>Education:</p>	<p>College</p>
<p>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</p>	<p>No</p>
<p>If yes, please explain complete disposition. (Max 250 characters)</p>	
<p>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</p>	<p>No</p>
<p>If yes, please explain conflict. (Max 250 characters)</p>	

First Name:	Tom
Last Name: ▼	Johnson
City:	Charlotte
City Council District (Check your district at Locate My District)	6
Political Affiliation:	Republican
Gender:	Male
Race/ Ethnic Background:	Caucasian
Why are you interested in serving on these boards/ committees? (Max 400 characters)	I am a NC registered forester and an arborist working for Duke Energy in the greater Charlotte area and would like to bring a utility arborist perspective to the Tree Advisory Commission.
Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)	I am the former Senior Urban Forestry Specialist in the City of Charlotte's Engineering and Property Management Department. I worked in Land Development and while there helped to craft the current ordinance. Because of this past history I feel that I have a lot to offer the citizens of Charlotte and the board.
List any boards you are currently serving on:	
List any boards you have served on in the past:	I was an exofficio member of the Charlotte Tree Advisory Commission until I left the City for another job in September of 2013.
Current Employer:	Duke Energy
Job Title:	Piedmont Division Vegetation Management Specialist
Brief Description of Duties: (Max 400 characters)	I oversee tree work and customer relations related to powerline right of ways.
Other Employment History: (Max 250 characters)	
Education:	Graduate School
Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?	No
If yes, please explain complete disposition. (Max 250 characters)	
Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?	No
If yes, please explain conflict. (Max 250 characters)	

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$15,768,799 FOR AIRPORT PROJECTS RELATED TO RUNWAY 18L

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

Section 1. That the sum of \$15,768,799 is hereby appropriated from the following:
*Federal Aviation Administration grant funds: \$11,826,599
*Aviation Discretionary Fund: \$3,942,200

Section 2. That the sum of \$15,768,799 is hereby appropriated in the Aviation Community Investment Plan Fund Runway 18L Rehabilitation - \$5,995,059

Fund	6064		
Project	4020901510		
Source Amount -	\$4,496,294	Source Amount -	\$1,498,765
Source	1000	Source	6000
Type	10001000	Type	60006001
Year	2014	Year	0000

Runway 18L High Speed Taxiway - \$2,823,992

Fund	6064		
Project	4020901511		
Source Amount -	\$2,117,994	Source Amount -	\$705,998
Source	1000	Source	6000
Type	10001000	Type	60006001
Year	2014	Year	0000

South Cargo Ramp Expansion - \$6,949,748

Fund	6064		
Project	4020901512		
Source Amount -	\$5,212,311	Source Amount -	\$1,737,437
Source	1000	Source	6000
Type	10001000	Type	60006001
Year	2014	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

RESOLUTION

Extract from the minutes of a regular meeting of the Charlotte City Council held on August 25, 2014.

The following resolution was introduced by _____, seconded by _____, considered and adopted.

Resolution authorizing, adopting, approving, accepting and ratifying the execution of the grant agreement for the AIRPORT IMPROVEMENT PROGRAM (3-37-0012-72-2014) between the United States of America and the City of Charlotte, North Carolina.

Be it resolved, by the City Council of The City of Charlotte, North Carolina

SECTION 1. That said City Council hereby authorizes, adopts, approves, accepts and ratifies the execution of a Grant Agreement between the Federal Aviation Administration on behalf of the United States of America and the City of Charlotte, North Carolina

SECTION 2. That the Execution of said Grant Agreement in quadruplicate on behalf of said City Council by Brent Cagle, Interim Aviation Director and the impression of the official seal of the City of Charlotte and the attestation by Stephanie Kelly; City Clerk is hereby authorized, adopted, approved, accepted and ratified.

SECTION 3. That the Interim Aviation Director is hereby authorized to execute payment requests under these Grant Agreements on behalf of said City of Charlotte.

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$1,217,633.64 FOR A CONTRACT WITH BERRY, HAYNIE AND ASSOCIATES, INC. FOR ENERGY INFRASTRUCTURE IMPROVEMENTS, AND A CONTRACT WITH FROEHLING & ROBERTSON, INC. FOR TESTING SERVICES

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

Section 1. That the sum of \$1,217,633.64 is hereby appropriated from the Aviation Discretionary Fund for contracts with the following vendors:

*Brooks, Berry, Haynie and Associates, Inc. for \$1,168,395.64

*Froehling & Robertson, Inc. for \$49,238

Section 2. That the sum of \$1,217,633.64 is hereby appropriated in the Aviation Community Investment Plan Fund

Fund 6064

Project 4020902994

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$1,599,025.85 FOR AIRPORT YORKMONT ROAD/OLD TERMINAL PARKING IMPROVEMENTS

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

Section 1. That the sum of \$1,599,025.85 is hereby appropriated from the Aviation Discretionary Fund for contracts with the following vendors:

*Blythe Development Co. in the amount of \$1,521,005.85 for construction improvement

*On-Spec Engineering in the amount of \$18,020 for testing services

*Duke Energy in the amount of \$60,000 for the installation of LED street lights

Section 2. That the sum of \$1,599,025.85 is hereby appropriated in the Aviation Community Investment Plan Fund

Fund 6060

Project 4020906341

Source 5000

Type 50009000

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

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5405-X, THE 2014-2015 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$397,121 FOR A CONTRACT WITH STV INC. FOR TRAFFIC ANALYSIS AND MODELING ASSOCIATED WITH THE TERMINAL ELEVATED ROADWAY PROJECT

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

Section 1. That the sum of \$397,121 is hereby appropriated from the Aviation Discretionary Fund for the contract with STV Inc.

Section 2. That the sum of \$397,121 is hereby appropriated in the Aviation Community Investment Plan Fund

Fund	6069
Project	4020905512
Source	3100
Type	31001120
Year	0000

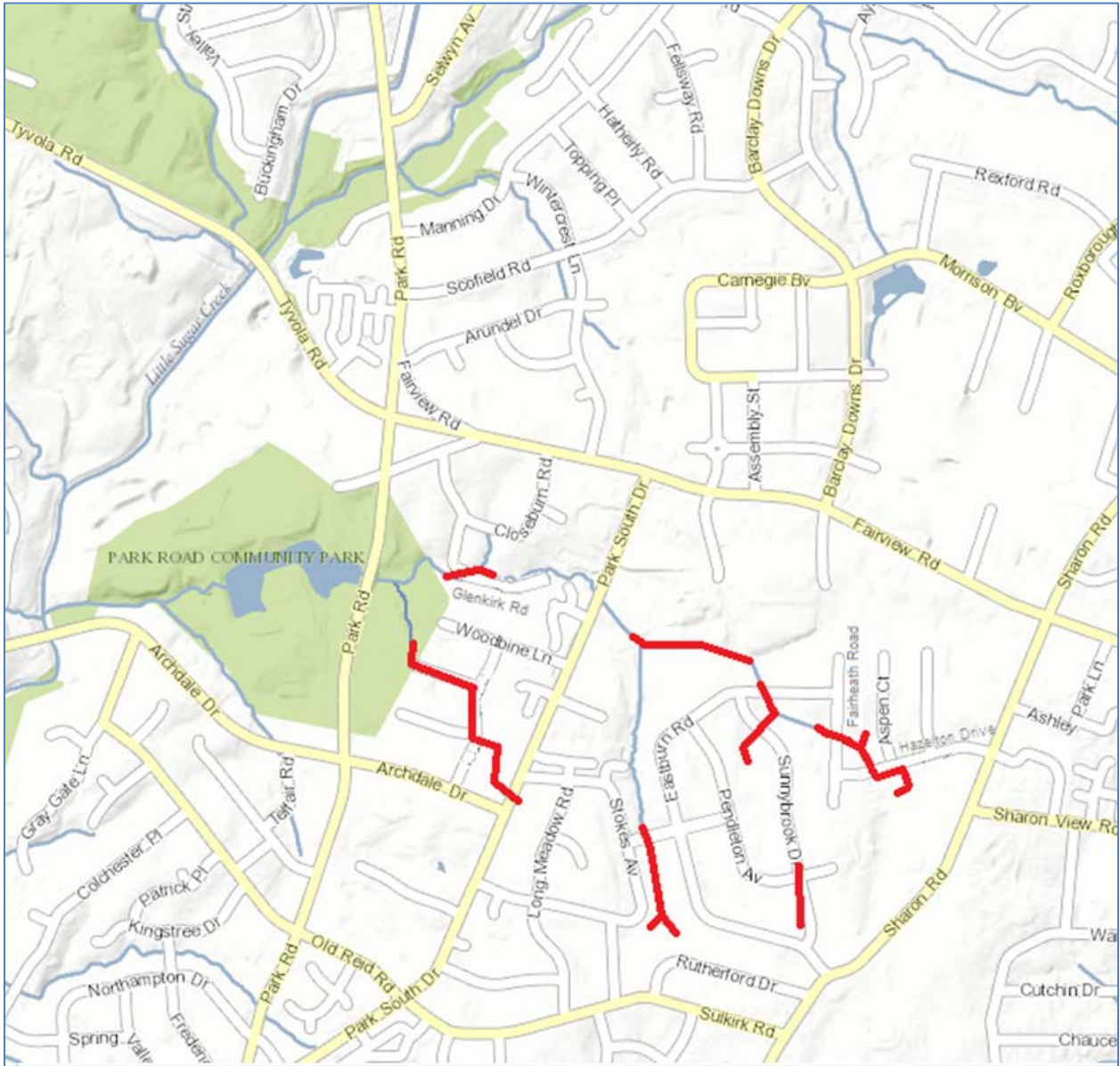
Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.

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



Location Map: Eastburn Storm Drainage Improvements (Council District 6)

**STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG
CITY OF CHARLOTTE**

**RESTATED INTERLOCAL AGREEMENT
FOR ENVIRONMENTAL DATA MANAGEMENT SYSTEM**

THIS RESTATED INTERLOCAL AGREEMENT FOR ENVIRONMENTAL DATA MANAGEMENT SYSTEM (the “Agreement”) is entered into as of _____, 2014 (the “Effective Date”) by and between the CITY OF CHARLOTTE, a North Carolina municipal corporation (the “City”) and MECKLENBURG COUNTY, a political subdivision of the State of North Carolina, (the “County”).

STATEMENT OF BACKGROUND AND INTENT

A. On July 2, 2004, the City and the County jointly sent out a Request for Proposals for an environmental data management system to assist the City and County in managing storm water data, and to provide electronic access by the City, the County and the public to all appropriate environmental data (the “RFP”).

B. GeoAnalytics, Inc. (“GeoAnalytics”) submitted a proposal in response to the RFP, and the City and County negotiated and entered into a Master Agreement for System Integration with GeoAnalytics (the “MASI”) to design, implement, license and maintain an environmental data management system (the “System”). The System was built around a software application called CityWorks, which was and is owned by Azteca Systems, Inc. (“Azteca”).

C. In April 2006, before the System went into operation, the City and County entered into an Interlocal Agreement governing how the City and County would allocate management responsibilities and costs for shared use of the System (the “Interlocal Agreement”). The Interlocal Agreement provided that the County would be the lead agency in managing the System, and that the cost of maintaining the System would be shared 50% to the County and 50% to the City.

D. In July, 2010, after the System had been in successful operation for several years, the County began dealing directly with Azteca for licensing and maintenance of the System.

E. Since the 2006 Interlocal Agreement, the City’s use of the System has increased relative to that of the County. To reflect this change in usage, the City and the County desire to amend and restate the Interlocal Agreement to have the City assume responsibility for managing the System. The parties also desire to make other more minor changes, all as set forth more specifically herein.

G. North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City and the County to enter into an interlocal agreement regarding joint operation of the System.

NOW THEREFORE, for and in consideration of mutual promises to each as herein after set forth, the City and the County hereby amend and restate the Interlocal Agreement to read as follows:

1. **Purpose.** The purpose of this Agreement is to establish terms governing the joint operation, funding and future development of the System by the City and the County.
2. **Definitions.** For purposes of this Agreement, the following terms shall have the meanings set forth below:
 - 2.1. **Agreement:** This Restated Interlocal Agreement For Environmental Data Management System.
 - 2.2. **Azteca Contract:** Any contract in effect at any time between Azteca and either the City or the County for licensing and maintenance of Azteca software that is part of the System.
 - 2.3. **Business Project Managers:** The City and the County shall designate an individual, or individuals, to serve as its Business Project Manager for the purpose of coordinating resources, facilitating communication about the System, making decisions about the System and performing the other responsibilities assigned to the Business Project Managers under **Exhibit B**. The City or County may change the identity of their Business Project Managers upon 10 days prior written notice to each of the other Departments' Business Project Managers. The Business Project Managers as of the Effective Date are identified in **Exhibit C**.
 - 2.4. **City Infrastructure:** The City computer network and City user desktops.
 - 2.5. **Company:** Azteca Systems Inc. The term "Company" shall also mean any successor in interest to Azteca (whether by merger, acquisition, assignment or other transfer), or any entity that assumes the rights and/or obligations of Azteca under its contracts with the City or County.
 - 2.6. **County Infrastructure:** The County computer network and County desktops.
 - 2.7. **Days:** Each reference to "days" in this Agreement shall mean calendar days, unless stated otherwise.
 - 2.8. **Department:** A department or division of either the City or the County.
 - 2.9. **Effective Date:** The date set forth in the first sentence of this Agreement.
 - 2.10. **Executive Sponsorship Committee:** The Executive Sponsorship Committee shall consist of the Director of each participating Department, and shall be the first level of dispute resolution as provided in Section 12. The individuals comprising the Executive Sponsorship Committee as of the Effective Date are listed in **Exhibit C**.
 - 2.11. **Fiscal Year:** The fiscal year of the City and the County - which begins on July 1st and

ends on June 30th.

- 2.12. Infrastructure Software:** The software necessary to operate the System Hardware that is not licensed to the parties under the Azteca Contract.
- 2.13. Maintenance Fee:** The annual maintenance fee payable to the Company under the Azteca Contract.
- 2.14. MASI:** The Master Agreement for System Integration entered into by the City and the County with GeoAnalytics, Inc. in or about July, 2005 for the design, implementation, and licensing and maintenance of the System. The MASI was superseded by the Azteca Contract in 2010.
- 2.15. Program Managers.** The City and County shall designate an individual, or individuals, to serve as Program Managers for the purpose communicating with the Company and performing the other responsibilities assigned to the Program Manager under and Exhibit B. The City or County may change the identity of their Program Manager upon 30 days prior written notice to the Company and to each of the Business Project Managers.
- 2.16. Project Team.** The Project Team will consist of personnel appointed by the Executive Sponsorship Committee. Member appointments will be based on technical expertise, likely interaction with the System and resource availability. The Executive Sponsorship Committee will maintain control over Project Team members for scheduling and administrative matters.
- 2.17. Service Level Agreement:** The any service level agreement entered into by the parties regarding management and performance of the System, provided that to be valid a Service Level Agreement must be signed by the City Manager and County Manager or their designees, and must specifically reference this Agreement.
- 2.18. System:** The term “System” shall mean: (a) the environmental data management system as implemented for the City and County by the Company; (b) all hardware and software necessary to operate such environmental data management system (other than desktops and the County or City’s internal network); and (c) all updates, enhancements, and customizations to each of the forgoing.
- 2.19. System Costs:** The annual Maintenance Fee payable to the Company under the Azteca Contract, and any additional costs for software, hardware and services relating to the System that the parties agree in writing to share under this Agreement. The System Costs as of the Effective Date are identified in **Exhibit A**. Costs that relate to the System but are solely for the benefit of one party or the other are not System Costs and will not be shared absent prior written agreement to the contrary.
- 2.20. System Hardware:** All hardware and equipment acquired for use in connection with the System. The System Hardware as of the Effective Date is listed in **Exhibit A**.

2.21. System Software: All software that is licensed to the parties under the Azteca Contract, and all other software that becomes part of the System. The Software as of the Effective Date is listed in **Exhibit A**.

3. Ownership of the System. The System will be jointly owned by the City and the County. All System Software will be jointly licensed to the City and the County.

4. Cost Allocation and Payment of System Costs.

4.1. Payments to the Company. The City will pay the annual Maintenance Fee to the Company within the time period required by the Azteca Contract. The City will pay any other System Costs within the time required by the applicable contract(s).

4.2. Allocation of System Costs between City and County. The County will reimburse the City for fifty percent (50%) of the System Costs referenced in **Exhibit A**. Unless the parties agree in writing otherwise, this same cost allocation will apply to any additional System Costs for System Software, System Hardware or services that the parties mutually agree in writing to procure and add to this Agreement. Any agreement to vary the cost allocation set forth above for new System Costs shall be set forth in a written addendum to this Agreement, and shall be signed by the City Manager and the County Manager.

4.3. Timing of Reimbursement by the County. The City will invoice the County for the County's share of System Costs upon the City's receipt of the applicable invoices, and will provide all documentation reasonably requested by the County to verify such payments. The County will reimburse the City within sixty (60) days after receiving the City's invoice and any requested documentation.

4.4. Disputes as to Payment of the Company. If either the City or the County objects to the payment of any amount invoiced to the City for System Costs, then the party objecting to payment shall notify the other party in writing of the basis for its objection within fifteen (15) days after the objecting party's receipt of the disputed invoice. If the City and the County disagree as to whether a particular invoice should be paid in full, they will seek to resolve the matter in accordance with the dispute resolution procedures set forth in Section 15 of this Agreement, and in such event: (a) both parties will use best efforts to resolve the matter as expeditiously as possible; and (b) the City will withhold payment until matter has been resolved. Notwithstanding the forgoing, if the parties have not agreed whether to pay an invoice within twenty (20) days after receipt of a written notice of default from the Company, then either party shall be entitled to pay the invoice and have the cost of such payment allocated between the City and the County through the dispute resolution process set forth in Section 12 based all surrounding circumstances (including without limitation whether valid grounds existed for withholding payment, any harm suffered by the objecting party as a result of the payment not being withheld and any benefits that accrued to the objecting party as a result of the payment).

5. City and County Responsibilities Regarding System.

5.1. Equal Authority. The City and the County will each have an equal vote and decision making authority regarding all decisions that need to be made regarding the System, including without limitation vendor customization and new development, selection of System features, acceptance or rejection of deliverables, vendor-provided training, performance criteria and timing of implementation, whether to install upgrades and enhancements, the timing of upgrades and enhancements, the addition of new users or Departments (except as provided in Section 11), maintenance and support issues and all other matters regarding implementation of the System or maintenance and support of the System. No action will be taken with on any decisions regarding the System without the prior written consent of both the City and the County. Any disputes that might arise with regard to any aspect of the System will be resolved in accordance with the dispute resolution process set forth in Section 12 of this Agreement.

5.2. City and County Responsibilities. The City's and County's respective responsibilities regarding operation and maintenance of the System are set forth in **Exhibits B**.

- 6. System Hardware.** The County and the City shall each own, pay for and maintain all Hardware that supports their individual use of the System. Neither shall own nor be responsible for Hardware that is used to support the other's use of the System, and such Hardware shall not be included in the System Costs.
- 7. Other Contracts Affecting the System.** After execution of this Agreement, neither party will execute any additional software licenses or other agreements that would become part of the System or affect the use or operation of the System without the other party's prior written consent. Any licenses executed by either party for software that would become part of the System or affect the use or operation of the System shall name the City and the County as co-licensees. Each party represents and warrants that, aside from the MASI, the Azteca, neither of them has entered into any software license or other agreements as of the Effective Date regarding software that would become part of the System or affect the use or operation of the System, other than those identified in **Exhibit A** (if any).
- 8. Service Level Agreement.** The County and the City will each operate and manage the System so as to comply with any Service Level Agreement that may be agreed to in writing from time to time, provided that in order to be valid a Service Level Agreement must be signed by the City Manager and County Manager or their designees, and must specifically reference this Agreement. The parties may amend the Service Level Agreement from time to time through written amendments executed by the City Manager and County Manager or their designees.
- 9. Term.** 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.
- 10. Termination.** This Agreement may be terminated upon the following terms and conditions:

10.1. Mutual Consent. The parties may terminate this Agreement by mutual written consent of the City Manager and County Manager under such terms as may be agreed to by the parties.

10.2.Termination Without Cause.

10.2.1. By One Party: Either party may unilaterally terminate this Agreement without cause upon twelve (12) months prior written notice to the other party, provided that the party electing to terminate shall discontinue using the System upon termination of this Agreement. Termination under this provision shall not relieve either party of any payment obligations that have accrued prior to the effective date of termination, provided that the terminating party shall have no obligation to pay any portion of the System Costs that accrue after termination or any other costs that accrue after termination.

10.2.2. By Both Parties: In the event either party elects to unilaterally terminate this Agreement without cause pursuant to Section 10.2.1, the other party shall have the right to make it a mutual termination without cause by providing written notice to the terminating party within sixty (60) days after receipt of the terminating party's written termination notice. In the event written notice of mutual termination is sent within this time period, then both parties shall terminate the Azteca Contract and any other contracts under which System Costs are then or will subsequently be due. In such event any outstanding payment obligations shall be divided between them as though this Agreement were still in effect, provided that the party that first gave notice of termination under Section 10.2.1 shall not be liable for any obligations (such as renewal of software maintenance fees) that were incurred after the other party received written notice of unilateral termination under Section 10.2.1. If either party begins using the System again within three (3) years after such mutual termination takes effect, then the party that starts using the System again shall within sixty (60) days after starting to use the System reimburse the other party for any payments made by the other party pursuant to this Section.

10.3.Material Breach. Upon the occurrence of a Material Breach as defined in Section 10.3.1 and a failure to cure by the breaching party after receipt of written notice of default as set forth in Section 10.3.2, the non-breaching party shall have the right to exercise the remedies set forth in Section 10.3.3.

10.3.1. Definition of Material Breach. Each of the following shall constitute a "Material Breach" for purposes of this Agreement:

10.3.1.1. County Failure to Pay: Failure by the County to make any payment to the City required under Sections 4 or 5 within the time period set forth therein;

10.3.1.2. City Failure to Pay: Failure by the City to make any payment to the Company required under Sections 4 or 5 of this Agreement within the time required by the Azteca Contract (unless the County has objected to such payment);

10.3.1.3. Default Under the Azteca Contract: Breach of the Azteca Contract by either party (other than a failure to pay, which is covered by Section 10.3.1.2); or

10.3.1.4. Failure to Grant Access: Failure by either party to grant the other party access to use the System as required by this Agreement.

10.3.2. Opportunity to Cure.

10.3.2.1. Material Breaches that Require Opportunity to Cure. Upon the occurrence of a Material Breach under Sections 10.3.1.1, 10.3.1.2, 10.3.1.3 or 10.3.1.5, the non-breaching party (if it desires to exercise the remedies set forth in Section 10.4) shall provide written of the Material Breach to the breaching party (the “Notice of Breach”). The Notice of Breach must identify the Material Breach, state what outcomes must occur for the breach to be cured and state that the non-breaching party may exercise its rights under Section 10.4 of this Agreement if the breach is not cured within the applicable cure period set forth herein. The applicable cure periods are:

10.3.2.1.1. County Failure to Pay: thirty (30) days after the County’s receipt of the Notice of Breach from the City.

10.3.2.1.2. City Failure to Pay or Other Default Under the Azteca Contract: the sooner of: (a) thirty (30) days after the breaching party’s receipt of the Notice of Breach from the other party to this Agreement; or (b) fifteen (15) days after the breaching party’s receipt of a notice of default from the Company under the Azteca Contract. Notwithstanding the forgoing, if the non-breaching party receives no notice of the breach: (a) then on-breaching party shall not be required to provide a Notice of Breach, and (b) the cure period for the breaching party shall be fifteen (15) days after the breaching party’s receipt of a written notice of default from the Company under the Azteca Contract.

10.3.2.1.3. Failure to Grant Access: three (3) days after the breaching party’s receipt of the Notice of Breach from the other party to this Agreement.

10.4. Remedies for Material Breach. In the event of a Material Breach and failure to cure within the applicable cure period set forth in Section 10.3 (if any), the non-breaching party shall be entitled to exercise one or more of the following remedies:

10.4.1.1. Elect to assume the role of the other party under this Agreement pursuant to Section 11 of this Agreement;

10.4.1.2. Terminate this Agreement for default;

10.4.1.3. Seek injunctive relief for enforcement of this Agreement; or

10.4.1.4. Seek damages or any remedy other than termination available at law or at equity for failure to comply with this Agreement.

Notwithstanding the forgoing, the non-breaching party shall attempt to resolve the matter by proceeding through Step 2 of the dispute resolution process set forth in Section 15 prior to exercising any of the remedies set forth above. Additionally, no termination for default by the City shall be effective unless authorized by the City Manager or an Assistant City Manager, and no termination for default by the County shall be effective unless authorized by the County Manager or a General Manager.

11. Role Reversal. In the event of a Material Breach, the non-breaching party to this Agreement shall be entitled to assume the role of the other party in accordance with the following terms:

11.1. The party entitled to initiate the role reversal shall provide written notice to the other party at least 60 days before the role reversal shall take effect (the date the role reversal takes effect being the “Role Reversal Date”);

11.2. At least thirty (30) days prior to the Role Reversal Date, the City and the County will notify the Company that the County will assume responsibility for payment of amounts due under the Azteca Contract;

11.3. The City will assume all rights and obligations of the County that accrue on or after the Role Reversal Date under Sections 4, 5, 6, 7, 9, 10 and 14 of this Agreement, and under **Exhibits B and C** of this Agreement and any Service Level Agreement that may then be in effect;

11.4. The County will assume all rights and obligations of the City under that accrue on or after the Role Reversal Date under Sections 4, 5, 6, 7, 9, 10 and 14 of this Agreement, and under **Exhibits B and C** of this Agreement and any Service Level Agreement that may then be in effect; and

11.5. Neither party shall be liable for any obligations of the other party that accrued prior to the Role Reversal Date.

12. Dispute Resolution. All disputes and differences that may arise between the City and the County with respect to any matters relating to the System will be resolved in accordance with the dispute resolution procedures set forth below.

12.1. Step 1: The first step in resolving a dispute will be to present it in writing to the Executive Sponsorship Committee (the “Dispute Notice”). Either party shall be entitled to submit a Dispute Notice to the Executive Sponsorship Committee, and the Dispute Notice Date shall be the date it is emailed or hand delivered to the members of the Executive Sponsorship Committee. In the event both parties submit a Dispute Notice relating to the same dispute, the two shall be combined into one, and the time periods set forth in this Agreement shall run from the earliest Dispute Notice Date. Upon receipt of a Dispute Notice, the Executive Sponsorship Committee will promptly meet and in good faith, recognizing the City’s and County’s mutual interests, attempt to reach a just and equitable solution which is acceptable to both parties.

12.2.Step 2: If the Executive Sponsorship Committee does not resolve the dispute to the satisfaction of both parties within seven (7) days after the Dispute Notice Date, the next step will be for the Director of the City’s Engineering and Property Management Department (the “City Engineering Director”) and the Director of the County’s Land Use and Environmental Services Department (the “County LUESA Director”) to attempt to resolve the matter. The City will be responsible for providing all necessary background information to the City Engineering Director, and the County will be responsible for providing all necessary background information to County LUESA DIRECTOR. Upon receipt of a Dispute Notice, the City Engineering Director and the County LUESA DIRECTOR will promptly consult and negotiate and in good faith attempt to reach a just and equitable solution which is acceptable to both parties.

12.3.Step 3: If the City Engineering Director and the County LUESA DIRECTOR do not resolve the dispute within fourteen (14) days after the Dispute Notice Date, then either party shall be entitled to submit the dispute to mediation with the American Arbitration Association (“AAA”) by filing a written request for mediation with AAA and simultaneously providing the other party with a copy of such request. The written request will contain a brief statement of the nature of the dispute and the name and telephone numbers of at least two contact persons who represent the City on the Executive Sponsorship Committee and two contact persons who represent the County on the Executive Sponsorship Committee. The mediation will be administered by AAA under its Commercial Mediation Rules, with the following exceptions:

(a) Selection of Mediator. The Commercial Mediation Rule governing selection of the mediator (current Rule 4) is revised as follows: The mediator shall be selected by a listing process. Upon receipt of a request for mediation, AAA shall provide each party with a list of proposed neutral, third party mediators who have the background and experience necessary to understand the technology issues relevant to the dispute. Each party will then be given seven (7) days from the receipt of this list to strike all names deemed unacceptable, number the remaining names in order of preference, and return the list to AAA. AAA will promptly select a mediator from the names remaining on the list, in the designated order of mutual preference and mediator availability. Every effort will be made by the parties and AAA to conduct the mediation within ten (10) days after selection of a mediator.

(b) Written Memorandum: Despite any provisions to the contrary in the Commercial Mediation Rules, neither party shall be required to submit a written memorandum to the mediator prior to mediation. Either party shall be entitled to submit a memorandum if it so desires. The parties will be expected to bring to each mediation session all information reasonably required for the mediator to understand the issues presented. The mediator may require either party to supplement its information if the mediator reasonably deems such supplemental information to be necessary or desirable for purposes of resolving the dispute.

(c) Authority of the Mediator. The Commercial Mediation Rule governing the authority of the mediator (currently Rule 10) is revised as follows: The mediator does not have the authority to

impose a settlement on the parties but will attempt to help them reach a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral recommendations to them regarding settlement. The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation would not contribute to a resolution of the dispute between the parties. In the event mediation is terminated without resolution of the dispute, the mediator will prepare and submit to the parties a brief written report setting forth: (i) a summary of the final position of each party with regard to the dispute; and (ii) a proposed resolution which in the mediator's judgment best serves the needs of the customers of the System as a whole.

12.4. Step 4: If the parties do not resolve the dispute within forty-five days after the Dispute Notice Date, then either party shall be entitled to submit the dispute to arbitration with the American Arbitration Association ("AAA") by filing a written request for arbitration with AAA and simultaneously providing the other party with a copy of such request. The written request will contain a brief statement of the nature of the dispute and the name and telephone numbers of at least two contact persons who represent the City on the Executive Sponsorship Committee and two contact persons who represent the County on the Executive Sponsorship Committee. The arbitration will be administered by AAA under its Commercial Arbitration Rules, with the following exception:

- (a) Selection of Arbitrator. The Commercial Arbitration Rule governing selection of the arbitrator is revised as follows: The arbitrator shall be selected by a listing process. Upon receipt of a request for arbitration, AAA shall provide each party with a list of proposed neutral, third party arbitrators who have the background and experience necessary to understand the technology issues relevant to the dispute. Each party will then be given seven (7) days from the receipt of this list to strike all names deemed unacceptable, number the remaining names in order of preference, and return the list to AAA. AAA will promptly select an arbitrator from the names remaining on the list, in the designated order of mutual preference and arbitrator availability. Every effort will be made by the parties and AAA to conduct the mediation within thirty (30) days after selection of an arbitrator.
- (b) Expenses. Notwithstanding anything contained in the contrary to the Commercial Arbitration Rules: (i) the expenses of witnesses for either side shall be paid by the party producing such witnesses; and (ii) all other expenses of the arbitration, including required travel and other expenses of the arbitrator, AAA representatives, and any witness and the cost of any proof produced at the direct request of the arbitrator, shall be borne equally by the parties.

12.5. Time is of the Essence. The parties acknowledge that time is of the essence in resolving disputes relating to the System. Accordingly, each party agrees to use its best efforts and cooperate in good faith to conduct the mediation and arbitration of all such disputes as expeditiously as possible.

12.6. Representatives at Mediation and Arbitration. Each party shall be entitled to have up to eight (8) representatives at a mediation or arbitration conducted in accordance with this

Section.

12.7. Mutual Agreement as to Mediator or Arbitrator. In the event the parties are able to mutually agree upon a mediator or arbitrator on their own without going through AAA, they shall be entitled to do so. In such event, the mediation or arbitration shall be governed by AAA's Commercial Mediation Rules or Commercial Arbitration Rules, with the exceptions set forth above, and excluding all references to AAA unless otherwise agreed to by the parties.

13. Miscellaneous

13.1. 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 Business Project Managers for the respective parties, except that any notice relating to a breach or default by either party under this Agreement shall also be sent to the following:

For The City

Jeb Blackwell
City Engineering Director
Engineering and Property Management
City of Charlotte
600 E Fourth Street
Charlotte, NC 28202
Phone: 704-336-3656
FAX: 704-336-6586
Email: jblackwell@ci.charlotte.nc.us

For The County

Dave Canaan
Director, County Water & Land Resources
Water & Land Resources
Mecklenburg County
700 North Tryon Street
Charlotte, NC 28202
Phone: 704-336-3725
FAX: 704-336-3846

Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice that is sent by telefax shall also be simultaneously sent by mail deposited with the U.S. Postal Service, personal delivery 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.

13.2. Amendment. No Amendment to this Agreement shall be valid unless in writing and approved by the Charlotte City Council and the Mecklenburg County Board of Commissioners except for amendments authorized by this Agreement to be approved and executed by the City Manager and County Manager.

13.3. 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 the exercise of any remedies 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 party unable to perform or other acts or circumstances outside such party's reasonable control.

13.4. Right to Audit. Either party shall have the right to audit at its own expense any of the other party's records associated with the System, 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 in Charlotte on reasonable notice during regular business hours.

13.5. Waiver. A waiver or any breach of any provision of the Agreement shall not constitute or operate as a waiver of any other provision, nor shall failure to enforce and provision hereof operate as a waiver of the enforcement of such provision or any other provision.

13.6. 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 invalid or 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 valid and enforceable while preserving its intent.

13.7. Entirety of Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and 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.

13.8. Survival. 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.

13.9. Exhibits. Each of the following Exhibits attached to and incorporated into this Agreement by reference:

Exhibit A: License and Maintenance Costs

Exhibit B: Parties' Responsibilities

Exhibit C: Project Managers and Committees

Exhibit D: Service Level Agreement

The parties have caused this Agreement to be executed as of the date first stated in the beginning

of this Agreement by authority duly granted by the Charlotte City Council and the Mecklenburg County Board of Commissioners.

CITY OF CHARLOTTE

COUNTY OF MECKLENBURG

City Manager

General Manager

Clerk to the Board

Approved as to form:

County Attorney

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

**Director of Finance
City of Charlotte**

**Director of Finance
Mecklenburg County**

EXHIBIT A
To
INTERLOCAL AGREEMENT

Licensing and Maintenance Costs

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System (the “Agreement”) between Mecklenburg County (the “County”) and the City of Charlotte (the “City”). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement, or, if such term is not defined in the Agreement, then in the MASI, and if not in the MASI, then in applicable contract with the vendor referenced below.

Below is a description of the Software and hardware comprising the System as of the Effective Date. The System Costs as of the Effective Date include all licensing and maintenance fees relating the Software licenses. Each party will pay its own hardware costs.

Description of Current Software Licenses:

- Site license for Cityworks Server AMS & Desktop, Anywhere, Service Request API, Storeroom, WorkOrder Web Service API and Work Order API, and 10 Server PLL Logins for the City of Charlotte only.
- *Cityworks Site License*: Site license for Cityworks for ArcGIS, Cityworks Standalone, Cityworks Wireless and Cityworks Server

Description of the System Hardware Currently Maintained by the City:

- A database server
- 2 ArcGIS Servers
- 2 Application servers
- 1 File/image server

Description of System Hardware Maintained by the County

- . A database server
- A web application server
- 2 ArcGIS Servers

EXHIBIT B

**To
INTERLOCAL AGREEMENT**

City and County Responsibilities Regarding The System

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System (the “Agreement”) between Mecklenburg County (the “County”) and the City of Charlotte (the “City”). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement, or, if such term is not defined in the Agreement, then in the MASI or in the Azteca Contract.

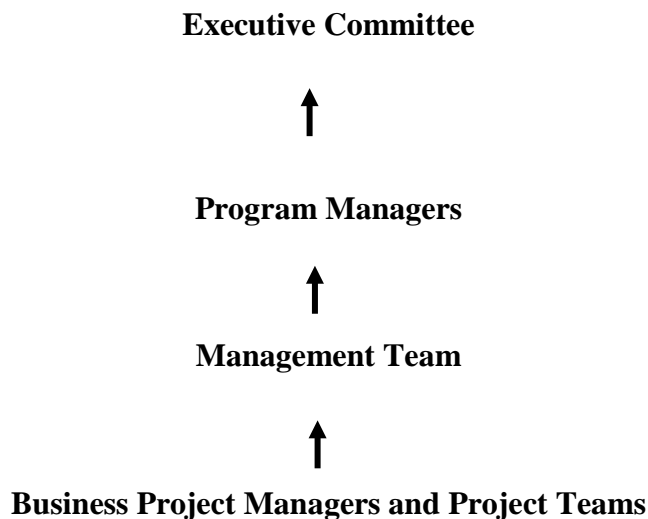
County Responsibilities:

- 1.1.1. Maintaining and operating the County Infrastructure; and
- 1.1.2. Managing any databases that are the responsibility of the County.

City Responsibilities: The City shall be responsible for:

- 1.1.3. Maintaining and operating the City Infrastructure; and
- 1.1.4. Managing any databases that are the responsibility of the City.

2. Team and committee roles: The roles of the Project Team, Management Team, Program Managers and Executive Sponsorship Team are as follows:



3. Duties of the Program Managers: The City and County Program Managers shall have the following responsibilities:

- 3.1. Coordinating to fulfill the City’s and County’s obligations under the Azteca Contract, this

Agreement and any other applicable contracts relating to the System;

- 3.2. Promptly responding to the Company's Project Manager when consulted in writing or by e-mail with respect to System issues;
- 3.3. Acting as the Department's point of contact for all aspects of the System, including contract administration and coordination of communication with the Department's staff;
- 3.4. Coordination of the Department's resources whenever required in connection with System updates and enhancements;
- 3.5. Be responsible for the overall schedule, cost (budget) and quality of EDMS;
- 3.6. Monitor System performance and approve changes to plans and schedules previously approved;
- 3.7. Resolve any policy, procedural or operational concerns in a timely fashion, as required.

In the event of vacation, illness or training, the Program Manager shall appoint a designee to serve in his or her temporary absence.

4. **Duties of the Project Managers.** The Project Managers will have the following responsibilities:

- 4.1.1. Serving as the liaison with the Customer Sponsors;
- 4.1.2. Leading the Project Team and serving as an ex officio member of the Management Team;
- 4.1.3. Developing, maintaining and publishing schedules as may be required from time to time for implementing updates and enhancements, etc;
- 4.1.4. Establishing and communicating Project Team member roles and responsibilities;
- 4.1.5. Communicating plans and activity statuses regarding the System to the Project Team, the Management Team, and others
- 4.1.6. Developing and reviewing action items regularly and maintain team accountability;
- 4.1.7. Identifying problems proactively and correct them;
- 4.1.8. Negotiating overall technical decisions for the Project;
- 4.1.9. Managing the overall System operation through cooperation with other Project Team members;

4.1.10. Providing direction to team members on completion of task assignments and responsibilities;

4.1.11. Promoting teamwork among all Project Team and Management Team members; and

4.1.12. Scheduling and conducting status meetings and issuing appropriate communication and documentation in support of decisions.

5. **Duties of the Management Team.** The Management Team will have the following responsibilities

5.1. Establish EDMS goals and objectives;

5.2. Establish EDMS Project priorities as business needs dictate;

6. **Duties of Customer Sponsor(s):** All projects relating the System will be assigned a uniquely identifiable and accountable Customer Sponsor who will initiate and spearhead the formulation of resources and activities to support the project's objectives. The Customer Sponsor will be the person who can give direct insight as to why the proposed project is needed, what is required to facilitate the project, and how the project will assist in achieving City and County goals. In addition, the Customer Sponsor will be a direct link to the Project Team for direction during problem resolution and at key project milestones. The Project Manager will have explicit access to the Customer Sponsor at all times to ensure key Project milestones are met and problems are resolved through timely decision making and appropriate communication. The Customer Sponsor will be the lead decision-maker of the Management Team and will also be an ex officio member of the Project Team.

7. **Duties of the Project Team** The Project Team will have the following responsibilities:

7.1.1. Ensuring that the City and the County meet their obligations under the Azteca Contract and all other contracts relating to the System;

7.1.2. Developing and reviewing action items regularly;

7.1.3. Identifying problems proactively and correct them;

7.1.4. Participating in overall technical decisions relating to the System;

7.1.5. Helping to manage the overall System activities through cooperation with the Program Managers and the Business Project Managers; and

7.1.6. Performing and monitoring task assignments and responsibilities.

8. **Duties of the Executive Sponsorship Committee:** The Executive Sponsorship Committee

will:

- 8.1.1. Resolve consensus issues between the Program Managers;
- 8.1.2. Provide and/or determine project direction when requested.

EXHIBIT C
To
INTERLOCAL AGREEMENT

Project Managers and Committees

This Exhibit is incorporated into and made a part of the Interlocal Agreement for EDMS System between Mecklenburg County (the “County”) and the City of Charlotte (the “City”). Capitalized terms used in this Exhibit and not defined herein shall have the meanings set forth in the Agreement.

1. PROGRAM MANAGERS:

COUNTY

County Program Manager
For EDMS
Mecklenburg County
Water & Land Resources
700 North Tryon Street
Charlotte, NC 28202
Phone: 704-432-0083

CITY

Cityworks Business Systems Manager
City of Charlotte
Engineering / CMUD
600 East 4th Street
Charlotte, NC 28202
Phone: 704-336-2946
Phone: 704-432-4740

2. BUSINESS PROJECT MANAGERS:

Work Asset Management Specialist
City of Charlotte
Engineering / Utilities
600 East 4th Street
Charlotte, NC 28202
Phone: 704-336-8997
Phone: 704-432-4739

Cityworks Business Project Manager
Mecklenburg County
Water & Land Resources
700 North Tryon Street
Charlotte, NC 28202
Phone: 704-432-0083

3. **THE PROJECT TEAM.** The Project Team will consist of personnel appointed by the Executive Sponsorship Team. Member appointments will be based on qualification, likely interaction with the System and resource availability. The Executive Sponsorship Team will maintain control over Project Team members for scheduling and administrative matters.

4. **THE COUNTY/CITY MANAGEMENT TEAM.** As of the Effective Date, the County/City Management Team shall consist of the following individuals:

Silvio Conte	County Water Quality – IT Project Manager
Keith Jefferson	County Water & Land Resources – IT Project Manager
William Haas	City Engineering - Buildings
Jennifer Smith	City Engineering - Stormwater
John Lojko	City Engineering – Landscape Management
TBD	City Utilities
TBD	City Utilities
Joe Hack	LUESA Solid Waste (County)
Bruce Smith	GIS
Lisa Corbitt	LUESA Groundwater and Wastewater (County)
TBD	County IST
TBD	County IST

5. **THE EXECUTIVE SPONSORSHIP COMMITTEE.** The current members of the Executive Sponsorship Committee are:

The	Dave Canaan	Director, County Water & Land Resources
	Gwen Simmons	Director, County IST Applications and Data Division
	Jeb Blackwell	Director, City Engineering
	Barry Gullet	Director, City Utilities
	Bruce Gledhill	Director, County Solid Waste Services

City and the County shall each be entitled to change Project Managers or the members of the City/County Management Team at any time upon 3 days prior written notice to the Company and the Business Project Managers for each Department. The individuals serving on the Executive Sponsorship Committee are the Department Directors, and in the event of a personnel change among the Department Directors membership on the Executive Sponsorship Committee shall automatically transfer in that event to the new Director.

**CHARLOTTE, NORTH CAROLINA
CITY COUCIL**

**RESOLUTION RATIFYING EXECUTION OF THE RESTATED INTERLOCAL
AGREEMENT FOR THE ENVIRONMENTAL DATABASE MANAGEMENT
SYSTEM BETWEEN THE
CITY OF CHARLOTTE AND MECKLENBURG COUNTY**

WHEREAS, in July, 2005 the City of Charlotte (the “City”) and Mecklenburg County (the “County”) entered into a Master Agreement for System Integration to design, implement, license and maintain an environmental data management system built around a software application called CityWorks, owned by Azteca Systems, Inc.

WHEREAS, in April 2006, before the CityWorks System went into operation, the City and County entered into an Interlocal Agreement for Environmental Data Management System governing how the City and County would allocate administrative responsibilities and costs for shared use of the System (the “Interlocal Agreement”).

WHEREAS, the Interlocal Agreement named the County as lead agency in managing contracts for the System, with the cost of maintaining the System shared 50% by the County and 50% by the City.

WHEREAS, since the 2006 Interlocal Agreement, the City’s use of the System has increased relative to that of the County. To reflect this change in usage, the City and the County desire to amend the Interlocal Agreement to have the City assume management of the System contracts. The 50% split of annual cost remains the same.

WHEREAS, North Carolina General Statutes 153A-445(a)(1) and 160A-460 *et. seq.* authorize the City and the County to enter into an interlocal agreement regarding joint operation of the System; and

WHEREAS, N.C. Gen. Stat. 160A-461 requires that this agreement “be ratified by resolution of the governing board of each unit spread upon its minutes.”

NOW THEREFORE BE IT RESOLVED that the Charlotte City Council hereby:

1. Approves and ratifies the attached Restated Interlocal Agreement for the Environmental Data Management System with Mecklenburg County; and
2. Authorizes the City Manager to execute such Agreement in substantially the forms attached to this resolution and
3. Authorizes the City Manager to amend such Agreement from time to time in the circumstances set forth therein; and
4. Directs that this resolution be reflected in the minutes the Charlotte City Council.

Approved as to form:

City Attorney

ATTEST:

City Clerk

Exhibit - A (September 8, 2014 Council meeting)

computers =	376	
laptops =	75	
monitors =	190	
other =	201	
printers/copiers/scanners =	97	
servers =	29	
tv's =	29	
	<u>997</u>	items

CHARLOTTE CITY COUNCIL

Resolution Authorizing Donation of Personal Property

Whereas, North Carolina G.S. 160A-280 allows a city to donate any personal property that the governing board deems to be surplus, obsolete, or unused to a nonprofit organization and;

Whereas, the City Manager has recommended that the property listed on the attached Exhibit A (the “Property”) be declared as surplus; and

Whereas, the City Manager recommends that the Property be donated to Goodwill Industries of the Southern Piedmont; and

Whereas, City staff posted a public notice of the proposed donation at least five days prior to the adoption of this resolution;

Be it resolved, by the Charlotte City Council that the Property described on Exhibit A is declared surplus and that the City Manager or his designee is authorized to donate such Property to Goodwill Industries of the Southern Piedmont.

Adopted on this _____ day of _____, 2014

CERTIFICATION

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
46001	1967	Clark	190M	Pan/Dozer	62668	882 H	Age, mileage, and repairs
61262	1988	JCB	1700B	Backhoe	17BT2059/345023/7	8455 H	Age, mileage, and repairs
66399	1992	Ford	F250	Pickup Truck	1FTHF25H1NNA79734	124261	Age, mileage, and repairs
66400	1992	Ford	F250	Pickup Truck	1FTHF25H3NNA79735	88888	Age, mileage, and repairs
66657	1992	Ford	7000	Sweeper Truck	1FDXH70P5NVA34664	6148 H	Age, mileage, and repairs
70268	1995	Chevrolet	Astro	Van	1GNDM19W8SB197324	131153	Age, mileage, and repairs
70393	1995	Chevrolet	Box Van	Box Van	1GBGP32Z2S3316366	46696	Age, mileage, and repairs
70588	1996	Ford	F-350	Utility Truck	1FDJF37H5TEB22324	127576	Age, mileage, and repairs
70605	1996	Ford	E250	Van	1FTHE24H1THB48485	95150	Age, mileage, and repairs
71119	1997	Ford	E250	Van	1FTFE24LVHB95424	11615	Age, mileage, and repairs
72475	2000	Chevrolet	2500	Pickup Truck	1GCGC24U2YZ268473	111417	Age, mileage, and repairs
72645	2001	Chevrolet	Astro	Van	1GNDM19W41B128225	15135	Age, mileage, and repairs
74749	2004	Eldor.National	EZRider II	Bus (Odometer replaced mileage not correct)	1N9FMAC644C084008	40353	Age, mileage, and repairs
74750	2004	Eldor.National	EZRider II	Bus	1N9FMAC624C084010	309741	Age, mileage, and repairs
74752	2004	Eldor.National	EZRider II	Bus	1N9FMAC604C084006	330619	Age, mileage, and repairs
74753	2004	Eldor.National	EZRider II	Bus (Odometer replaced mileage not correct)	1N9FMAC664C084009	109680	Age, mileage, and repairs
75469	2005	Eldor.National	EZRider II	Bus	1N9FMAC665C084075	235148	Age, mileage, and repairs
76479	1993	Snorkel	A80RDZ	80' Personnel Lift	9309060493	4578 H	Age, mileage, and repairs
76559	2007	Eldor.National	EZRider II	Bus	1N9MMAC677C084242	272294	Age, mileage, and repairs
77450	2007	Designline	MKI Hybrid	Bus	7DL2200297A006046	123309	Age, mileage, and repairs
77451	2007	Designline	MKI Hybrid	Bus	7DL2200207A006047	113943	Age, mileage, and repairs
79704	2010	Designline	MKIV Hybrid	Bus	1D9352T34AC665027	68084	Age, mileage, and repairs
79705	2010	Designline	MKIV Hybrid	Bus	1D9352T36AC665028	60981	Age, mileage, and repairs
79706	2010	Designline	MKIV Hybrid	Bus	1D9352T38AC665029	31282	Age, mileage, and repairs
79707	2010	Designline	MKIV Hybrid	Bus	1D9352T34AC665030	70377	Age, mileage, and repairs
79708	2010	Designline	MKIV Hybrid	Bus	1D9352T36AC665031	61555	Age, mileage, and repairs
80163	2009	Designline	MKIV Hybrid	Bus	1D9422T389C665007	64277	Age, mileage, and repairs
80164	2009	Designline	MKIV Hybrid	Bus	1D9422T319C665009	78147	Age, mileage, and repairs
80165	2009	Designline	MKIV Hybrid	Bus	1D9422T389C665010	45527	Age, mileage, and repairs
ACB047	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U951249464	182428	**Scheduled for Decommission
ACB049	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U351247080	201204	**Scheduled for Decommission
ACB051	2005	Chevrolet	G-2500	Cargo Van	1GCGG25U851249391	204541	**Scheduled for Decommission
ACB052	2006	Chevrolet	G-2500	Cargo Van	1GCGG25U761167203	178797	**Scheduled for Decommission
ACB055	2006	Chevrolet	G-2500	Cargo Van	1GCGG25U761166911	141605	**Scheduled for Decommission
ACB058	2007	Chevrolet	G-2500	Cargo Van	1GCGG25U071157999	148093	**Scheduled for Decommission
ACB063	2008	Chevrolet	G-2500	Cargo Van	1GCGG25K081162636	146029	**Scheduled for Decommission

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
BMB033	2001	Ford	E-250	Cargo Van	1FTNE24L01HA73296	96140	Age, mileage, and repairs
BMU114	2000	Ford	RANGER	Pickup Truck	1FTYR10V0YTA23587	88137	**Scheduled for Decommission
CTA007	2004	Ford	TAURUS SW	Mid Size Station Wagon	1FAFP58U24A179836	147933	**Scheduled for Decommission
CTA008	2004	Ford	TAURUS SW	Mid Size Station Wagon	1FAFP58U44A179837	149716	**Scheduled for Decommission
CTA009	2004	Ford	TAURUS	Mid Size Sedan	1FAFP52U54A179838	147671	**Scheduled for Decommission
CTA065	2005	Ford	TAURUS	Mid Size Sedan	1FAFP53U75A267807	101583	**Scheduled for Decommission
CTA092	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W66X103604	130693	**Scheduled for Decommission
CTA101	2006	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU96H26KB36373	88831	**Scheduled for Decommission
CTA105	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WB58K869253176	136797	**Scheduled for Decommission
CTA107	2007	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU59H97KA49656	159909	**Scheduled for Decommission
CTA110	2006	Ford	EXPLORER	Mid Size SUV	1FMEU73856UB70176	221083	**Scheduled for Decommission
CTB159	2004	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP54L24R534219	131323	**Scheduled for Decommission
CTB163	2005	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP54L75R313376	130630	**Scheduled for Decommission
DTB183	2003	Chrysler	TOWN & COUNTRY	Paratransit Minivan	2C4GP44L03R278316	117849	**Scheduled for Decommission
DTB214	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P76HA93344	190596	**Scheduled for Decommission
DTB216	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P16HA93338	178908	**Scheduled for Decommission
DTB223	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P56HA97845	213388	**Scheduled for Decommission
DTB233T	2006	Ford	E-450 BUS	Paratransit Bus	1FDXE45P16HB01633	170130	**Scheduled for Decommission
DTB241	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1998F406098	205548	**Scheduled for Decommission
DTB247	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1938F406145	197317	**Scheduled for Decommission
DTB249	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1908F406278	191358	**Scheduled for Decommission
DTB253	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1958F415977	179444	**Scheduled for Decommission
DTB254	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1968F415874	179236	**Scheduled for Decommission
DTB257	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V19X8F415912	198014	**Scheduled for Decommission
DTB260	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1968F415891	200511	**Scheduled for Decommission
DTB261	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1998F416405	179180	**Scheduled for Decommission
DTB265	2008	Chevrolet	C-4500	Paratransit Bus	1GBE4V1918F406936	156919	**Scheduled for Decommission
F71463	1998	Spartan	GLADIATOR	Fire Ladder Truck	4S7AW4399WC024078	20009	Age, mileage, and repairs
F71837	1999	Freightliner	RESRV ENGINE 81	Fire Pumper Truck	4Z36ESEB4XRA61866	159751	Age, mileage, and repairs
F72022	2000	Spartan	RESRV ENGINE 86	Fire Pumper Truck	4Z36ESEBXYRG64225	165183	Age, mileage, and trans
F72051	2000	Spartan	RESERVE ENGINE 80	Fire Pumper Truck	4Z36ESEB5YRG64228	159121	**Scheduled for Decommission
F72052	2000	Freightliner	RESRV ENGINE 84	Fire Pumper Truck	4Z36ESZB0YRG69735	128046	Age, mileage, and repairs
F72053	2000	Freightliner	RESERVE ENGINE 85	Fire Pumper Truck	4Z36ESZB2YRG69736	117487	**Scheduled for Decommission
F72877	2001	Freightliner	RESERVE ENGINE 82	Fire Pumper Truck	4Z3AAACY01RH89036	147281	**Scheduled for Decommission
F74283	2003	Smeal	LADDER 32	Fire Ladder Truck	4S7AW2F923C044393	119943	**Scheduled for Decommission
FDA148	2003	Ford	TAURUS	Mid Size Sedan	1FAFP52U03A209973	77808	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
FDA167	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W86X134840	128191	**Scheduled for Decommission
FDA173	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W17X140108	145789	**Scheduled for Decommission
FDB071	2002	Ford	E-350	Cargo Van	1FTSE34F92HA04093	133166	**Scheduled for Decommission
FDU097	2004	Chevrolet	K-2500 C/C	Pickup Truck	1GCHK23224F214867	160046	**Scheduled for Decommission
FDU103	2005	Chevrolet	K-3500 C/C	Pickup Truck	1GCHK33255F907391	163543	**Scheduled for Decommission
LMA153	2006	Honda	CIVIC HYBRID	Small Sedan Hybrid	JHMFA36206S000173	158472	**Scheduled for Decommission
LMU468	2005	Ford	F-250	Pickup Truck	1FTNF20055EB40096	114443	**Scheduled for Decommission
LMU469	2005	Ford	F-150 EXT	Pickup Truck	1FTPX145X5FA33274	41675	Wrecked-Front End
NDU005	2005	Ford	F-150	Pickup Truck	1FTRF12245NA47116	130851	**Scheduled for Decommission
NDU009	2001	Chevrolet	C-1500	Pickup Truck	1GCEC14WX2Z157972	146190	Age, mileage, and repairs
NDU010	2002	Chevrolet	C-1500	Pickup Truck	1GCEC14W62Z158505	140848	Age, mileage, and repairs
PDA001	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BVXAX134450	102392	Age, mileage, and trans
PDA007	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BVXAX105711	135406	**Scheduled for Decommission
PDA016	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV1AX105712	128445	**Scheduled for Decommission
PDA023	1999	Chevrolet	TAHOE	Full Size SUV	1GNEK13R8XJ371449	131800	**Scheduled for Decommission
PDA027	2003	Ford	EXPEDITION	Full Size SUV	1FMPU16LX3LC14194	158398	**Scheduled for Decommission
PDA041	2005	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W45X180342	100076	**Scheduled for Decommission
PDA048	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M291196981	126638	Age, mileage, and repairs
PDA055	2007	Ford	EXPLORER	Mid Size SUV	1FMEU63897UB53599	118260	**Scheduled for Decommission
PDA080	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV0AX135591	114968	Age, mileage, and repairs
PDA090	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57MX91264492	101796	Age, mileage, and repairs
PDA104	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV4AX117191	144273	Age, mileage, and repairs
PDA110	2004	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W64X179790	92073	Age, mileage, and repairs
PDA130	2004	Ford	EXPLORER	Mid Size SUV	1FMZU73W74UB77319	193421	Age, mileage, and repairs
PDA138	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553189174965	107062	Age, mileage, and repairs
PDA150	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV3AX135598	131864	Age, mileage, and trans
PDA157	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV6AX117192	157197	Age, mileage, and repairs
PDA165	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V58X122252	98225	Age, mileage, and repairs
PDA174	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV1AX135602	110980	Age, mileage, and repairs
PDA185	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V49X140347	102716	Age, mileage, and trans
PDA187	2007	Ford	EXPLORER	Mid Size SUV	1FMEU63817UA97089	91815	Age, mileage, and repairs
PDA214	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M991266377	120209	Age, mileage, and repairs
PDA232	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9AX135606	127259	Age, mileage, and repairs
PDA236	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71VX9X140353	110211	Age, mileage, and repairs
PDA239	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M491268781	90899	Age, mileage, and repairs
PDA243	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W27X116318	112872	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
PDA266	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553689173052	77754	**Scheduled for Decommission
PDA273	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9BX185178	46548	**Scheduled for Decommission
PDA274	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV2AX135611	151779	Age, mileage, and repairs
PDA278	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W67X116337	107038	Age, mileage, and repairs
PDA289	2009	Chevrolet	IMPALA	Mid Size Sedan	2G1WS57M591269700	93568	Age, mileage, and repairs
PDA291	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV8AX135614	71377	**Scheduled for Decommission
PDA294	2003	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W73X192255	123265	Age, mileage, and engine
PDA300	2014	Chevrolet	CAPRICE	Full Size Sedan	6G3NS5U20EL932989	25	**Scheduled for Decommission
PDA389	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9AX117204	132969	Age, mileage, and repairs
PDA402	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV5AX105728	74935	**Scheduled for Decommission
PDA449	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV3AX105730	115917	**Scheduled for Decommission
PDA454	2003	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W43X213949	102193	Age, mileage, and repairs
PDA466	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W37X158934	142513	**Scheduled for Decommission
PDA477	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V58X125622	131131	Age, mileage, and repairs
PDA503	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V19X132111	132541	Wrecked-Front End
PDA5053	2002	Ford	TAURUS	Mid Size Sedan	1FAFP52U12A189554	115388	**Scheduled for Decommission
PDA5066	2002	Chevrolet	IMPALA	Mid Size Sedan	2G1WF55K529366327	128560	Age, mileage, and repairs
PDA511	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV0AX105734	116348	**Scheduled for Decommission
PDA5117	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K249264121	118202	**Scheduled for Decommission
PDA5125	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K049264621	145000	**Scheduled for Decommission
PDA5131	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K849267752	165441	Age, mileage, and repairs
PDA5133	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149261548	134606	Age, mileage, and repairs
PDA5136	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K849272045	136653	Age, mileage, and repairs
PDA5137	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149265339	127079	**Scheduled for Decommission
PDA5139	2004	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K149273456	159917	Age, mileage, and repairs
PDA515	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V79X132114	104917	Age, mileage, and repairs
PDA5155T	2005	Ford	TAURUS	Mid Size Sedan	1FAFP53U75A219501	95635	**Scheduled for Decommission
PDA5170	2005	Chevrolet	IMPALA	Mid Size Sedan	2G1WF52K259374569	101906	**Scheduled for Decommission
PDA5176	2006	Toyota	PRIUS HYBRID	Small Sedan Hybrid	JTDKB22U667061089	95406	**Scheduled for Decommission
PDA5182	2006	Chevrolet	MALIBU	Mid Size Sedan	1G1ZS51886F182404	113038	Age, mileage, and repairs
PDA5199	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551469319508	136945	Age, mileage, and repairs
PDA5208	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551269316753	101579	**Scheduled for Decommission
PDA5224	2007	Chevrolet	IMPALA	Mid Size Sedan	2G1WS55R179251577	141266	**Scheduled for Decommission
PDA5238	2007	Chevrolet	IMPALA	Mid Size Sedan	2G1WS55R879256436	114206	**Scheduled for Decommission
PDA5244	2007	Chevrolet	MALIBU	Mid Size Sedan	1G1ZT57N07F213821	118299	Age, mileage, and repairs
PDA5245	2007	Chevrolet	MALIBU	Mid Size Sedan	1G1ZT58N87F314944	141233	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
PDA5255	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553189225042	133744	**Scheduled for Decommission
PDA5257	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553389223616	123595	**Scheduled for Decommission
PDA5260	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553889226396	113196	**Scheduled for Decommission
PDA5267	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553X89222981	131280	**Scheduled for Decommission
PDA5268	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553089221838	134893	Age, mileage, and repairs
PDA5271	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553089224089	122970	**Scheduled for Decommission
PDA5278	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553889222462	132555	**Scheduled for Decommission
PDA5281	2008	Chevrolet	IMPALA	Mid Size Sedan	2G1WS553789225918	136805	**Scheduled for Decommission
PDA5287	2008	Chevrolet	MALIBU	Mid Size Sedan	1G1ZG57N484200460	120984	Age, mileage, and trans
PDA5320	2009	Chevrolet	MALIBU	Mid Size Sedan	1G1ZG57K094251557	136983	Age, mileage, and repairs
PDA555	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W17X116343	57128	**Scheduled for Decommission
PDA559	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W56X103612	137594	Age, mileage, and repairs
PDA562	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V69X132119	126950	Age, mileage, and repairs
PDA579	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W27X116335	108042	Age, mileage, and repairs
PDA589	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV9BX118600	60552	**Scheduled for Decommission
PDA592	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71WX7X116342	71065	Age, mileage, and repairs
PDA614	2006	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W76X115289	139577	Age, mileage, and repairs
PDA620	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V29X132134	136750	Age, mileage, and repairs
PDA636	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V89X132137	152169	Age, mileage, and repairs
PDA638	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V98X167372	117643	Age, mileage, and repairs
PDA663	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551869318880	132149	Age, mileage, and repairs
PDA676	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV4AX117224	111815	Age, mileage, and repairs
PDA688	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551269422958	98000	**Scheduled for Decommission
PDA691	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551869426531	111952	Age, mileage, and repairs
PDA692	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551169424670	116312	**Scheduled for Decommission
PDA7004N	2002	Ford	EXPLORER	Mid Size SUV	1FMZU62E72UA66981	207375	**Scheduled for Decommission
PDA7026N	1996	Honda	ACCORD EX	Mid Size Sedan	1HGCD5634TA232083	200586	**Scheduled for Decommission
PDA7035N	1992	Honda	CIVIC	Small Sedan	2HGEH2362NH516889	178408	**Scheduled for Decommission
PDA705	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551869428148	77267	Wrecked-Front End
PDA712	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551X69423310	102912	Age, mileage, and repairs
PDA721	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V78X170528	105761	Age, mileage, and engine
PDA728	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV2AX105752	111676	Age, mileage, and repairs
PDA733	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71V08X170533	130860	Age, mileage, and repairs
PDA742	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551769425371	93345	Age, mileage, and repairs
PDA746	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551369423391	122094	Age, mileage, and trans
PDA758	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV7BX118630	115830	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
PDA791	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551569423862	97300	Age, mileage, and repairs
PDA814	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV5AX105759	140497	Age, mileage, and trans
PDA822	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V39X132157	87459	Wrecked-Front End
PDA835	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71WX7X116325	97913	**Scheduled for Decommission
PDA842	2001	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W71X137365	74695	Age, mileage, and repairs
PDA843	2006	Chevrolet	IMPALA	Mid Size Sedan	2G1WS551X69427518	107176	**Scheduled for Decommission
PDA855	2008	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71VX8X170555	118448	**Scheduled for Decommission
PDA866	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W07X116317	83940	**Scheduled for Decommission
PDA869	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W07X101767	110230	**Scheduled for Decommission
PDA876	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W17X101762	129825	**Scheduled for Decommission
PDA906	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W67X101742	111421	Age, mileage, and repairs
PDA909	2009	Ford	CROWN VICTORIA	Full Size Sedan	2FAHP71V39X132160	138412	Age, mileage, and repairs
PDA912	2009	Dodge	CHARGER	Full Size Sedan	2B3KA43T19H608879	126773	**Scheduled for Decommission
PDA914	2010	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV4AX105770	102459	Age, mileage, and repairs
PDA934	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV6BX118635	121738	**Scheduled for Decommission
PDA944	2007	Ford	CROWN VICTORIA	Full Size Sedan	2FAFP71W07X101736	107874	**Scheduled for Decommission
PDA947	2011	Ford	CROWN VICTORIA	Full Size Sedan	2FABP7BV1BX118641	86006	**Scheduled for Decommission
PDB128	2002	Chevrolet	G-3500 (CHEV)	Van	1GAHG39R221149680	106135	**Scheduled for Decommission
PDB129	2001	Dodge	RAM 3500 VAN	Van	2B5WB35Z51K516683	96809	Age, mileage, and repairs
PDB135	2003	Chevrolet	G-3500 (CHEV)	Van	1GAHG39U731136140	106765	**Scheduled for Decommission
PDB502	1993	Ford	E-350	Cargo Van	1FTJE34H0PHB28256	23055	**Scheduled for Decommission
PDB511	2005	Ford	E-350	Cargo Van	1FTSS34P55HA80772	49761	**Scheduled for Decommission
PDM020	2003	Yamaha	BIG BEAR	Utility Cart	5Y4AH06YX3A044572	549	Age, mileage, and repairs
PDM021	2003	Yamaha	BIG BEAR	Utility Cart	5Y4A4O6Y43A043983	767	Age, mileage, and repairs
PDM024	2003	Yamaha	BIG BEAR	Utility Cart	5Y4AH06Y738043413	624	Age, mileage, and repairs
PDM025	2003	Yamaha	BIG BEAR	Utility Cart	HE310E67031	759	Age, mileage, and repairs
PDU217	2002	Ford	F-250 C/C	Pickup Truck	1FTNW21S62EB91753	107468	**Scheduled for Decommission
PDU7001N	1995	Chevrolet	K-1500 EXT	Pickup Truck	2GCEK19K2S1305114	130603	**Scheduled for Decommission
PDY122	2003	Triton	UT-88	Flat Bed Trailer	4TCSU10483H883828		**Scheduled for Decommission
PDY123	2003	Triton	UT-88	Flat Bed Trailer	4TCSU10483H883831		Age, mileage, and repairs
SMD424T	2002	Freightliner	FL80	Dump Truck	1FVHBXAK82HJ58603	84142	**Scheduled for Decommission
SMJ296	2003	Freightliner	FL80	Pot Hole Patch Truck	1FVHBXAK73DM02430	116849	**Scheduled for Decommission
SMJ298CT	2006	International	4400	Pot Hole Patch Truck	1HTMSAAR37H366600	86750	Age, mileage, and repairs
SMT541	1992	CASE	680	Utility Tractor	JJEOO22554	1586 H	**Scheduled for Decommission
SMU164	2001	Ford	F-350 C/C	Utility Truck	1FDWW36S81EC50606	135532	Age, mileage, and repairs
SMU186	2001	Chevrolet	C-1500	Pickup Truck	1GCEC14V71Z264483	88119	**Scheduled for Decommission

Property List

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
SNP124	2007	Freightliner	CONDOR	Automated Refuse Truck	5SXHANCY77RZ20429	162627	**Scheduled for Decommission
SNP581	2001	Crane Carrier	LET40-E	Rearload Refuse Truck	1CYCCA484YT044716	149578	Age, mileage, and repairs
SNP603	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4892T045660	94795	Age, mileage, and repairs
SNP604	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4802T045661	151164	Age, mileage, and repairs
SNP606	2002	Crane Carrier	LET2-40	Rearload Refuse Truck	1CYCCA4842T045663	160051	Age, mileage, and repairs
SNP633	2005	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC15HV07807	134587	**Scheduled for Decommission
SNP635	2005	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC55HV07809	140013	**Scheduled for Decommission
SNP648	2006	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC56HW90064	120697	**Scheduled for Decommission
SNP649	2006	Freightliner	M2106	Rearload Refuse Truck	1FVHCYDC76HW90065	127822	**Scheduled for Decommission
SNP660	2008	Freightliner	CONDOR	Automated Refuse Truck	5SXHANCY28RZ61830	131089	**Scheduled for Decommission
SNP700CT	2007	AMERICAN LAFRAN	CONDOR(ALF)	Automated Refuse Truck	5SXHANCY58RZ61840	130311	**Scheduled for Decommission
SNU062	2000	Ford	F-150	Pickup Truck	1FTRF17W5YNA58013	186799	Age, mileage, and repairs
SNU065	2005	Ford	F-150	Pickup Truck	1FTRF12W25NA35582	180282	**Scheduled for Decommission
SPU803	1993	Chevrolet	C-3500	Pickup Truck	1GCHC34J7PE153387	99309	**Scheduled for Decommission
SSD462	1999	International	4700	Dump Truck	1HTSCAAL9XH596304	20340	Age, mileage, and repairs
SSD466	1999	International	4700	Dump Truck	1HTSCAAL2XH211245	62667	Age, mileage, and repairs
SSJ457	2001	Freightliner	FL80	Roll Off Truck	1FVHBXAK41HJ18887	148618	Age, mileage, and repairs
SSJ458	2002	Freightliner	FL80	Roll Off Truck	1FVHBXAK22HJ85375	138078	Age, mileage, and repairs
SSS276	2004	Freightliner	FC80	Vacuum Street Sweeper Truck	1FVAB6BV74DM92250	61340	**Scheduled for Decommission
SSU036	2002	Ford	F-150	Pickup Truck	1FTRF17L62NB24243	133655	Age, mileage, and repairs
TEA054	2000	Ford	TAURUS	Mid Size Sedan	1FAFP5228YA172337	71757	**Scheduled for Decommission
TEB250	2005	Dodge	CARAVAN	MINIVAN	1D8GP45R95B278904	128251	**Scheduled for Decommission
TEB266	2005	Dodge	CARAVAN	MINIVAN	1D4GP24R25B338545	133765	**Scheduled for Decommission
TEB301	2009	Ford	E-350	Van	1FTSS34L19DA87163	155045	**Scheduled for Decommission
TEB334	2011	Ford	E-350	Van	1FBSS3BL2BDA60776	178233	**Scheduled for Decommission
TSJ419	2008	Ford	F-250 EXT	Pickup Truck	1FDSX21588EE57059	51821	**Scheduled for Decommission
UAA013	1997	Chevrolet	CAVALIER	Small Sedan	1G1JC5247V7279365	40160	**Scheduled for Decommission
UAA031	2003	Ford	TAURUS	Mid Size Sedan	1FAFP52UX3A161155	30707	Age, mileage, and repairs
UCA080	2009	Ford	ESCAPE	Compact SUV	1FMCU92709KB31104	139585	Age, mileage, and repairs
UCJ209	2000	Chevrolet	C-3500	Utility Truck	1GBKC34FOYF492686	157366	Age, mileage, and repairs
UCJ210	2002	Chevrolet	C-3500	Utility Truck	3GBKC34F31M106199	155607	**Scheduled for Decommission
UCU263	2003	Ford	F-150	Pickup Truck	1FTRF17273NA77409	136755	Age, mileage, and repairs
UCU272	2003	Ford	F-150	Pickup Truck	1FTRF17233NB19140	123476	Age, mileage, and repairs
UCU274	2004	Ford	F-150	Pickup Truck	2FTRF17274CA13376	121255	**Scheduled for Decommission
UCU275	2004	Ford	F-150	Pickup Truck	2FTRF17294CA13377	113844	Age, mileage, and repairs
UCU276	2004	Ford	F-150	Pickup Truck	2FTRF17224CA14936	122439	Age, mileage, and repairs

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
UCU282	2004	Ford	F-150	Pickup Truck	2FTRF17254CA13375	113684	Age, mileage, and repairs
UCU287	2004	Ford	F-150	Pickup Truck	2FTRF17234CA21751	163309	Age, mileage, and repairs
UCU296	2004	Ford	F-150	Pickup Truck	2FTRF17W74CA29533	132320	Age, mileage, and repairs
UCU297	2004	Ford	F-150	Pickup Truck	2FTRF17284CA69651	159677	Age, mileage, and repairs
UCU500	2005	Ford	F-150	Pickup Truck	1FTRF12W95NA62648	191459	Age, mileage, and repairs
UCU502	2005	Ford	F-150	Pickup Truck	1FTRF12W75NA62650	129949	Age, mileage, and repairs
UDC938	2002	Sullivan	250 CFM	Trailer Mounted Compressor	21711	938 H	Age, mileage, and repairs
UDD204	2002	Freightliner	FL70	Dump Truck	1FVABTAK23HL00293	159405	**Scheduled for Decommission
UDD316	2003	Freightliner	M2106	Dump Truck	1FVACXAK93HL88067	149785	**Scheduled for Decommission
UDD321T	2004	Freightliner	M2106	Dump Truck	1FVACXAK94HN08435	144556	**Scheduled for Decommission
UDD323	2004	Freightliner	M2106	Dump Truck	1FVACXAK24HN08437	57003	**Scheduled for Decommission
UDD604	2006	Ford	F-650	Dump Truck	3FRWF65S16V372116	126184	**Scheduled for Decommission
UDH617	1998	Ford	555E (FORD)	Wheeled Loader/Backhoe	31019277	6658 H	Age, mileage, and repairs
UDJ819	1989	Ford	FT900	Crane Truck	1FDYL90A1LVA08506	51078	**Scheduled for Decommission
UDJ827	2000	Freightliner	FL70	Utility Truck	1FV6HJAA4YHG23335	13880	**Scheduled for Decommission
UDJ833	2001	International	4700	Utility Truck	1HTSCAAN41H332903	83887	**Scheduled for Decommission
UDJ835T	2001	International	4700	Utility Truck	1HTSCAAN81H332905	116261	**Scheduled for Decommission
UDJ851	2005	Ford	F-450	Utility Truck	1FDXF46P55EA87165	140467	Age, mileage, and repairs
UDJ852	2005	Ford	F-450	Utility Truck	1FDXF46P75EA87166	176532	**Scheduled for Decommission
UDU597	2005	Ford	F-150	Pickup Truck	1FTRF12245NA62652	128236	**Scheduled for Decommission
UDY579	1992	Hudson	HSE16	Flat Bed Trailer	10HHSE163N1000806		**Scheduled for Decommission
UDY581	1993	Hudson	HSE16	Flat Bed Trailer	10HHSE167P1000987		**Scheduled for Decommission
UDY716	2007	MCELRATH	616T5	Flat Bed Trailer	1M9UT12287S284240		Age, mileage, and repairs
UDY928	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D4X1000029		**Scheduled for Decommission
UDY929	1998	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D3W1000232		**Scheduled for Decommission
UDY930	1998	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D4X1000807		**Scheduled for Decommission
UDY931	1997	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D6X1000808		**Scheduled for Decommission
UDY932	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D8X1000809		**Scheduled for Decommission
UDY934	2000	Hudson	HTD18D	Flat Bed Trailer	10HHTD1C3Y1000032		**Scheduled for Decommission
UDY935	1999	Hudson	HTD18D	Flat Bed Trailer	10HHTD1D0X1000108		**Scheduled for Decommission
UEU395	1999	Ford	RANGER	Pickup Truck	1FTYR14V5XTA39177	201423	Age, mileage, and repairs
UEU412	2000	Ford	RANGER	Pickup Truck	1FTYR14V9YTA29575	104815	Age, mileage, and repairs
UEU422	2001	Ford	RANGER	Pickup Truck	1FTYR14U81PA73072	84473	Age, mileage, and repairs
UFB105N	2004	Chevrolet	ASTRO	Cargo Mini Van	1GCDM19X74B109934	98024	**Scheduled for Decommission
UFJ506N	1990	Chevrolet	C-3500	Utility Truck	1GBHC34K5LE215408	89573	**Scheduled for Decommission
UFT504	1991	Massy Ferguson	1433V	Utility Tractor	2962	599 H	**Scheduled for Decommission

Property List

EQUIP.#	YEAR	MAKE	MODEL	DESCRIPTION	SERIAL NUMBER	Mileage/Hrs	REMOVAL REASON
USJ710	2008	Ford	F-550	Utility Truck	1FDAF57R08EB07340	149110	**Scheduled for Decommission
USJ877	2002	Freightliner	FL80	Combination Sewer Truck	1FVHBXAK03HK42531	112417	**Scheduled for Decommission
USJ879	2005	Sterling	LT7500	Combination Sewer Truck	2FZHATDC05AN95419	84746	**Scheduled for Decommission
USJ881	2005	Chevrolet	K-2500	Utility Truck	1GBHK24U15E281343	140978	Age, mileage, and repairs
UST854	1985	Kubota	L1720	Utility Tractor	50681	941 H	**Scheduled for Decommission
USU211	2005	Ford	F-150	Pickup Truck	1FTRF12285NB64147	176642	**Scheduled for Decommission
USU603	2006	Chevrolet	K-1500 EXT	Pickup Truck	1GCEK19VX6Z116055	121609	**Scheduled for Decommission
USV882	1999	Harben	JETTING	Trailer Mounted Sewer Jetter	1U9FS1312XA044503	29 H	Age, mileage, and repairs
USV884	1999	Jetway	JAJ-600R	Tracked Reel Extension	1639	1422 H	Age, mileage, and repairs
UWA028	2006	Ford	ESCAPE HYBRID	Compact SUV Hybrid	1FMYU96H56KC44194	79023	**Scheduled for Decommission
UWJ301	1990	Chevrolet	C-3500	Utility Truck	1GBHC34K5LE206434	48779	Age, mileage, and repairs
UWT593	1981	N/A	N/A	Utility Tractor	52429	3730 H	**Scheduled for Decommission
UWU049	2003	Ford	F-150	Pickup Truck	1FTRF17223NB39086	102646	Age, mileage, and repairs
UWU054	2003	Ford	F-150	Pickup Truck	2FTRF17253CB00059	155798	**Scheduled for Decommission
UWU059	2005	Ford	F-150	Pickup Truck	1FTRF12265NA62653	161626	Age, mileage, and repairs
UWU110	2000	Ford	RANGER	Pickup Truck	1FTYR14V4YTA29564	104276	**Scheduled for Decommission
	Various other small tools and equipment						
	**Note: Listed vehicles and equipment are scheduled for disposal, pending final decommissioning.						

CHARLOTTE CITY COUNCIL

Resolution Authorizing Sale of Personal Property by Public Auction

Whereas, North Carolina G.S. 160A-270(b) allows the City Council to sell personal property at public auction upon adoption of a resolution authorizing the appropriate official to dispose of the property at public auction and;

Whereas, the City Manager has recommended that the property listed on the attached Exhibit A be declared as surplus and sold at public auction; now therefore,

Be it resolved, by the Charlotte City Council that the City Manager or his designee is authorized to sell by public auction on September 20, 2014 at 10:00 a.m. the surplus property described on Exhibit A, and on September 27, 2014 at 10:00 a.m. the police unclaimed property items, at the City-County Asset Recovery and Disposal facility, 5550 Wilkinson Blvd, Charlotte, North Carolina, as per the terms and conditions specified in the Auctioneer Services contract approved by this City Council and in accordance with G.S. 160A-270(b) . The terms of the sale shall be net cash. The City Manager or his designee is directed to publish at least once and not less than ten days before the date of the auction, a copy of this resolution or a notice summarizing its content as required by North Carolina General Statute 160A-270(b).

Adopted on this _____ day of _____ , 2014

CERTIFICATION

Property Tax Refund Requests

AGNEW, WILLIAM CALDWELL	\$	86.65
BB&T MORTGAGE		9.56
DRG PROPERTIES LLC		2,265.65
DRG PROPERTIES LLC		177.02
DRG PROPERTIES LLC		177.02
EDWARDS, MARTHA		5.62
ESKINAZI, ELA		89.19
ESKINAZI, ELA		87.47
FREEMAN, MICHAEL		51.21
FREEMAN, MICHAEL		48.08
HAYES, KEVIN E		50.26
HESTIKIND, JAMES D		14.06
LOIS INDY LLC		3,479.05
LOIS INDY LLC		3,538.64
LOIS INDY LLC		1,372.69
MALLARD CREEK CAFE		167.97
MATTHEWS GROVE HOMEOWNERS ASSOCIATION INC		183.44
MUNN, ALBERT R		206.01
STREETS OF TORINGDON LLC		27,475.52
STREETS OF TORINGDON LLC		27,946.08
STREETS OF TORINGDON LLC		5,566.37
STREETS OF TORINGDON LLC		24,190.39
TAYLOR, STEVEN JAMES		78.86
TRIPLE C BREWING COMPANY LLC		429.01
TURNER, CRANDALL		522.64
YOURSACE LLC		832.88
	\$	99,051.34

A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES

Reference is made to the schedule of "Taxpayers and Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected property taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 8th day of September 2014 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

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 _____ 2014 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 _____, 2014.

Business Privilege License Tax Refund Requests

ADAMS MART #2	\$	69.00
ASBILL COMMUNICATIONS		50.00
BRYANT ELECTRIC OF CHARLOTTE INC		50.00
CHAMPION CONCRETE CUTTING		10.00
DIVISIONS CONTRACTORS LLC		15.00
EDWARD JONES INVESTMENTS #14493		163.38
ELAINES COLORS & DESIGNS		50.00
EXECUTIVE RESTORATION		50.00
J L'S		50.00
JOHNNY B'S LIMOUSINE SERVICE INC		95.19
KANGAROO EXPRESS 828 - THE PANTRY INC		4.00
LITTLE ROCK AUTOMOTIVE INC		25.00
MATRIX CAD DESIGN INC		347.58
SOUTHERN STATE LANDSCAPES LLC		50.00
SPICK & SPAN CLEANING		50.00
	\$	1,079.15

**A RESOLUTION AUTHORIZING THE REFUND OF
CERTAIN BUSINESS PRIVILEGE LICENSES**

Reference is made to the schedule of "Business Privilege License Refunds Requested" attached to the Docket for consideration of the City Council. On the basis of that schedule, which is incorporated herein, the following facts are found:

1. The City-County Tax Collector has collected certain taxes from the taxpayers set out on the list attached to the Docket.
2. The City-County Tax Collector has certified that those taxpayers have made proper demand in writing for refund of the amounts set out on the schedule within the required time limits.
3. The amounts listed on the schedule were collected through either a clerical or assessor error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 8th day of September 2014 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

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 2014, 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 _____, 2014.

Property Tax Refunds - Pearson Review

BAILEY, GILBERT D	\$	146.46
BAILEY, GILBERT D		143.14
BAILEY, GILBERT D		156.23
BLTREJV3 CHARLOTTE LLC		9.01
BLTREJV3 CHARLOTTE LLC		9.22
BLTREJV3 CHARLOTTE LLC		87.29
BLTREJV3 CHARLOTTE LLC		128.99
ECKMAIR, TIMOTHY J		141.84
GIRMA, ESKENDER		59.03
GIRMA, ESKENDER		56.41
HOGOBOOM, MILDRED N		579.29
JORDAN, MARK E		42.65
JORDAN, MARK E		46.61
KAMELOT LLC		91.06
MAXWELL, WILLIAM T JR		7.27
MAXWELL, WILLIAM T JR		7.11
MAXWELL, WILLIAM T JR		15.88
MCCARREL, MARGARET KINARD		167.06
MCCORMICK, WILLIAM		182.82
MCCORMICK, WILLIAM		178.67
MCCORMICK, WILLIAM		198.39
REED, TORIENNE INEZ		129.48
REED, TORIENNE INEZ		126.54
REED, TORIENNE INEZ		134.41
ROBINSON, EMMITT		126.06
ROBINSON, EMMITT		136.38
SALDARINI, ROSS JOSEPH		235.55
SALDARINI, ROSS JOSEPH		249.97
SALDARINI, ROSS JOSEPH		317.64
SASSENBERG, GERO		145.32
SASSENBERG, GERO		138.86
SHORT, BLAKE PEARSON		311.33
SPIVEY, RICHARD R		209.50
SPIVEY, RICHARD R		204.75
SPIVEY, RICHARD R		214.26
STEPHENS, K MARK		297.58
STEPHENS, K MARK		270.59
STEPHENS, K MARK		264.46
TORINGDON PARTNERS LLC %		4,656.91
TORINGDON PARTNERS LLC %		4,414.36
TORINGDON PARTNERS LLC %		1,861.36
TORINGDON PARTNERS LLC %		2,772.52
TURNER, DANIEL W		338.97
TURNER, DANIEL W		357.80
TURNER, DANIEL W		328.32
VANDRUFF, VICKI		60.19
VANDRUFF, VICKI		64.97
WATSON, ROBERT CHRISTOPHER		344.12
WATSON, ROBERT CHRISTOPHER		336.55
WATSON, ROBERT CHRISTOPHER		328.91
WELLS FARGO BANK		9.92
	\$	<u>21,842.01</u>

ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE ACCESSORY STRUCTURE AT 3317 BROWNE'S CREEK ROAD 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 JOHN S. LILLEY AND ROBIN P. LILLEY 3215 SOUTH WRIGHTSVILLE AVENUE NAGS HEAD, NC 27959

WHEREAS, the accessory structure located at 3317 Browne's Creek Road 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 structure; 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 accessory structure located at 3317 Browne's Creek Road 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

GENERAL INFORMATION

Property Address	3317 Browne's Creek Road (Accessory Structure)
Neighborhood	Neighborhood Profile Area 252
Council District	#4
Owner(s)	John S. Lilley and Robin P. Lilley
Owner(s) Address	3215 South Wrightsville Avenue Nags Head, NC 27959

KEY FACTS

Focus Area	Housing & Neighborhood Development & Community Safety Plan
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CODE ENFORCEMENT INFORMATION

◆ Reason for Inspection:	Petition
◆ Date of the Inspection:	1/3/2014
◆ Owner(s) notified of Complaint and Notice of Hearing by advertisement and certified mail by:	2/6/2014
◆ Held hearings for owner(s) by:	3/3/2014
◆ Owner(s) attend hearing:	No
◆ Filed Lis Pendens:	3/27/2014
◆ Owner(s) ordered to demolish structure by:	4/12/2014
◆ Title report received:	5/28/2014
◆ Owner(s) have not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$1,000
◆ 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.

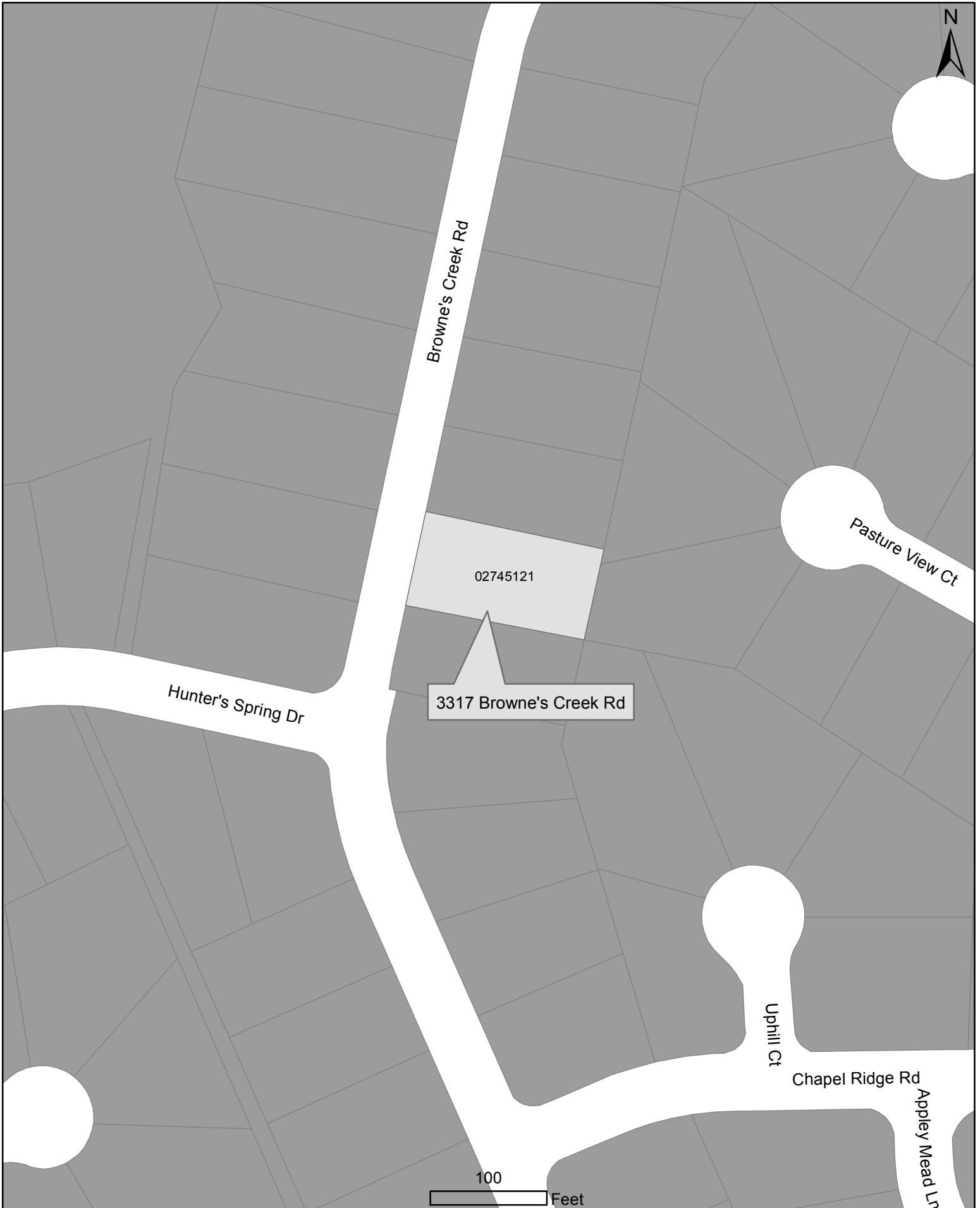
OPTIONS

IN-REM REPAIR	REHAB TO CITY STANDARD	REPLACEMENT HOUSING	DEMOLITION
Estimated In-Rem Repair Cost: \$500	Acquisition & Rehabilitation Cost	New Replacement Structure Cost	Demolition Cost \$1,000
In-Rem Repair is not recommended because this structure is an accessory building.	Acquisition and rehabilitation are not applicable, because this structure is an accessory building.	Replacement housing is not applicable, because this structure is an accessory building.	

RECOMMENDATION FOR DEMOLITION

- . Demolition is recommended because:
- Estimated In-Rem Repair cost of: \$500 which is 500% of the structure tax value, which is \$0.
 - City rehab costs analysis is not applicable.
 - New construction analysis is not applicable.
 - Violation: accessory building is not in safe and substantial condition.
 - The age of the structure is unknown.

3317 Browne's Creek Road (Accessory Building)



3317 Browne's Creek Road (Accessory Building)



ORDINANCE

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 531 STATE STREET 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 HEIRS OF CALUVERTA S. PATTON 4800 WESTRIDGE DRIVE CHARLOTTE, NC 28202

WHEREAS, the dwelling located at 531 State Street 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 531 State Street 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

GENERAL INFORMATION	
Property Address	531 State Street
Neighborhood	Neighborhood Profile Area 347
Council District	#2
Owner(s)	Heirs of Caluverta S. Patton
Owner(s) Address	4800 Westridge Drive Charlotte, NC 28202
KEY FACTS	
Focus Area	Housing & Neighborhood Development & Community Safety Plan
CODE ENFORCEMENT INFORMATION	
◆ Reason for Inspection:	Field Observation
◆ Title report received:	3/28/2014
◆ Date of the Inspection:	4/3/2014
◆ Owner(s) notified of Complaint and Notice of Hearing by advertisement and certified mail by:	4/29/2014
◆ Held hearings for owner(s) by:	5/28/2014
◆ Owner(s) attend hearing:	No
◆ Filed Lis Pendens:	6/27/2014
◆ Owner(s) ordered to demolish structure by:	6/30/2014
◆ Owner(s) have not repaired, or complied with order to demolish.	
◆ Structure occupied:	No
◆ Demolition cost:	\$5,655
◆ 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

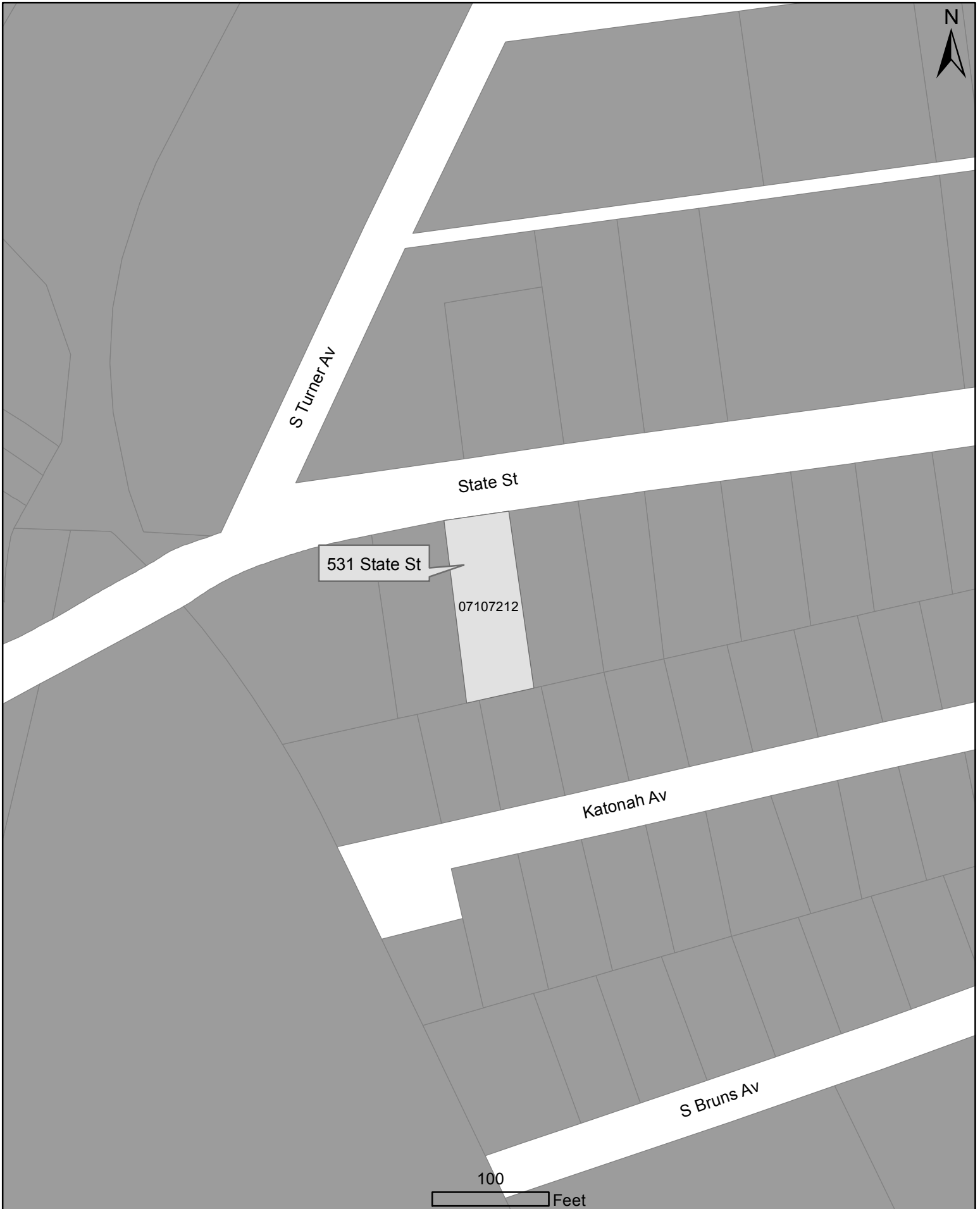
IN-REM REPAIR	REHAB TO CITY STANDARD	REPLACEMENT HOUSING	DEMOLITION
Estimated In-Rem Repair Cost: \$45,070	Acquisition & Rehabilitation Cost (Existing structure: 1,066 sq. ft. total) Economic Life: 15-20 years Estimated cost-\$99,709	New Replacement Structure Cost (Structure: 1,006 sq. ft. total) Economic Life: 50 years Estimated cost-\$121,478	Demolition Cost \$5,655
In-Rem Repair is not recommended because the In-Rem Repair cost is greater than 65% of the tax value.	Acquisition: Tax values: - Structure: \$ 36,500 - Garage/Shed/Porch: \$ 0 Land: \$ 8,500 Total Acquisition: \$ 45,000 Estimated Rehabilitation Cost: \$ 53,300 Outstanding Loans \$ 0 Property Taxes owed: \$ 1,262 Interest on Taxes owed: \$ 147 Total: \$ 54,709	Acquisition: Tax values: - Structure: \$ 36,500 - Garage/Shed/Porch: \$ 0 - Land: \$ 8,500 Total Acquisition: \$ 45,000 New structure: \$ 69,414 Demolition: \$ 5,655 Outstanding Loans: \$ 0 Property Taxes owed: \$ 1,262 Interest on Taxes owed: \$ 147 Total: \$ 76,478	

RECOMMENDATION FOR DEMOLITION

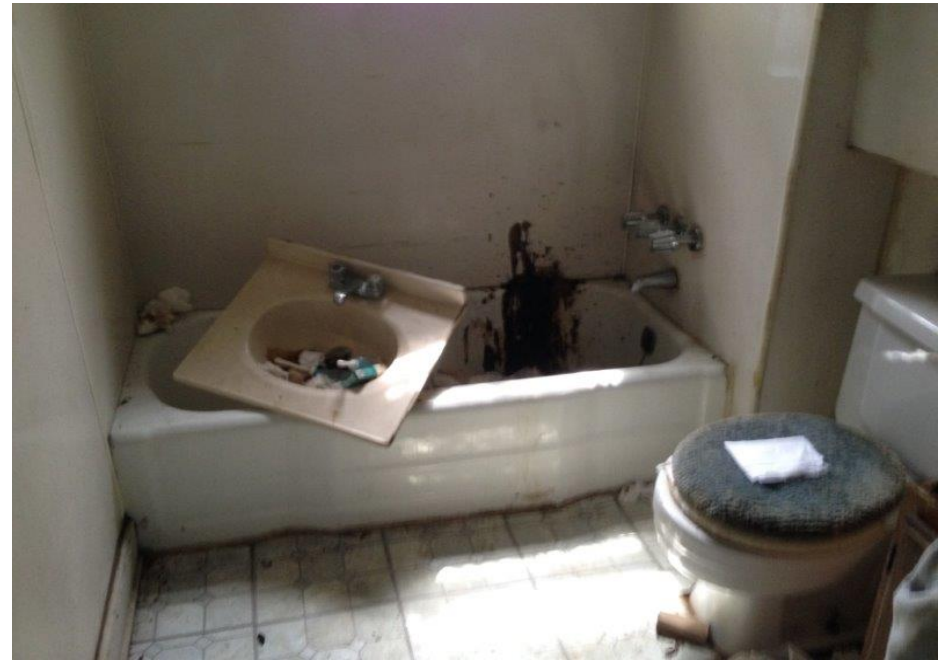
Demolition is recommended because:

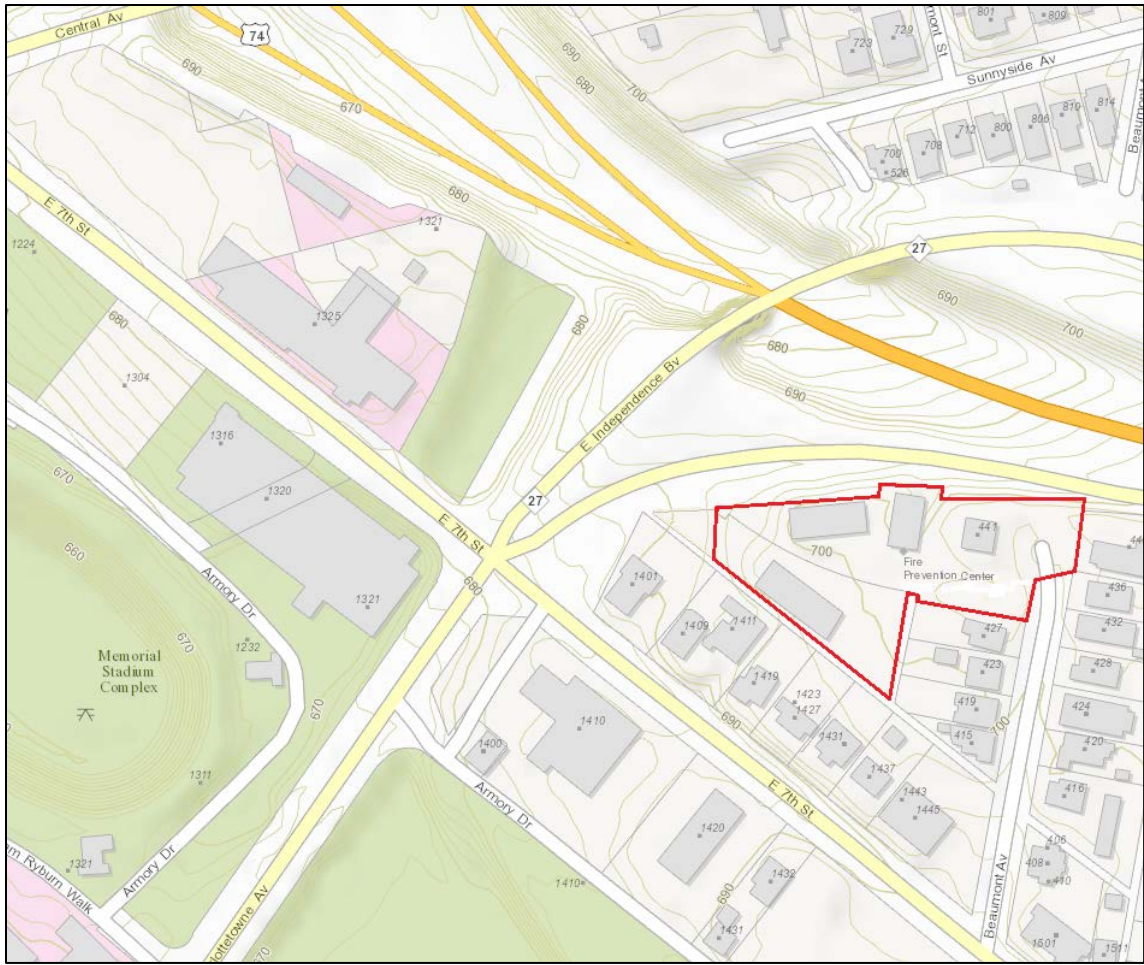
- Estimated In-Rem Repair cost of: \$45,070 (\$42.27 /sq. ft.), which is 123.479% of the structure tax value, which is \$36,500.
- City rehab costs analysis shows that rehabilitation is not feasible because the cost is prohibitive.
- New construction analysis shows that new construction is not feasible because the cost is prohibitive.
- Violations include: Structural, electrical, plumbing and heating violations: Areas of flooring and sub-structure is loose, rotted, or missing. Damaged wall covering. Moisture damaged ceiling covering. Roof covering loose/damaged. Sections of electrical wiring missing/damaged. Water supply and waste drain piping missing. Heating not operational.
- The building is 83 years old and consists of 1,066 square feet total.
- A new 1,066 sq. ft. structure can be built for \$69,414.

531 State Street



531 State Street





**Location Map: Sale of Fire Prevention Property at 441 Beaumont Avenue
(Council District 1)**

Advertising the Sale of Fire Prevention Property at 441 Beaumont Avenue

Staff Resource: Tim O'Brien, E&PM, 704-336-3149, tobrien@charlottenc.gov

Fire Prevention, currently located at 441 Beaumont Avenue, will relocate to the new Fire Administration facility at 500 Dalton Avenue once construction is complete. Their existing, 1.83 acre location is adjacent to Independence Boulevard in the Elizabeth neighborhood and was appraised for \$850,000. Developers have expressed interest in this City-owned property due to its proximity to the Central Business District. Staff would like to identify a buyer before the property is vacated. Because the process of selling the property through the Upset Bid Process will take several months, starting the process now will help the sale of the property coincide with Fire staff moving later this year.

Departmental polling showed no interest from City or other local agencies in retaining the property for other public uses. The Charlotte-Mecklenburg Planning Committee reviewed the Mandatory Referral and agreed with statements in the *Elizabeth Area Plan* that the land can continue to remain as B-1 zoning for a low-impact institutional use such as religious or civic organizations. The Committee also concluded that it would be appropriate to consider changing the zoning to multi-family residential use of not more than 12 dwelling units per acre, or a higher residential density may be appropriate if a secondary access to East Seventh Street can be established.

A letter will be sent to the neighboring property owners and to neighborhood association leaders informing them the City plans to market the property for multi-family use. Any change in zoning will require a Public Hearing, which will allow for citizen input to the rezoning process.

Once informing interested parties of the plan, staff will post a "For Sale" sign on the property and advertise the sale in real estate listing services to gain maximum exposure of the property to the real estate market. A map of the property is attached.



Beaumont Avenue
Property Map.pdf

RESOLUTION AUTHORIZING THE SALE OF 1.495 ACRES ON BEAUMONT AVENUE (TAX PARCELS 080-201-14, 080-201-15, 080201-17) BY THE UPSET BID PROCESS

WHEREAS, North Carolina General Statute §160A-269 permits the City to sell surplus property by upset bid, after receipt of an offer to purchase the property; and

WHEREAS, the City has received an offer to purchase the property described above in the amount of \$781,466.00, submitted by Carolina Capital Investment Partners, LLC, a North Carolina limited liability company, and/or its assigns (“Carolina Capital”); and

WHEREAS, Carolina Capital has paid the required five percent (5%) deposit on its offer:

THEREFORE, THE CITY COUNCIL OF THE CITY OF CHARLOTTE RESOLVES THAT:

1. The City Council authorizes sale of the property described above through the upset bid procedure of North Carolina General Statute §160A-269 and accepts the offer by Carolina Capital as the initial offer.
2. A notice of the proposed sale shall be published in accordance with the statute. The notice shall describe the property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City of Charlotte Real Estate Manager in the Charlotte Mecklenburg Government Center by 12:00 PM (Noon) on the 11th day after the notice is published. If a qualifying higher bid is received, that bid will become the new offer.
4. If a qualifying higher bid is received, a new notice of upset bid shall be published, and this process shall be repeated until a 10-day period has passed without any qualifying higher bid having been received.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer, and equals or exceeds all other material terms of the previous offer to the advantage of the City.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The deposit may be made in cash, cashier’s check, certified check, or wire transfer. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder pursuant to the terms of the purchase contract.
7. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted. The appropriate City officials are authorized to execute all instruments necessary to convey the property to Carolina Capital and/or its assigns.

Adopted September 8, 2014