

AGENDA

Meeting Type.	B
Date:	09-13-1982

City of Charlotte, City Clerk's Office

Charlotte

Public Service & Information Department
City Hall, 600 E Trade Street
Charlotte, North Carolina 28202
704/374 2395

Meetings in September '82

SEPTEMBER 1 - SEPTEMBER 4

- | | | |
|---|---------------------|--------------------------------------------------------------------------------------------------------|
| 1 | Wednesday, 7 30 a m | AD HOC COMMITTEE ON PLANNING/PLANNING COMMISSION - Cameron-Brown Building, First Floor Conference Room |
| | Wednesday, 8 30 a m | CIVIL SERVICE BOARD - City Hall, Third Floor Conference Room |
| | Wednesday, 9 00 a m | CIVIL SERVICE BOARD/Hearing - City Hall, Council Chamber |
| 2 | Thursday, 4 00 p m | SITE PLAN REVIEW COMMITTEE/PLANNING COMMISSION - Cameron-Brown Building, First Floor Conference Room |

THE WEEK OF SEPTEMBER 5 - SEPTEMBER 11

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|---|----------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 6 | Monday | LABOR DAY HOLIDAY - All City Offices Closed |
| 7 | Tuesday, 7 30 p m | PLANNING COMMISSION - Cameron-Brown Building, First Floor Conference Room |
| 8 | Wednesday, 4 30 p m | POLICE COMMUNITY RELATIONS AWARDS TASK FORCE/COMMUNITY RELATIONS COMMITTEE - Community Relations Conference Room, 623 E Trade Street |
| | Wednesday, 7 30 p m. | HISTORIC PROPERTIES COMMISSION - City Hall, Second Floor Conference Room |

THE WEEK OF SEPTEMBER 12 - SEPTEMBER 18

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|----|---------------------|-----------------------------------------------------------------------------------------------|
| 13 | Monday, 11 00 a m | AUDITORIUM-COLISEUM-CIVIC CENTER AUTHORITY - Civic Center Conference Room |
| | Monday, 12 Noon | PLANNING COMMISSION (Work Session) - Cameron-Brown Building, First Floor Conference Room |
| | Monday, 2 00 p m | CITIZENS HEARING - City Hall, Council Chamber |
| | Monday, 3 00 p m | CITY COUNCIL MEETING - City Hall, Council Chamber |
| 14 | Tuesday, 9 00 a m | HISTORIC DISTRICT COMMISSION - Edwin Towers, First Floor Conference Room |
| | Tuesday, 12 Noon | AIRPORT ADVISORY COMMITTEE - Charlotte/Douglas International Airport, Airport Conference Room |
| 15 | Wednesday, 8 30 a m | CIVIL SERVICE BOARD - City Hall, Third Floor Conference Room |
| | Wednesday, 4 00 p m | EMPLOYMENT & TRAINING ADVISORY COUNCIL - Belmont Regional Center, 700 Parkwood Avenue |
| | Wednesday, 7 30 p m | METROPOLITAN PLANNING ORGANIZATION - Cameron-Brown Building, First Floor Conference Room |
| 16 | Thursday, 3 00 p m | ADVISORY ENERGY COMMISSION - City Hall, Third Floor Conference Room |

(Continued on other side)

THE WEEK OF SEPTEMBER 19 - SEPTEMBER 25

20	Monday, 12 Noon	PRIVATE INDUSTRY COUNCIL - Chamber of Commerce, 129 West Trade Street
20-21	Tuesday-Sunday	FESTIVAL IN THE PARK - Freedom Park
21	Tuesday, 12 Noon	INSURANCE & RISK MANAGEMENT AGENCY - Cameron-Brown Building, Sixth Floor Conference Room, Finance Department
	Tuesday, 2 00 p m	HOUSING AUTHORITY - Belvedere Homes, 132 Judson Street
	Tuesday, 3 00 p.m.	COMMUNITY FACILITIES COMMITTEE - Utility Department Conference Room, 5100 Brookshire Boulevard
22	Wednesday, 7 30 p m	CHARLOTTE TREE COMMISSION - Park Operations Conference Room, 701 Tuckaseegee Rd.
	Wednesday, 4 30 p.m	COMMUNITY RELATIONS COMMITTEE - Covenant Presbyterian Church, 1000 East Morehead Street
23	Thursday, 8 30 a.m.	CLEAN CITY COMMITTEE - Cameron-Brown Building, Fifth Floor Conference Room
	Thursday, 7 30 p m	PLANNING COMMISSION (Park Road Small Area Plan) - Park Road Elementary School, 3701 Haven Drive
-----SEPTEMBER 26 - SEPTEMBER 30-----		
27	Monday, 2 00 p m.	CITIZENS HEARING - City Hall, Council Chamber
	Monday, 3 00 p m	CITY COUNCIL MEETING - City Hall, Council Chamber
	Monday, 7 30 p m	SPECIALIZED TRANSPORTATION ADVISORY COMMITTEE - City Hall, Third Floor Conference Room
28	Tuesday, 3 00 p m	ZONING BOARD OF ADJUSTMENT - City Hall, Council Chamber
	Tuesday, 4 00 p m	MUNICIPAL INFORMATION ADVISORY BOARD - Cameron-Brown Building, Third Floor Conference Room
29	Wednesday, 9 00 a m	CIVIL SERVICE BOARD/Hearing - City Hall, Council Chamber

Charlotte

IN MEETING ON MONDAY, SEPTEMBER 13, 1982

2:00 PM - Citizens Hearing
2:30 PM - Council Discussion
- Report from the Citizens Public Awareness Committee
3:00 PM - Council Meeting
Council Chamber
City Hall

ITEM NO.

1. Invocation by Reverend K. Allen Blume of Statesville Avenue Baptist Church.
2. Consideration of minutes of Council meetings of August 9, 1982, August 16, 1982 and Special Meeting on August 31, 1982.

PUBLIC HEARINGS

3. RECOMMEND THE FOLLOWING ACTIONS IN CONNECTION WITH THE \$3,500,000 GENERAL OBLIGATION BOND REFERENDUM SET FOR NOVEMBER 2, 1982:
 - A. Conduct a public hearing on an order authorizing \$3,500,000 Museum Bonds.
 - B. Approve an order on second reading authorizing \$3,500,000 Museum Bonds.

council agenda

Mayor Eddie Knox

Mayor Pro Tem Harvey B Gantt

Dave Berryhill
Charlie S Dannelly
Laura Page Frech

Ron Leeper
Ralph Reiss McMillan
Pamella G Patterson
Edwin B Peacock, Jr

George K Selden Jr
Herbert Spaugh, Jr
Minette Conrad Trosch



3. (continued)

- C. Adopt a resolution calling for a Special Bond Referendum on November 2, 1982, directing the City Clerk to publish the required notices, and establishing the form of the question that will appear on the ballot.

The referendum question has been specifically worded to encompass funding for both the additional exhibit space and the new entranceway from Randolph Road at the Mint Museum of Art on Hempstead.

- 4. A. CONDUCT PUBLIC HEARING TO CONSIDER PROPOSAL FROM MOTION, INC. TO PURCHASE LAND LOCATED AT 2900 MARNEY AVENUE IN THE GRIER HEIGHTS NEIGHBORHOOD STRATEGY AREA FOR THE DEVELOPMENT OF FIFTY (50) UNITS OF PUBLIC HOUSING, FOR \$66,467.40.
- B. CONSIDER APPROVAL FOR THE SALE OF LAND AS SHOWN ABOVE.

On July 6, 1982, a proposal was received from Motion, Inc. to purchase 332,337 square feet of land in the Grier Heights Neighborhood Strategy Area for the development of fifty (50) Section 8 housing units. This land use is in accordance with the approved Grier Heights Redevelopment Plan and is consistent with the FY 1982 technical and performance contract with Motion, Inc. for new housing construction.

A fair market value of \$66,467.40 has been established for the land which is not less than the fair market value agreed upon by a committee of three professional real estate appraisers and which price has been agreed upon by the City and the developer. A public hearing is required under the provisions of North Carolina General Statutes which permits a negotiated sale to a non-profit association or corporation.

Additional information on the proposed housing project and a map are attached.

Attachment No. 1



POLICY AGENDA

5. RECOMMEND ADOPTION OF A RESOLUTION REQUESTING THAT THE CITY-COUNTY AD-HOC PLANNING COMMITTEE REVIEW THE CITY AND COUNTY MANAGERS' RECOMMENDATION TO CONSOLIDATE THE PLANNING DEPARTMENT STAFF UNDER THE CITY, AS PROPOSED BY THE CITY COUNCIL OPERATIONS COMMITTEE.

The functional consolidation recommended by the City and County Managers included a proposal that the Planning staff be consolidated under the City. Under this proposal the County would contract with the City for additional planning services. This would not affect the appointment or authority of the Commission other than making the staff and work program responsible to the City Manager. In their review of the functional consolidations, the City Council Operations Committee took no action on the proposal to consolidate the Planning staff under the City and suggested that the City-County Ad-Hoc Planning Committee review this proposal as part of their consideration of the Planning Interlocal Agreement.

6. CONSIDER APPROVAL OF THE PROPOSED UNIVERSITY COMMUNITY IMPLEMENTATION PLAN AS RECOMMENDED BY THE CITY COUNCIL PLANNING AND PUBLIC WORKS COMMITTEE.

In August 1981 City Council, the County Commission and the Board of Education adopted resolutions supporting residential growth in the Northeast and instructed their staffs to work with Charlotte-Mecklenburg Planning Commission in developing strategy proposals to stimulate housing development in this area.

In January 1982 the Planning Commission presented the University Community Implementation Plan to City Council. This development strategy report outlines public strategy for stimulating residential development, including Transportation Improvements, Utilities, School Facilities, the Urban Development Center (University Place), and Zoning and subdivision Ordinance Amendments that would support development in targeted residential areas or implement other plan features.

City Council is now being asked to initiate the following actions proposed in the report:

- o Develop a mechanism for construction of the last segment of Harris Boulevard from Old Concord Road to Newell Hickory Grove Road.

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6. (continued)

Work diligently with County Officials to urge the State to incorporate this last segment into the State Transportation Improvement Program.

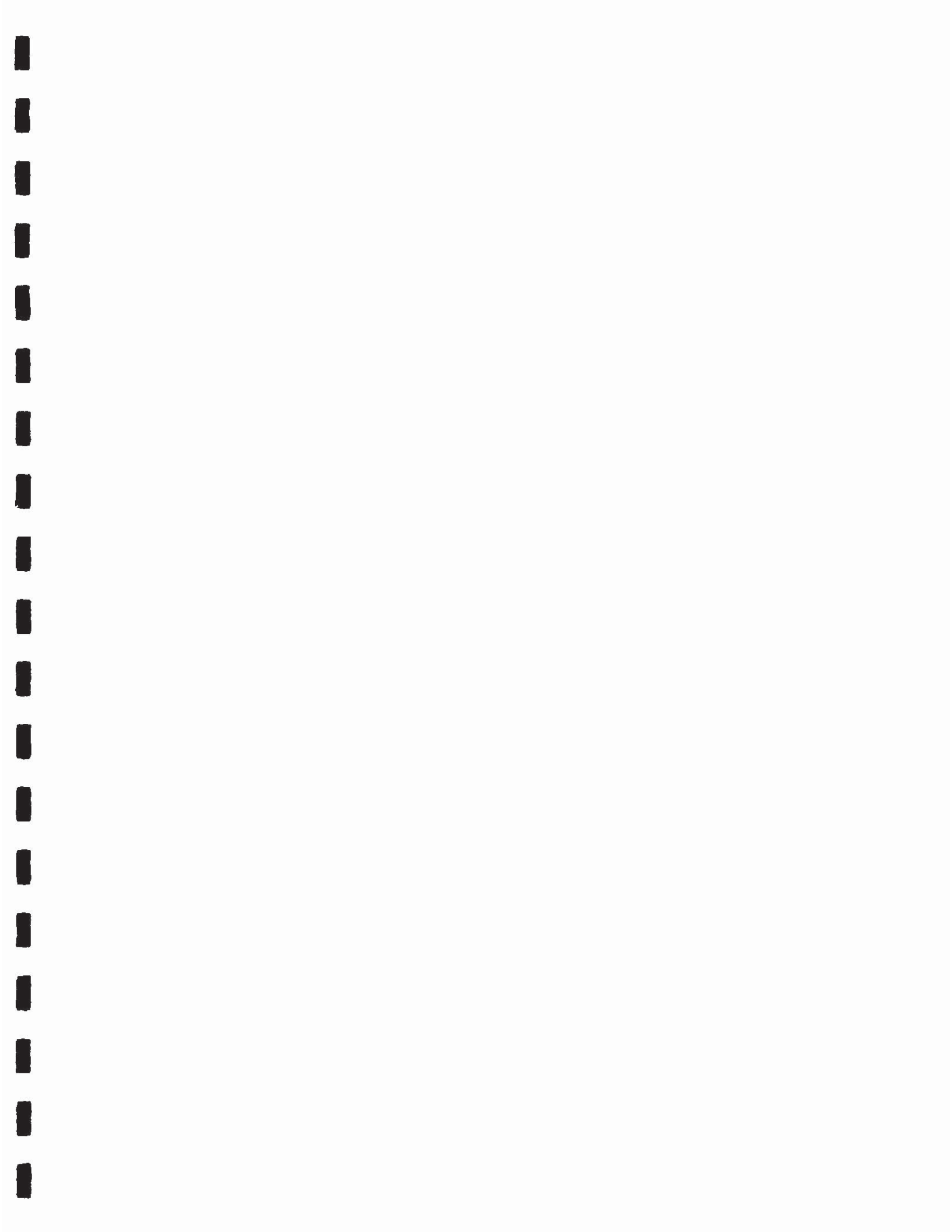
- o Establish water and sewer lines as needed for the area west of Mallard Creek consistent with anticipated growth. This would be coordinated with the construction of Harris Boulevard and funded in the Capital Improvement Program. (Estimated cost is \$1,750,000.) A utility subsidy is not recommended.
- o Co-sponsor with the County and University Foundation a symposium directed at developers and realtors to line up commitments for development within the targeted area.
- o Explore the use of County taxing authority to finance the development of a limited number of residential units.
- o Endorse the efforts by the Planning Commission to study the Northeast quadrant of the County and request the Planning Commission to report how a study would fit into its FY83 Work Program.

The City Manager's Staff, the City Attorney, the Budget Office, Utility Department, Transportation Department, School Board and County Staff were involved in preparation of the report.

The Planning and Public Works Committee has also solicited comments from outside interested parties including the Chamber of Commerce, the Home Builders Association, and the University Foundation.

7. CONSIDER RECOMMENDATION FROM THE CITY COUNCIL TRANSPORTATION COMMITTEE TO AMEND THE SCHOOL ZONE MARKING POLICY TO ALLOW THOSE SCHOOLS THAT WISH TO KEEP CURRENT SIGNS AND LIGHTS AT SIGNALIZED INTERSECTIONS TO DO SO.

Three years ago a number of concerns were expressed about the lack of observance of school zones by the public. Much of the difficulty was due to the fact that there were six different types of school zones. It was concluded that a new policy should be developed which would reduce the number of different types and provide uniformity of zone designation. The Mayor's Citizen Transportation Committee and a staff committee, including school representatives, took the problem under



7. (continued)

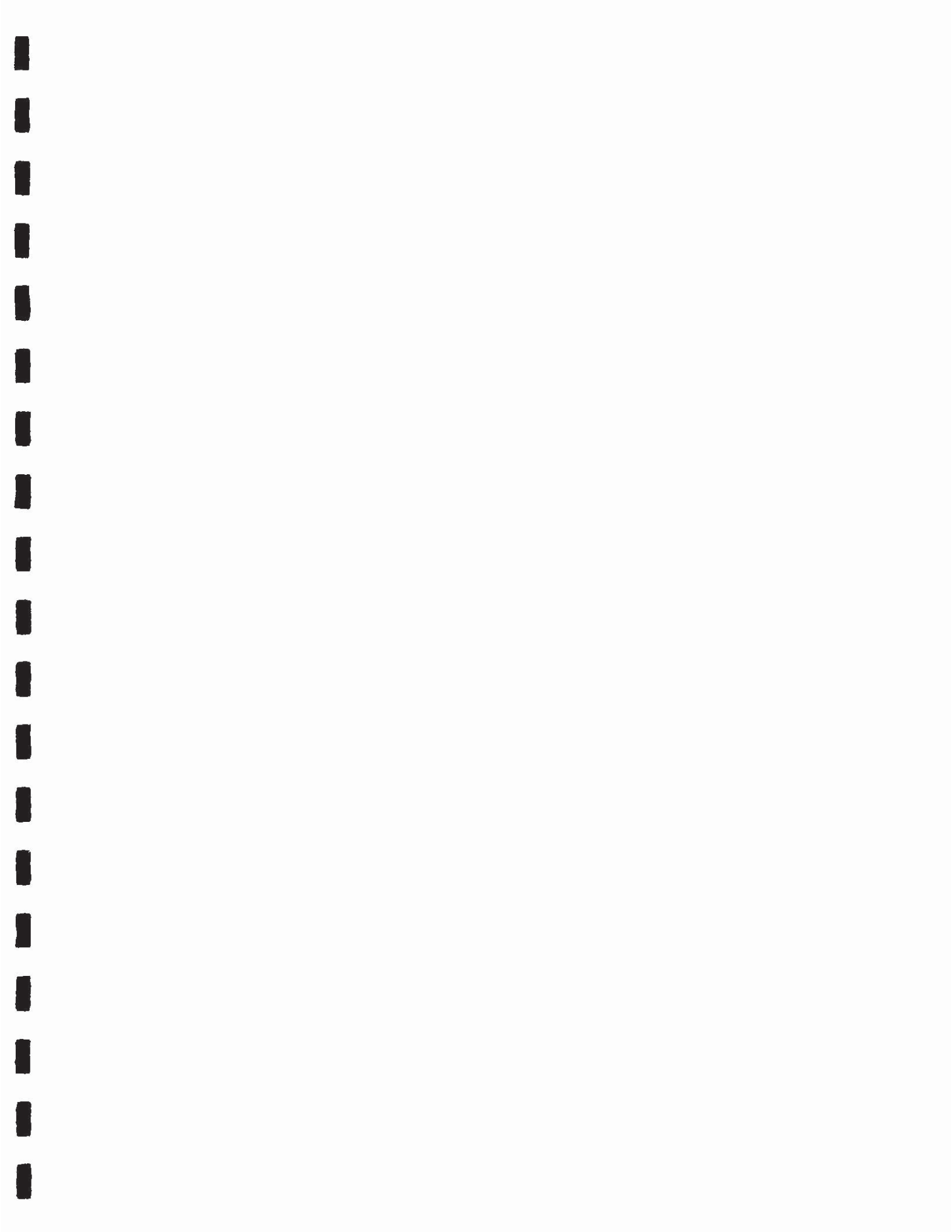
study, and their efforts resulted in the proposed policy on school zones which reduced to three the different types of zones. The Council's Transportation Committee added a fourth type by requiring the installation of the standard school zone warning sign at crossings protected by regular traffic signals. The proposed policy was adopted by City Council. Afterwards, the School Board received complaints from various Parent-Teacher Associations and Principals about the change in the policy and asked City Council to take another look. City Council referred this to the Transportation Committee.

The major concern expressed during the Transportation Committee meeting was that existing signs and, particularly, flashing lights at school crossings be kept rather than be removed in compliance with the new policy. The Transportation Committee unanimously recommended that the Council approve, in effect, a Grandfather Clause to allow those schools that wanted to keep current signs and lights at signalized intersections to do so. This would affect a maximum of 14 school zone crossings. New school zone crossings would be marked in accordance with the current policy and would not be affected by this amendment.

8. CONSIDER ACTION ON THE FOLLOWING RECOMMENDATIONS FROM THE CITY COUNCIL LONG RANGE FUNDING COMMITTEE:

A. RECOMMEND THAT THE CITY COUNCIL OF THE CITY OF CHARLOTTE GO ON RECORD WITH THE NORTH CAROLINA LEAGUE OF MUNICIPALITIES IN SUPPORT OF THE FOLLOWING LEGISLATION:

- o State Revenue Sharing program
- o Local option sales tax (5th cent)
- o Local option for a broad range of taxes to support municipal services (i.e., hotel-motel, sales, payroll, income)
- o Local option to increase municipal motor vehicle tax to a maximum of \$10 per year
- o Change interest rates on delinquent property taxes from 2% in January and 3/4 of 1% per month thereafter, to 5% in December and 1% per month thereafter.
- o Creation of a State Operating Assistance Program to assist municipalities and counties in public transit, rural and human services transportation activities, and inter-city transportation activities.



8. (continued)

B. RECOMMEND AUTHORIZATION FOR THE COMMITTEE TO PURSUE FURTHER THE FOLLOWING ITEMS OF LEGISLATION TO BE INTRODUCED DURING THE 1983 GENERAL ASSEMBLY SESSION BY THE CITY OF CHARLOTTE:

- o Local option hotel-motel tax
- o Local option payroll tax

The Committee is not recommending specifics for either local-option proposal, but does want full City Council authorization before it develops draft legislation which would be submitted for Council review prior to the 1983 legislative session.

A copy of the full Committee report is attached for your review.

Attachment No. 2

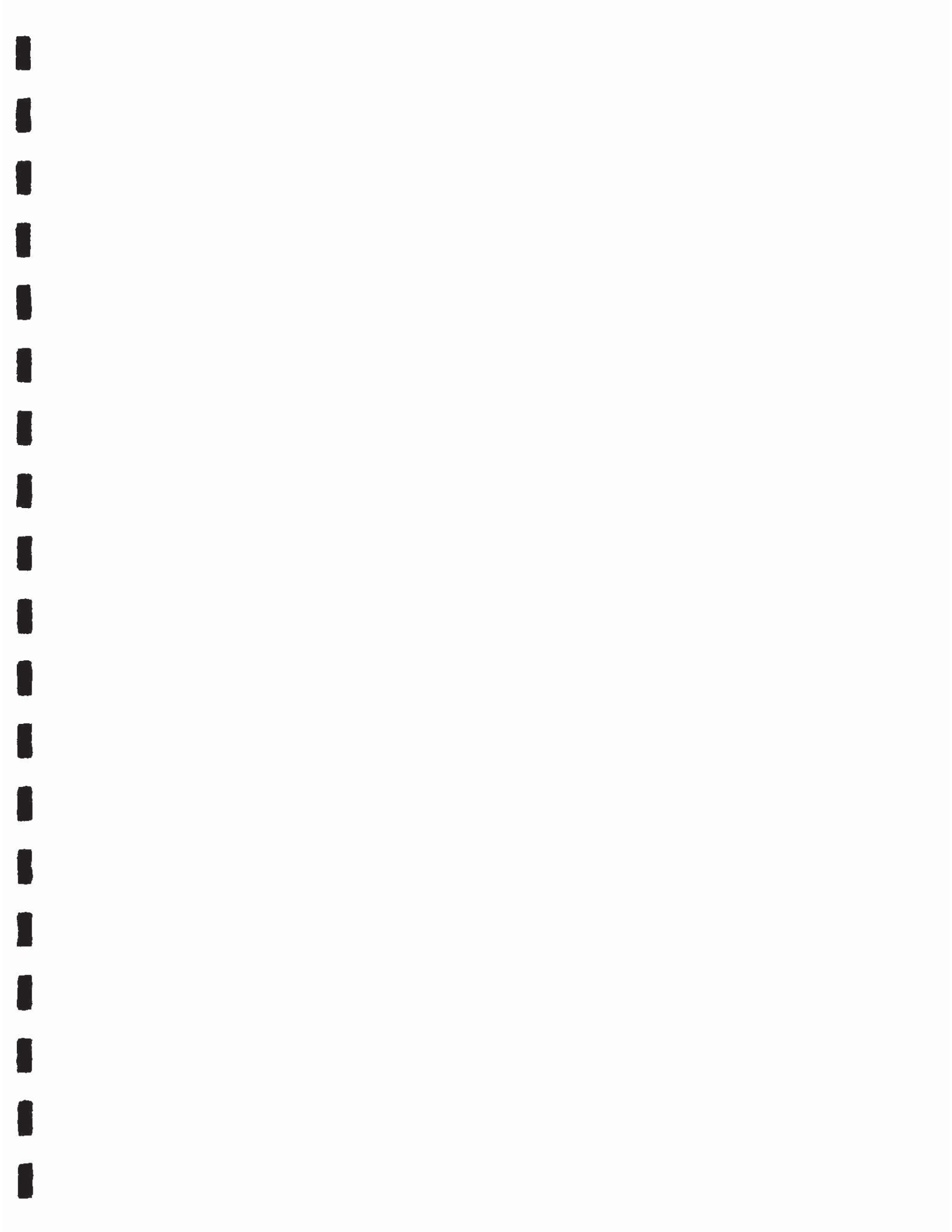
9. CONSIDER AUTHORIZATION FOR THE CITY MANAGER TO CONTRACT WITH THE UNIVERSITY OF NORTH CAROLINA AT CHARLOTTE URBAN INSTITUTE FOR A STUDY OF THE LEVEL OF PARTICIPATION BY MINORITY AND WOMEN CONTRACTORS OPERATING AS PRIME AND SUBCONTRACTORS ON CITY CONSTRUCTION PROJECTS, AND THE APPROPRIATION OF \$7,000 FROM THE GENERAL FUND CONTINGENCY TO FUND THE STUDY.

The City Attorney has advised that the City would be in the best legal position to implement a "good faith effort" plan if there were first presented findings of fact regarding discrimination in the construction industry as it relates to City projects.

At the request of City staff, the Urban Institute has prepared a proposal to analyze the level of participation by women and minority contractors during the last five years at a cost of \$7,000.

A copy of the full Committee report and the proposed study is attached for your review.

Attachment No. 3



10. DISCUSSION OF THE HOUSING ASSISTANCE PLAN AS REQUESTED BY COUNCILMEMBER HARVEY GANTT.

A status report on the Housing Assistance Plan will be forwarded to City Council on Friday, September 10.

City Council may wish to refer this matter to the Community Development & Housing Committee for further study.

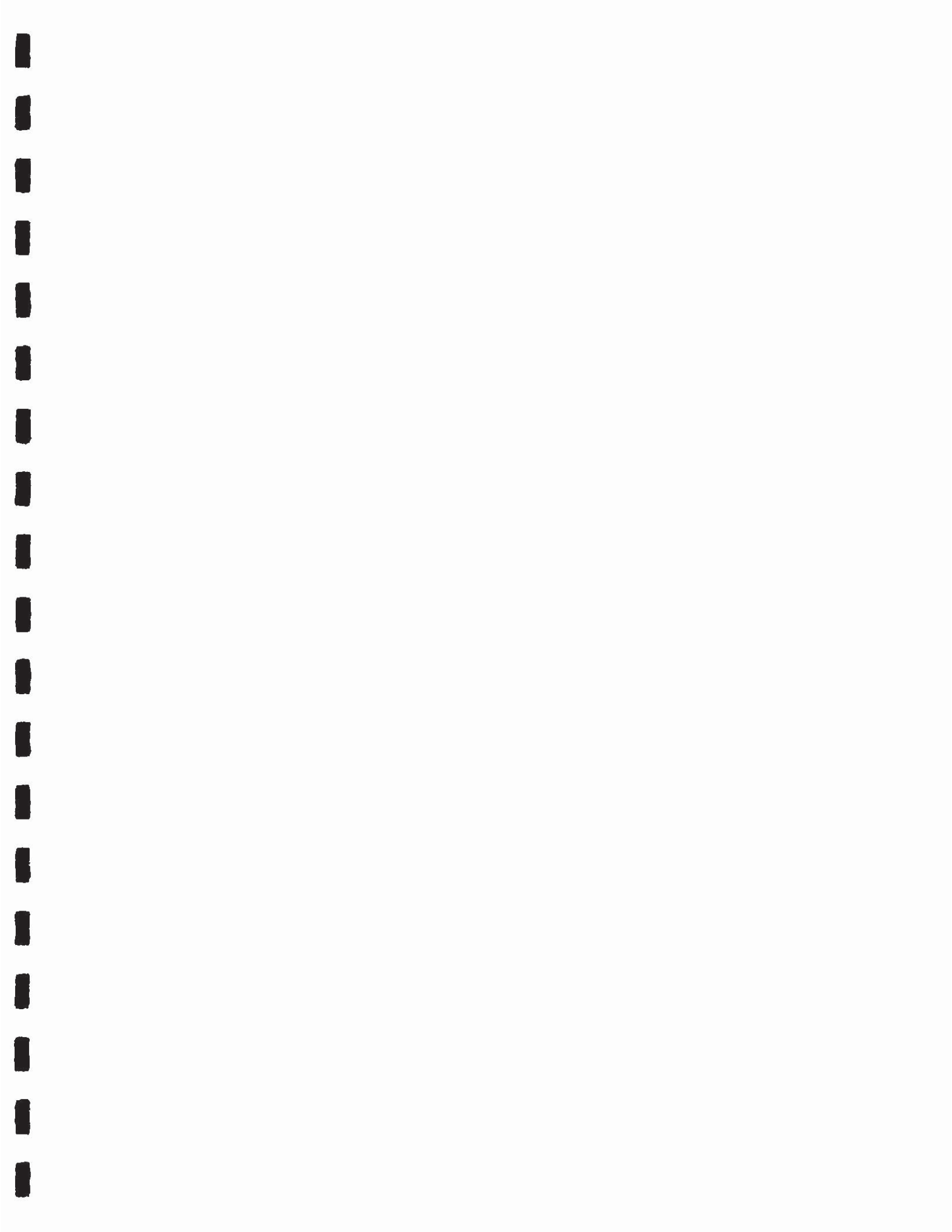
11. RECOMMEND ADOPTION OF RESOLUTIONS TO CLOSE PORTIONS OF NORTH ALEXANDER STREET AND NORTH MYERS STREET.

In the June 14, 1982 and July 12, 1982 City Council meetings, public hearings were held regarding the right of way abandonment for portions of North Alexander Street between East Tenth Street and East Eleventh Street, North Myers Street between East Sixth Street and East Seventh Street, North Myers Street between East Eighth Street and East Ninth Street, and East Ninth Street between North McDowell Street and East Tenth Street Extension. These streets are located within the boundaries of the First Ward Urban Renewal Area and are part of the plan which was adopted by City Council on April 30, 1973 and amended September 8, 1980.

The Community Development Department intends to incorporate these rights of way into the adjoining tracts of land owned by the City of Charlotte for future development. Because of citizen opposition, these street closings were referred to City Council Community Development and Housing Committee for review in relation to the total Redevelopment Plan. It was the recommendation of the Committee that these right of way abandonments proceed at North Alexander and North Myers Street.

In conjunction with a related First Ward Street closing, the East Ninth Street abandonment, the Committee discussed and recommended that Ninth Street between McDowell and Myers Streets remain closed, and that the Tenth Street connector be converted to two-way traffic with a sign to direct the traffic flow during the day so as not to impact the area. The Committee also agreed to leave it to the discretion of the Engineering Department to determine if changes have to be made at McDowell and Tenth to accommodate right turning vehicles.

A question has been raised since the Committee meeting, whether putting a signal at McDowell and Tenth Street would have a



11. (continued)

negative impact on the recently approved Central Avenue Transit System Management (TSM) Plan.

Therefore, the Ninth Street abandonment will be delayed for additional review.

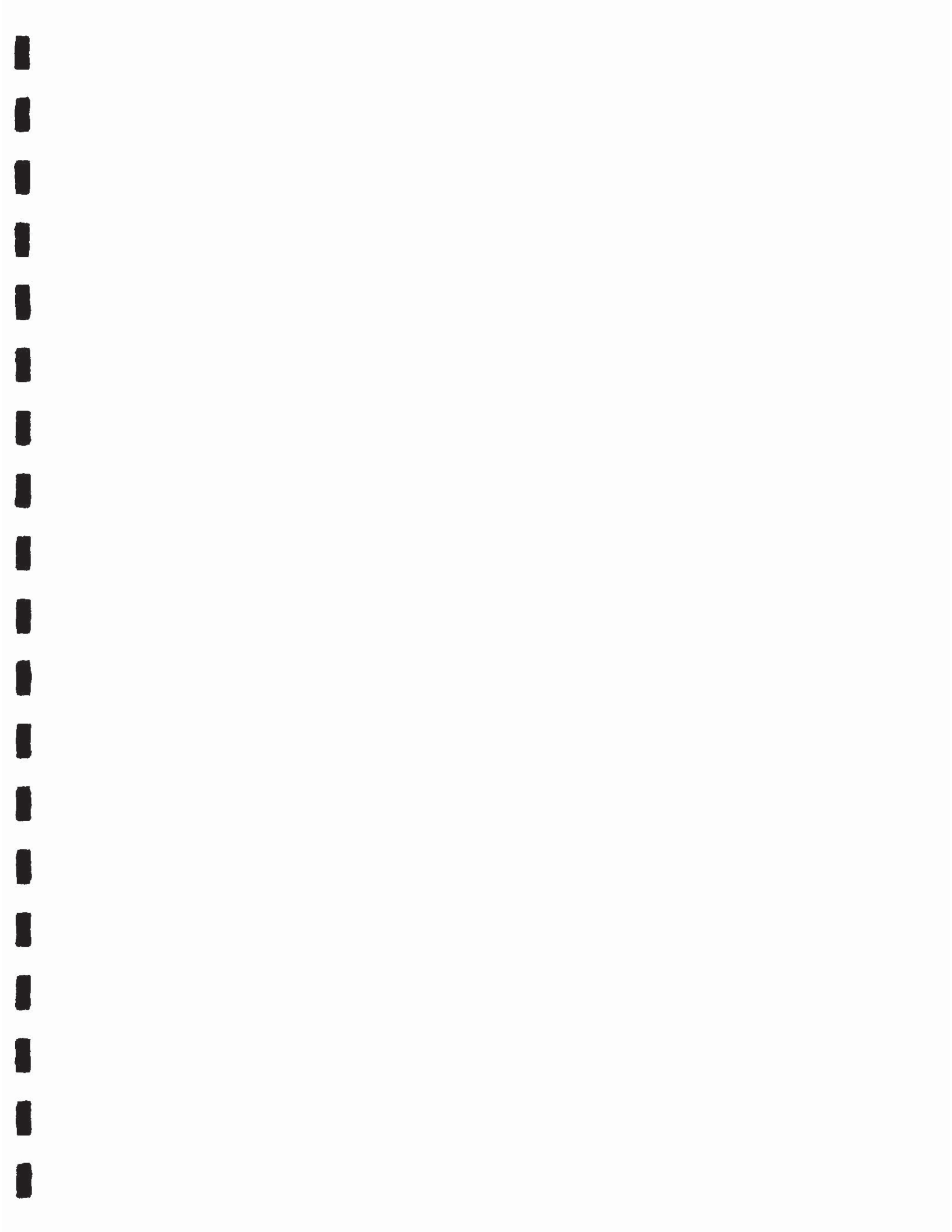
12. RECOMMEND ADOPTION OF A "RESOLUTION OF CITY COUNCIL OF THE CITY OF CHARLOTTE, NORTH CAROLINA APPROVING AMENDMENT NO. 2 TO THE REDEVELOPMENT PLAN FOR THE FIVE POINTS NEIGHBORHOOD STRATEGY AREA".

The Five Points Community Development and Redevelopment Plan was first adopted by City Council on April 18, 1977 and later amended on July 2, 1979. On October 6, 1980, the City Council endorsed a "Joint Report" developed by the Biddleville-Five Points Community Organization (BFPCO) and the Community Development Department which established parameters for amending the Plan. The primary emphasis was on saving additional existing housing units and providing opportunities for affordable replacement housing for Five Points residents.

A public hearing was held by City Council on August 9, 1982 at which time representatives of the BFPCO requested that additional language contained in the 1980 Joint Report be added to the text of the amendment. They also requested a written assurance that Five Points relocatees would be given first priority in occupying the 50 public housing units to be constructed in Five Points. These items have been incorporated into the text of the plan and the entire text of the Joint Report has been attached as an exhibit to the plan.

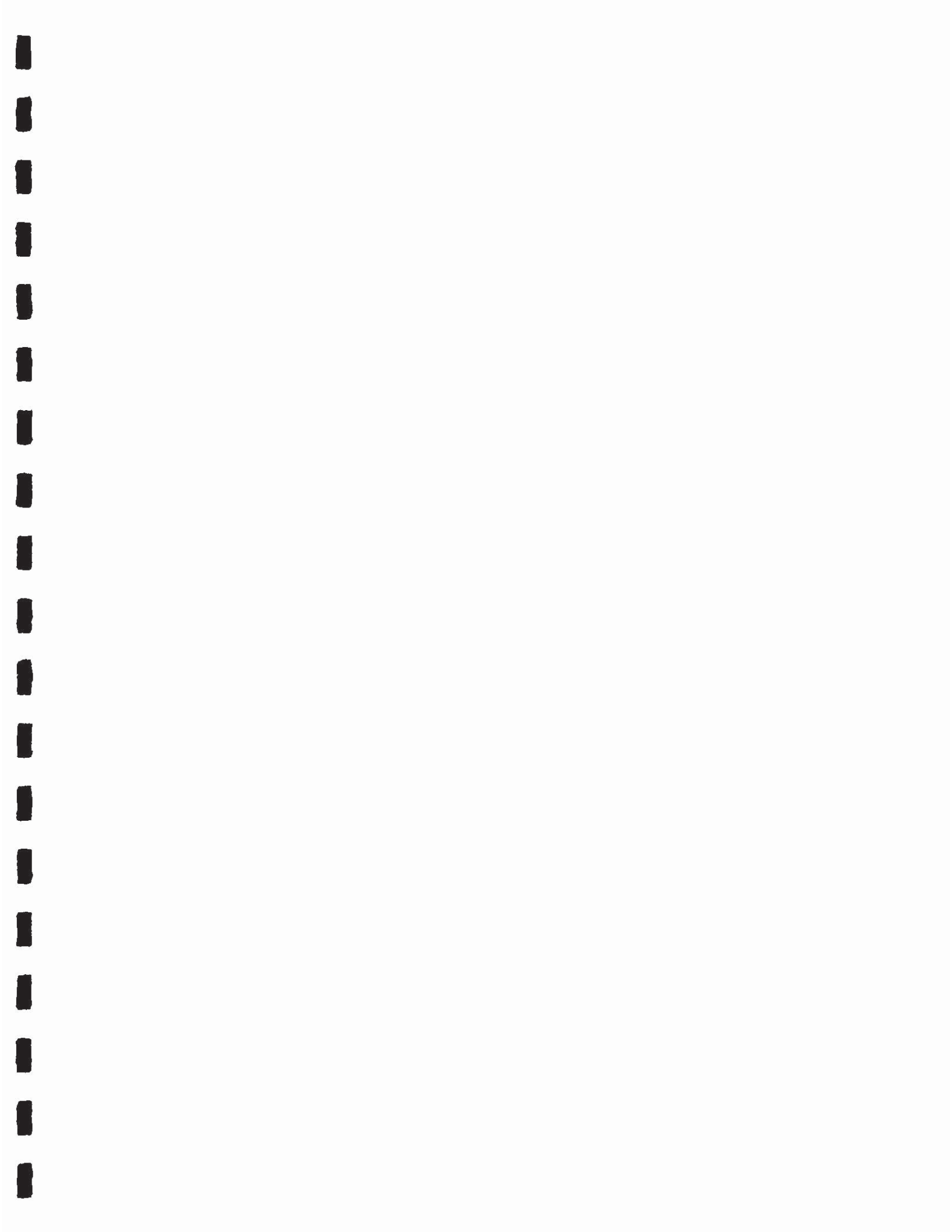
The adoption of the Resolution to amend the Redevelopment Plan for Five Points is necessary to reflect the following changes to the Plan for the neighborhood:

1. Revise the "Land Use Plan Map No. 3" to retain existing street patterns in the Western Heights section of Five Points, making major public improvements to Frazier Street, Flint Street and Montgomery Street in order to incorporate the Charlotte Housing Authority public housing development into the Plan.



12. (continued)

2. Revise the "Land Acquisition and Boundary Map No. 2" to reflect the conservation of additional existing housing units considered feasible for rehabilitation. The properties are primarily along West Sixth Street, Montgomery Street and Flint Street.
3. Revise the "Land Use Plan Map No. 3" to show a change in the land use along North Summit Avenue between West Fifth Street and Martin Street from public to residential use so as to provide the opportunity for new housing development.
4. Revise the Plan to delete the construction of a cul-de-sac on Andrill Terrace to continue to allow access to Johnson C. Smith University and to conform to their Master Plan.
5. Revise the Plan to allow improvements to the intersection of Solomon Street at Trade Street which do not require the demolition of two existing occupied structures.
6. Revise land use from multi-family to business for property facing Trade Street where Frazier intersects Trade Street.
7. Revise the Relocation Policy to allow the opportunity for each relocatee to counsel with the Biddleville-Five Points Community Organization before relocating any residents outside the Five Points community.
8. Revise sections of the Redevelopment Plan to include regulations and controls by means of referencing appropriate documents, primarily the Zoning Ordinance. Including this information by reference avoids minor discrepancies from developing between the Redevelopment Plan and the Zoning Ordinance whenever a minor modification occurs in the Zoning Ordinance.
9. Update the estimated cost and method of financing to include CDBG appropriations that have occurred since the 1979 Amendment.



12. (continued)

10. To make the entire "Joint Report by the Biddleville-Five Points Community Organization and the Community Development Department" approved by City Council on October 6, Exhibit C of the Redevelopment Plan.

13. CONSIDER REQUEST FROM PATRICK O. SMITH (SENIOR ARMY INSTRUCTOR) AND JOSEPH W. PAUL (PRINCIPAL) OF HARDING HIGH SCHOOL TO ALLOW THE DISCHARGE OF PRECISION AIR RIFLES WITHIN THE CITY LIMITS AS PART OF THE ARMY JROTC MARKSMANSHIP PROGRAM.

Officials at Harding High School have requested City Council approval to discharge live ammunition in an indoor precision air rifle range at Harding High School as part of the Army JROTC Marksmanship Program. Precision air rifles will be discharged. These rifles use soft lead pellets which are quite similar to BB gun ammunition. City Council must grant authority to fire any live ammunition within the City limits.

Staff has been advised that careful range regulations and precautionary measures will be followed to insure safety.

The U. S. Army will send a range safety officer to inspect the facility and to insure that health and safety standards are met before the range is used. The Police Department will also inspect the range prior to initial use. All range firing will be conducted under direct supervision of a qualified U. S. Army JROTC instructor.

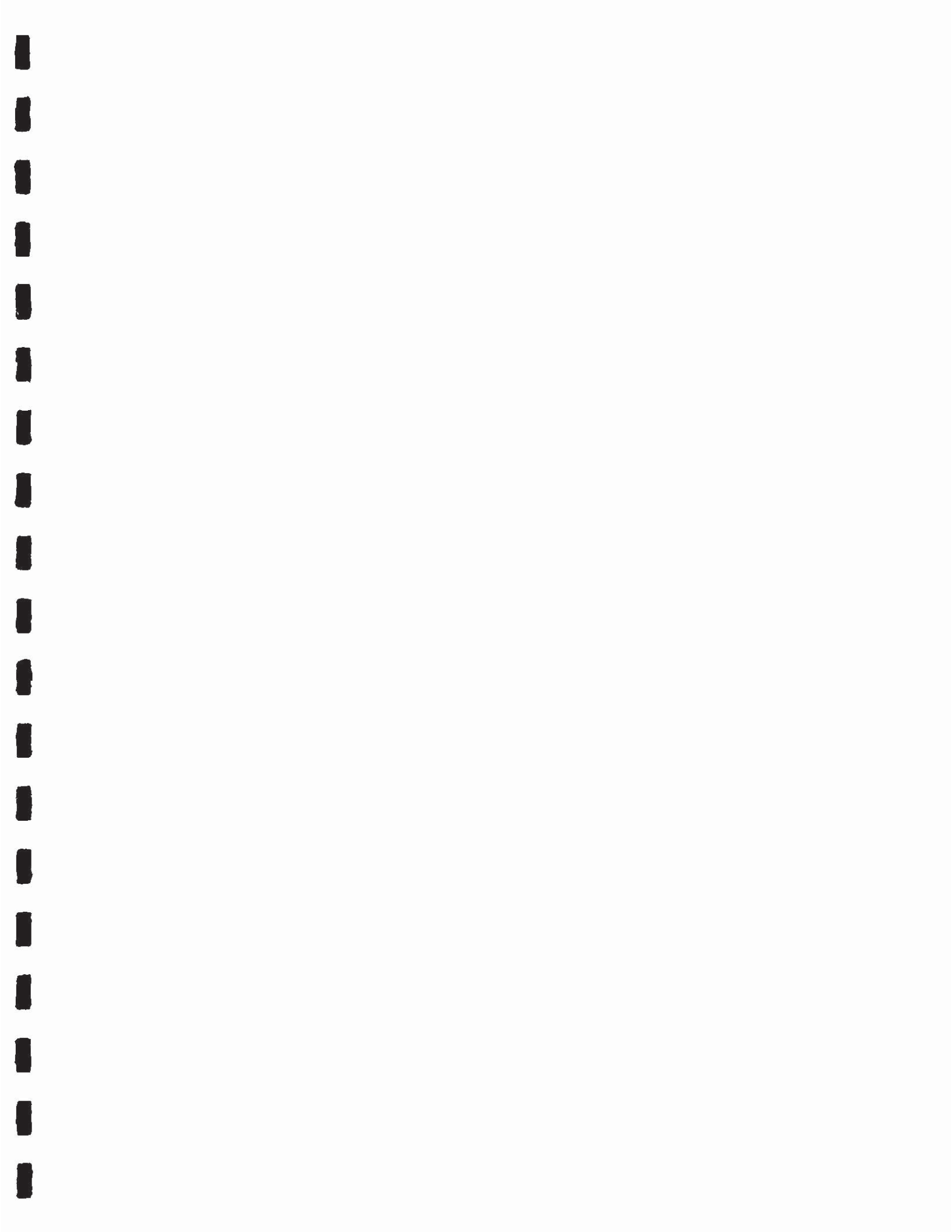
14. CONSIDERATION OF NOMINATIONS TO VARIOUS BOARDS, COMMITTEES AND COMMISSIONS.

The attendance report is based on the first two quarters of the calendar year, and from information filed with the City Clerk.

(a) Boxing Commission - one position. Appointment is for a three-year term. Bob Eller's term expires on July 31, 1982. Mr. Eller was appointed May 24, 1982 to fill an unexpired term.

Attendance. Report not filed for second quarter.

(b) Clean City Committee - one position. Nancy Troyer has resigned. Appointment is for an unexpired term ending June 30, 1984.



14. (continued)

(c) Community Facilities Committee - two positions. Appointments are for two-year terms.

- 1) Danya Hardwick Yon was appointed September 8, 1980. Her first term expires September 1, 1982.

Attendance: Present for five out of seven meetings.

- 2) Graham W. Denton, Jr. was appointed October 26, 1981 for an unexpired term ending September 1, 1982.

Attendance. Present for five out of seven meetings.

(d) Taxicab Review Board - one position. Appointment is for a three-year term. David Hunter's term expires September 1, 1982. Mr. Hunter was appointed September 10, 1979 and has served one full term.

Attendance: No meetings have been held during the current calendar year.

(e) Uptown Development Corporation - two positions. Appointments are for three-year terms.

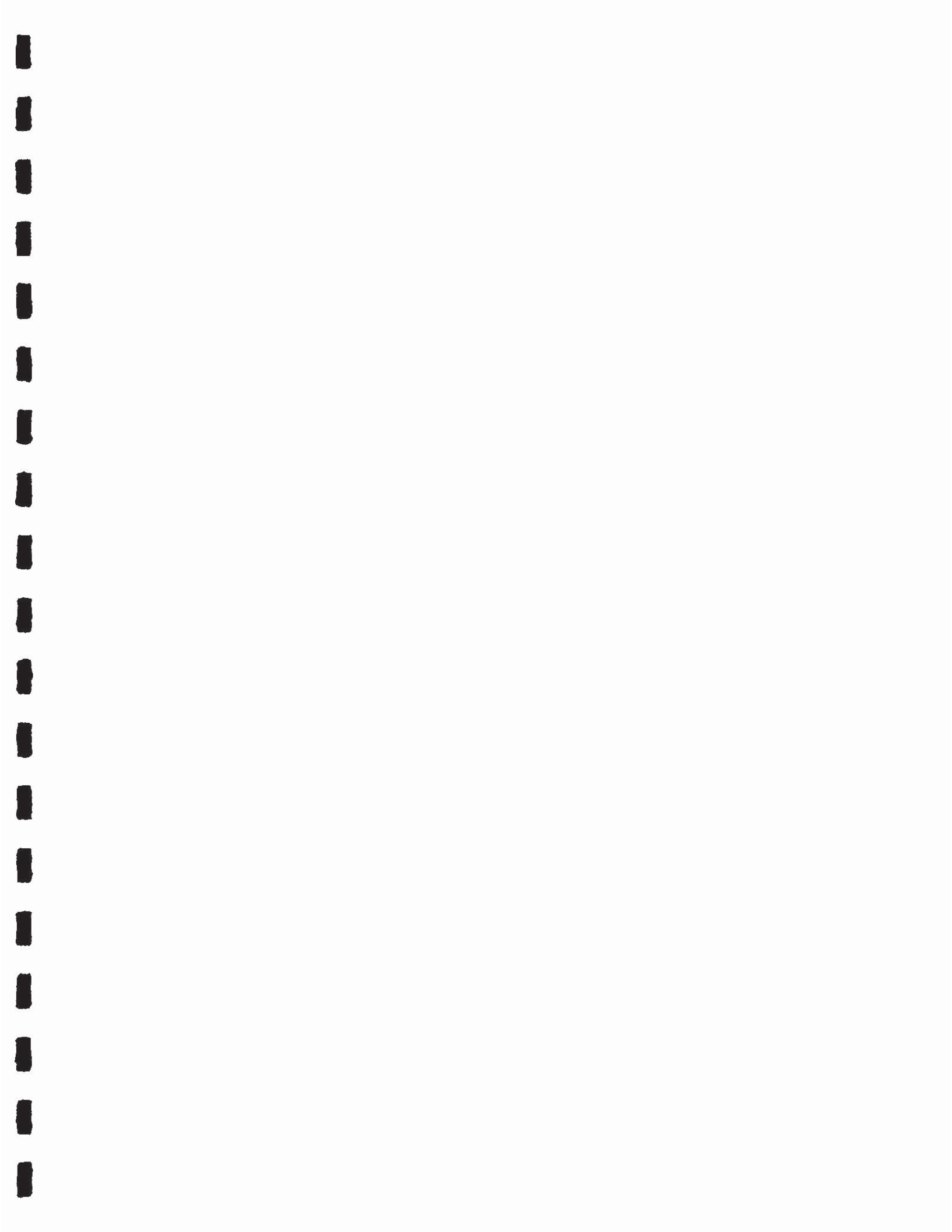
- 1) Rolfe Neill (Business Category) was appointed July 10, 1978 and reappointed August 25, 1980. His term expires August 31, 1982. Mr. Neill has completed one term since the limitation of terms clause was added to the by-laws in 1981.

Attendance: Present for four out of six meetings.

- 2) Mary Hopper (Non-Profit Organization Category) was appointed August 25, 1980. Her first term expires August 31, 1982.

Attendance: Present for six out of six meetings.

Attachment No. 4



BUSINESS AGENDA

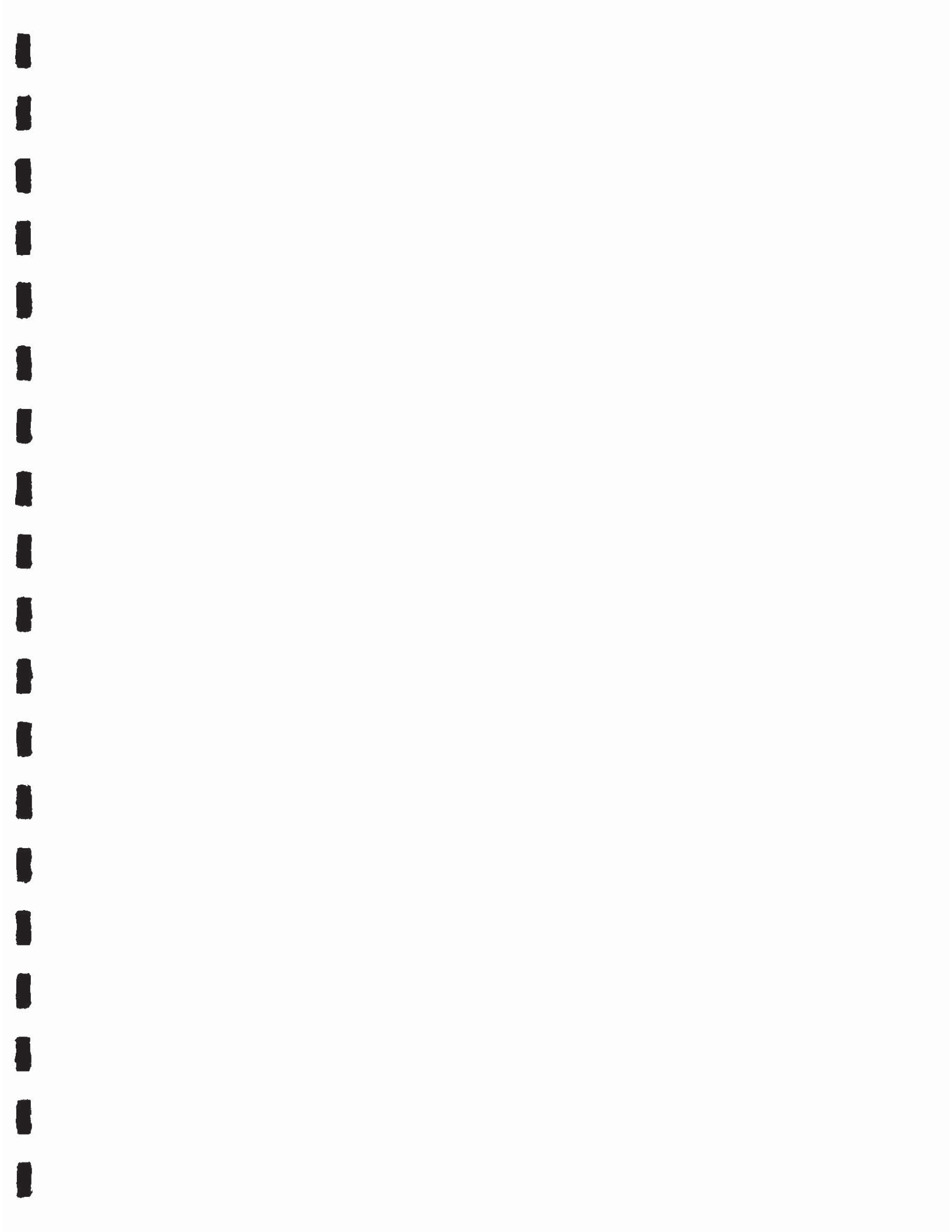
15. RECOMMEND APPROVAL OF A LEASE AGREEMENT DOCUMENT WITH FIRST UNION NATIONAL BANK FOR THE LEASE OF GENERAL FUND EQUIPMENT TOTALING \$3,084,504.

On August 9, 1982 City Council approved a Master Lease Agreement with First Union National Bank for 90 police vehicles, which was the first step in the process as part of lease-purchase of General Fund rolling stock and other equipment approved for in the FY 83 annual budget. (A cost analysis of lease-purchase alternatives, compared to direct cash purchase of rolling stock, was conducted and indicated favorable cost advantages for lease-purchase because of the City's very favorable credit standing and the assumed value of money in the future.)

The City has now received proposals for equipment to be acquired by the City through December, 1982. It is estimated that \$3,084,504 in new equipment will be acquired in this time period consisting mainly of sanitation trucks, landfill equipment, miscellaneous vehicles and related support systems. Equipment to be purchased after December will be covered by a lease to be forwarded for Council approval later on this year.

The lease is for a five year period with semi-annual installments of principal and interest. The interest rate will be based on the municipal bond index current at the time of payment for the equipment. Of the six proposals reviewed by staff, First Union National Bank offered the most favorable financing plan.

This lease agreement will be funded under the lease purchase appropriation in the FY 83 budget.



18. (continued)

Staff is recommending that the new contract amount be increased to \$112,476 from the prior year of \$96,409 in order to compensate the Cherry Community Organization for the loss of a Neighborhood Self Help Grant which had paid a portion of staff cost.

Attachments for this agenda item include a copy of the proposed contract and a program evaluation report.

B. CONSIDER OFFER FROM MOTION, INC. TO PROVIDE NEW AND REHABILITATED HOUSING UNITS IN RESPONSE TO HOUSING NEEDS FOR RELOCATEES AT A TOTAL COST OF \$1,003,375.

Since FY 1976, the City of Charlotte has contracted with Motion Inc. to provide services in the development, management and sale of new and rehabilitated housing units for low and moderate income families as part of its community development and housing commitment. Through FY 82, the administrative cost to the City under five (5) performance contracts and four (4) extensions has totalled \$1,103,700. Their current contract expires on November 30, 1982.

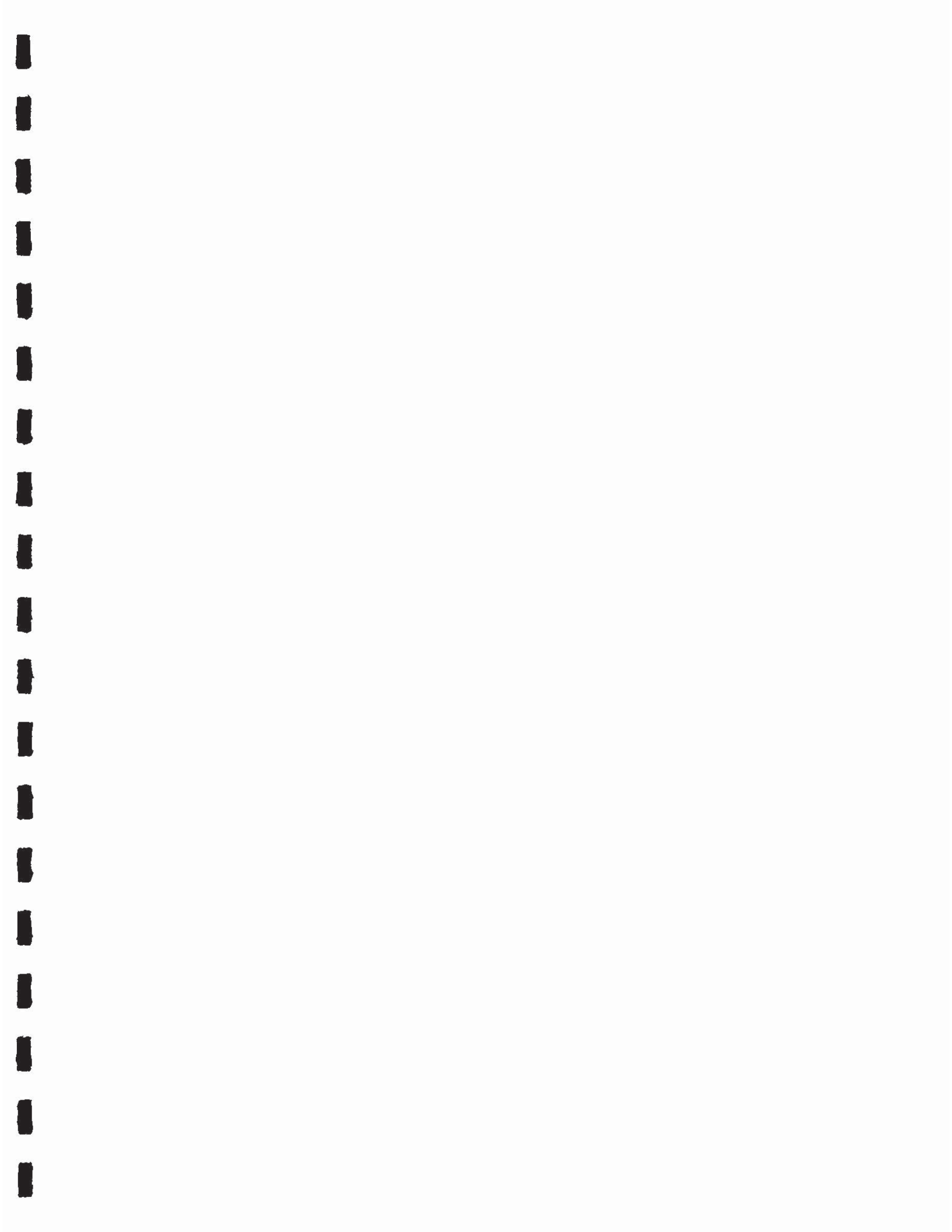
Motion, Inc, has offered to provide the following scope of services to the City during FY 83:

I. Acquire and Rehabilitate

- A. Six (6) city-owned residential units.
- B. Ten (10) privately owned residential units.
- C. A 47-unit privately owned apartment complex financed through the North Carolina Housing Finance Agency.

II. Provide New Housing Construction

- A. Build 15 single-family units on infill lots acquired from the City financing through the North Carolina Housing Finance Agency.
- B. In cooperation with the Westminster Company, complete the construction and occupancy at the Grier Park and Victoria Townhouse Section 8 Projects comprising 60 housing units.



18. (continued)

This contract would require General Revenue Sharing funds in the amount of \$203,375 and housing acquisition and rehabilitation loans from the Community Development Block Grant in the amount of \$800,000, for a grand total of \$1,003,375.

Attached for City Council review is a copy of the proposed contract and a program evaluation report.

C. CONSIDER VARIOUS FUNDING OPTIONS FOR A CONTRACT WITH FAMILY HOUSING SERVICES, INC. FOR A HOME MANAGEMENT AND IMPROVEMENT PROGRAM FOR RESIDENTS OF THE GREATER CHARLOTTE AREA AND/OR FOR RELOCATEE REFERRALS FROM THE COMMUNITY DEVELOPMENT DEPARTMENT.

The Home Management and Improvement Program is designed to improve the condition of owner and tenant occupied homes, the financial stability and home management skills for residents of the Greater Charlotte Area, by providing professional individual or group counseling and/or Consumer Education Services.

The City of Charlotte has contracted with Family Housing Services, Inc. for this program since FY 1976. Their current contract expires September 30, 1982.

Staff has prepared four funding and service level options for City Council consideration, ranging from \$116,000 (FY 1981 budget) to \$258,725 (Budget requested by the agency) A new contract would be funded out of the General Revenue Sharing Housing Account.

Attached for City Council review is a contract based upon Option A and a program evaluation report.

Attachment No. 6

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The City Attorney advises that Agenda Items No. 19 through No. 38 may be considered in one motion. However, any member of Council may request an item be divided and voted on separately.

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Bid List

19. RECOMMEND APPROVAL OF THE BID LIST AS SHOWN BELOW:

A. Item: JAMES BOYCE PARK Parks & Recreation Dept.
Project No: 512-80-204

Recommendation: By the City Engineer that the low bid of \$232,356.00 as submitted by T. K. Browne Construction Co., Inc., be accepted for award on a lump sum price basis.

Bid Summary

T. K. Browne Construction Co., Inc. Charlotte, NC	\$232,356
Roberts Enterprises, Charlotte, NC	\$247,401
Edison Foard, Inc. Charlotte, NC	\$263,680
Moretti Construction, Charlotte, NC	\$265,195
Rea Brothers, Inc., Charlotte, NC	\$266,220
Gray R. Boone Construction Corp. Charlotte, NC	\$274,380
Cabarrus Construction Co., Concord, NC	\$289,200
D. C. Turner Construction Co., Charlotte, NC	\$292,250
J. Alton Stewart Const., Inc., Huntersville, NC	\$314,160

Project Description

This park is a district park approved by City Council in November 1979 as part of the \$19.7 million 1978 Park Bond package.

This project will involve construction of restroom facilities, picnic shelter building, athletic fields, playground, parking and other park furnishings. The park will be located on Boyce Road near Sardis Road.

Source of Funding:

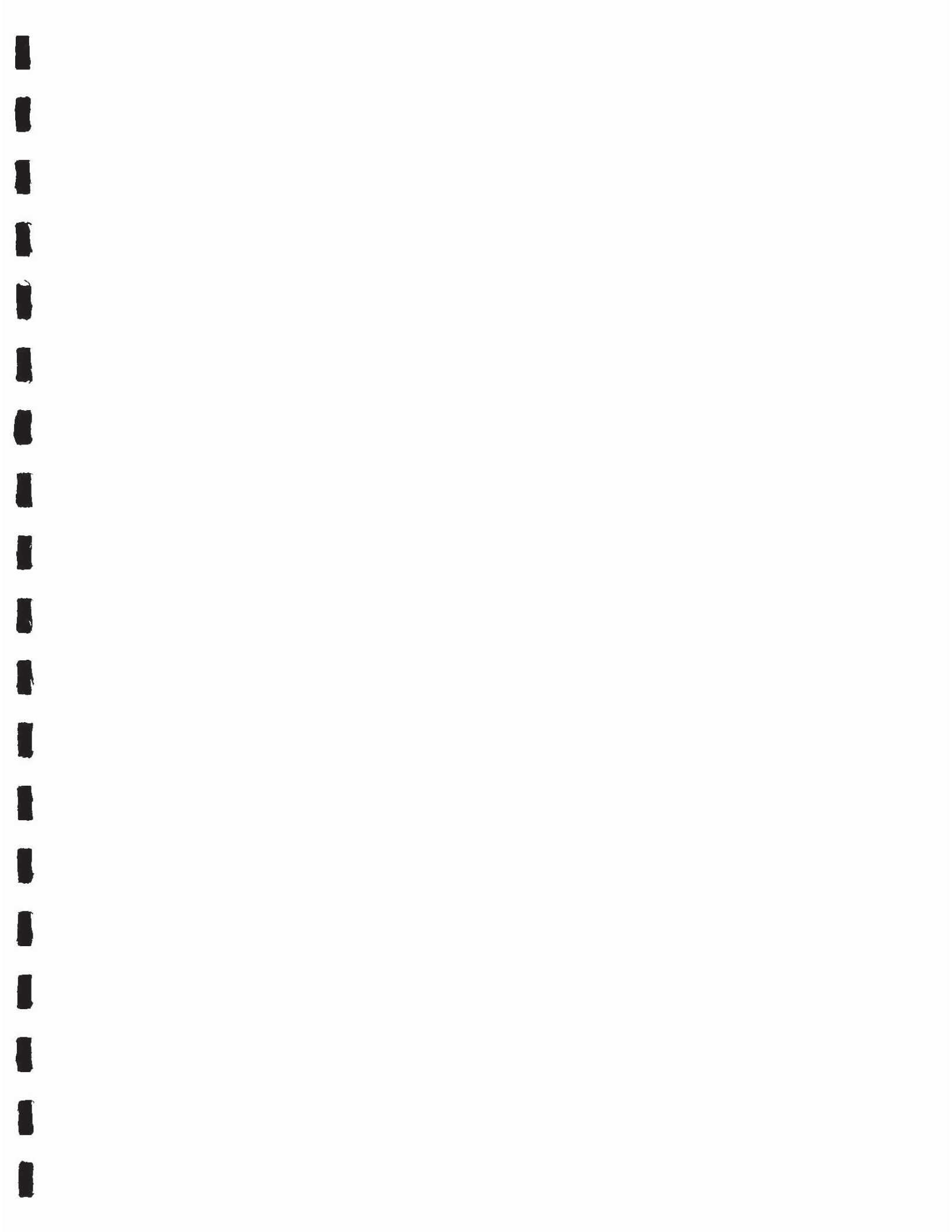
General Capital Improvement Program - Boyce Road Park Development.

B. Item: Fall Street Resurfacing Operations Dept.
1982

Recommendation: By the City Engineer that the low bid of \$896,765.18 as submitted by Rea Construction Co. be accepted for award on a unit price basis.

Bid Summary

Rea Construction Co., Charlotte, NC	\$ 896,765.18
Blythe Industries, Inc., Charlotte, NC	\$ 926,607.15
Southern Asphalt & Construction. Co.	\$ 968,342.54
Neal Hawkins Contractor, Gastonia, NC	\$1,006,510.46
Propst Construction Co., Concord, NC	\$1,027,118.00



19. Bid List (continued)

Project Description

Resurfacing contracts are let by the City in the spring and fall of each year. This work is performed to maintain the City's nearly 1,000 miles of streets in a high quality operating order. The funds are allocated by the State from its gasoline tax revenue distributed annually to all cities and towns.

This project will include resurfacing approximately 30 miles of various streets throughout the City.

Source of Funding:

Powell Bill Fund - Contracted Asphalt Street Resurfacing.

C. Item: Sidewalk Bond Program, Engineering Dept.
Phase II

Recommendation: By the City Engineer that the low bid of \$86,471.00 as submitted by T. L. Harrell's Construction Co., Inc., be accepted for award on a unit price basis.

Bid Summary:

T. L. Harrell's Construction Co., Inc. Charlotte, NC	\$ 86,471.00
Blythe Industries, Inc. Charlotte, NC	\$104,919.50
Crowder Construction Co. Charlotte, NC	\$112,096.80
Propst Construction Co., Inc. Concord, NC	\$118,240.00
Nathaniel Jones Fencing & Grading Co., Charlotte, NC	\$122,110.00
Lee Skidmore, Inc., Belmont, NC	\$131,541.50
Roberts Enterprises, Inc., Charlotte, NC	\$136,410.00

Project Description

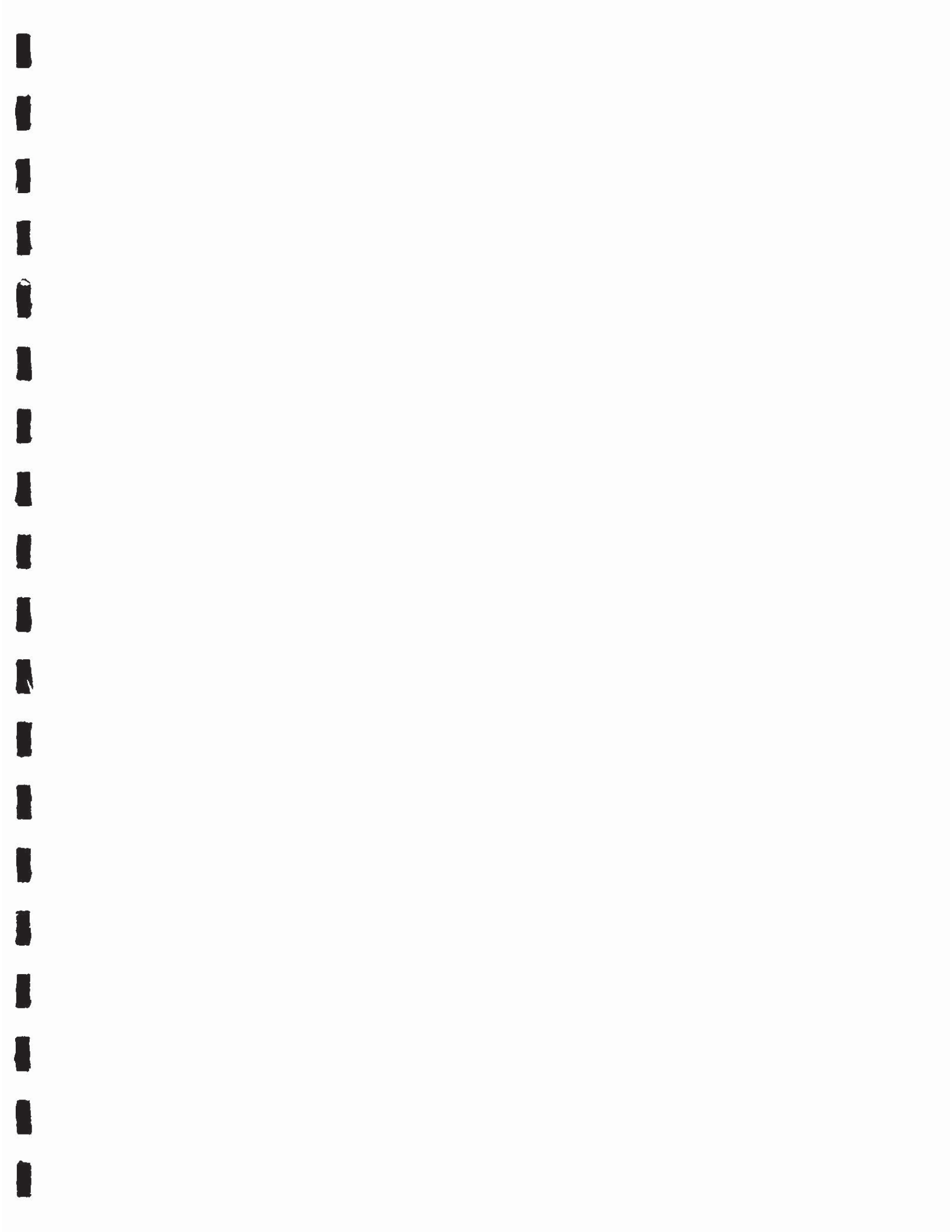
This project will include construction of 4.5' monolithic sidewalk on Finchley Drive from Eastway to Shamrock Drive and 5' sidewalk on Sugar Creek Road from Mineral Spring Road to Rumble Road.

Phase I of the Sidewalk Bond Program was the Arnold Drive project.

Source of Funding:

General Capital Improvement Program, Sidewalk Program Account.

D. Item. Sidewalk Bond Program, Engineering Dept.
Phase III



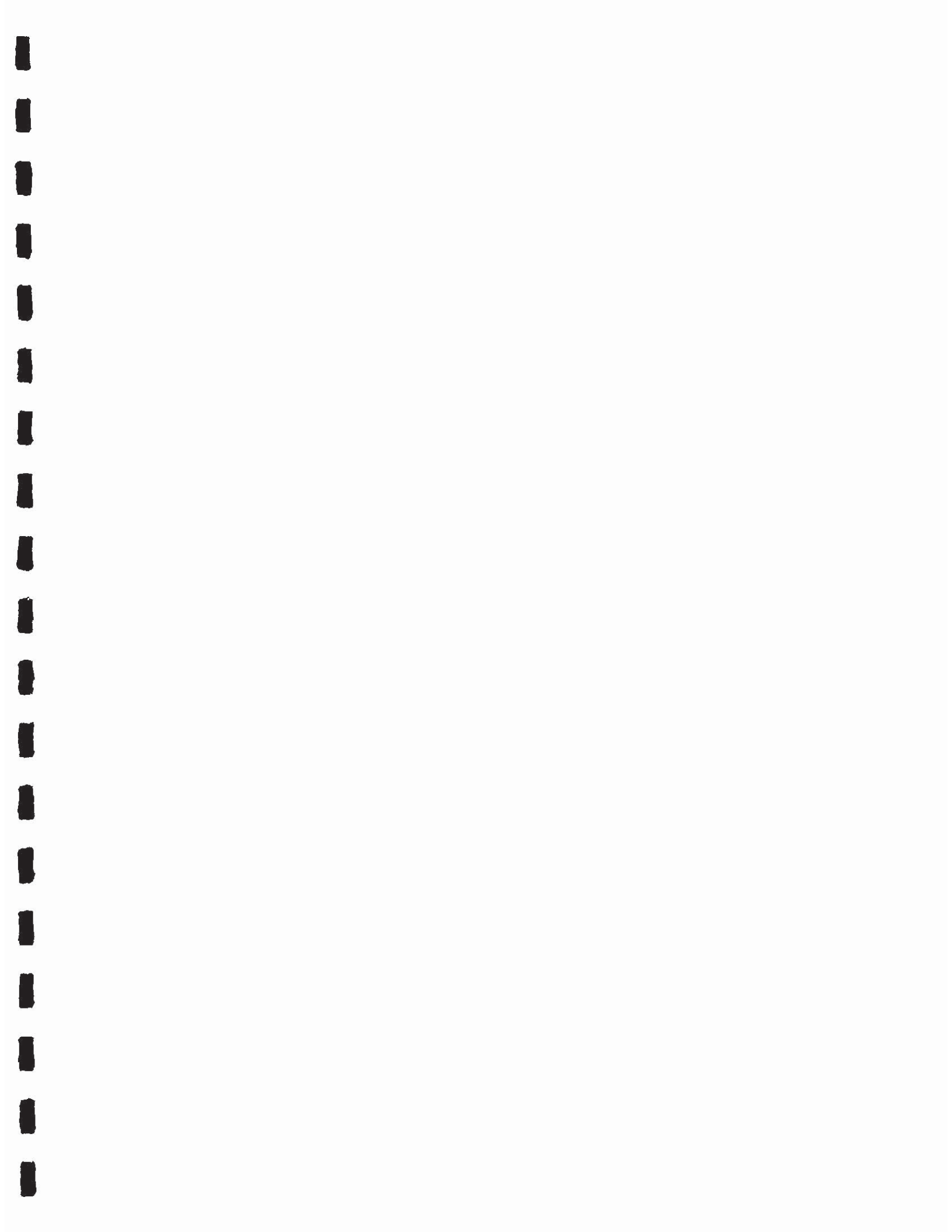
16. RECOMMEND AUTHORIZATION TO ENTER INTO A CONTRACT WITH CONVERSIONS, INC. FOR AUTOMATED SUPPORT IN CONVERTING CITY SOFTWARE SYSTEMS FROM BURROUGHS COMPUTER OPERATIONS TO IBM AT A ONE-TIME COST OF \$59,000.00.

In recent months City Council has authorized contracts for the lease of new IBM computers and related equipment and software. In order to transfer computer operations from the existing Burroughs computer systems to the new IBM computer systems it will be necessary to convert the application software to a form that is compatible with the IBM system environment. City Council was advised of the need for conversion and its cost impacts during deliberations leading to the IBM computer decision. This action falls within the conversion cost estimate previously reported to Council.

The services to be provided by CONVERSIONS, Inc. include the use of an automated conversion aid called a translator, the customization of the translator to meet the City's specific conversion needs, and guidance in its use. A translator is a software package that processes application software code, converting it from one computer environment to another.

Approximately 900 application computer programs will be passed through the translator. Use of the translator should save the City approximately \$200,000 because it will permit earlier completion of the conversion process.

The services offered by CONVERSION, Inc. provide the most complete conversion assistance at the lowest price of three translators tested by the City. Funds to cover this contract expense have been included in the MIS Department budget.



17. CONSIDER ADOPTION OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH HENNINGSON, DURHAM AND RICHARDSON TO PROVIDE AN EVALUATION OF A LEVERAGED LEASE RESOURCE RECOVERY SYSTEM THAT WOULD REQUIRE A BOND ISSUE LIMITED TO APPROXIMATELY \$50 MILLION, AT A COST OF \$6,000.

On August 9, 1982 City Council requested, a proposal from Henningson, Durham and Richardson for the evaluation of a financing plan for a resource recovery facility similar to the one used in Haverhill, Massachusetts. Attached is a staff summary of the proposed financial analysis and a proposed resolution.

Attachment No. 5.

18. RECOMMEND CONSIDERATION OF THE FOLLOWING HOUSING DEVELOPMENT AND HOUSING SUPPORT SERVICES CONTRACTS FOR FISCAL 1983.

City Council had requested that these contracts be scheduled on the agenda all in one package. City Council may wish to refer the proposed contracts with Motion, Inc. and Family Services, Inc. to a Committee for full discussion of program options.

- A. CONSIDER APPROVAL OF A CONTRACT WITH THE CHERRY COMMUNITY ORGANIZATION, INC. FOR A REHABILITATION MANAGEMENT AND SALES PROGRAM WITHIN THE CHERRY NEIGHBORHOOD STRATEGY AREA IN THE AMOUNT OF \$112,476.

The Cherry Community Organization is the community-based, non-profit corporation employed by the City of Charlotte to operate a Rehabilitation, Management and Sales Program within the Cherry Neighborhood Strategy Area. Their current contract expires on October 1, 1982. This contract provides the administrative costs needed to implement the final year of the Cherry Two Year Plan for the major repair/rehabilitation of substandard housing units utilizing Community Development Block Grant funds. The work schedule in this contract calls for the major repair of 41 units and the rehabilitation of 4 units at a total estimated cost of \$479,684.

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19. D. (continued)

Recommendation: By the City Engineer that the low bid of \$78,089.00 as submitted by T. L. Harrell's Construction Co., Inc. be accepted for award on a unit price basis.

Bid Summary:

T. L. Harrell's Construction Co., Inc. Charlotte, NC	\$ 78,089.00
Blythe Industries, Inc. Charlotte, NC	\$ 91,991.25
Crowder Construction Co. Charlotte, NC	\$ 96,456.50
Roberts Enterprises, Inc., Charlotte, NC	\$ 97,998.00
Propst Construction Co., Inc. Concord, NC	\$103,089.00
Nathaniel Jones Fencing & Grading Co.,Charlotte,NC	\$105,752.00
Lee Skidmore, Inc., Belmont, NC	\$116,329.75

Project Description

This project will include construction of 5' sidewalk along Freedom Drive at Thrift Road, 4' sidewalk along Emerywood from S. Blvd. to Farmbrook, 4'sidewalk along Wedgewood from Seneca to Tyvola Road, 4.5' sidewalk and 2' valley curb along Campbell Drive at Driftwood Drive.

Source of Funding:

General Capital Improvement Program Sidewalk Program Account.

E. Item: Grier Heights Mini Park Community Development Department

Recommendation: By the City Engineer that the low bid of \$45,879.60 as submitted by T. K. Browne Construction., Inc. be accepted for award on lump sum price basis.

Bid Summary:

T. K. Browne Construction Co.,Inc., Charlotte, NC	\$45,879.60
Moretti Construction Co. Charlotte, NC	\$47,593.20
Crowder Construction Co., Charlotte, NC	\$47,866.56
Roberts Enterprises, Inc. Charlotte, NC	\$56,705.74
J. Alton Stewart Construction,Inc.,Huntersville,NC	\$60,486.00
Nathaniel Jones Fencing & Grading Co.,Charlotte,NC	\$66,973.20

Project Description

This project involves the construction of a 2-acre park at the corner of Marney Street and Drenan Street as part of the Commu-

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19. E. (continued)

nity Development plan for the Grier Heights area. Construction will include site clearance, sidewalks, basketball court, play equipment installation, picnic table and park bench installation and landscaping.

In approving the Five Year Plan/Ten-Year Master Plan to be used as a guide by the City of Charlotte Parks and Recreation Department in the development of the parks system on November 23, 1981, City Council affirmed that the proposed Grier Heights Community Development Park was exempted from park design criteria which specified that no park would be constructed under 10 acres in size. This was done because the park was an official part of the Grier Heights Redevelopment Plan and would therefore require a plan revision and neighborhood input process in order to be removed from consideration. The Community Development Department is recommending that the park be built in accordance with the approved Redevelopment Plan.

Source of Funding:

Community Development - Target Area Fund, Grier Heights Account.

Contracts & Change Orders

20. RECOMMEND APPROVAL OF A CONTRACT WITH MECKLENBURG COUNTY FOR CITY PROVIDED LANDFILL BILLING SERVICES AT A COST TO THE COUNTY OF \$51,250 FOR THE PERIOD JULY 1, 1982 TO JUNE 30, 1983.

Both the City and County initiated a landfill fee for the use of landfill on September 1, 1981. The City planned, developed and installed a computer based billing system to accommodate the billing and collection of these fees. The system has operated effectively in providing billing and collection services for both the City and Mecklenburg County.

Mecklenburg County has requested that the City continue to provide billing services for County landfill fees on an agency basis, as provided under the initial agreement approved by City Council in November, 1981. The City and County have jointly prepared an agreement outlining necessary services which will include billing, collection of accounts billed, credit analysis, and management reports. The City has utilized cost accounting methods to arrive at a cost to the County of \$51,250 for the period from July 1, 1982 to June 30, 1983.

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21. RECOMMEND APPROVAL OF CHANGE ORDERS TO COMPLETE CONSTRUCTION OF THE NEW TERMINAL AIRPORT FACILITIES AT THE FOLLOWING FACILITIES INCREASING TOTAL CONTRACT AMOUNT BY \$118,007, AS SHOWN BELOW.

These change orders will complete all contracts which have been awarded to construct the new terminal complex.

1. Contract - Parking Lot and Revenue Control System
Trindell America Corporation (82 - 114)
Award Date: 1/11/82
Contract Amount to Date: \$818,435
Change Order No. 1 \$36,373

The change order provides for additional or revised work in two areas. The first area amounting to \$32,863 covers various changes due to unforeseen field conditions and coordination with other contractors. The second area amounting to \$3,510 covers installation of temporary gates and control for parking lot operation on opening day due to delays in award of contract.

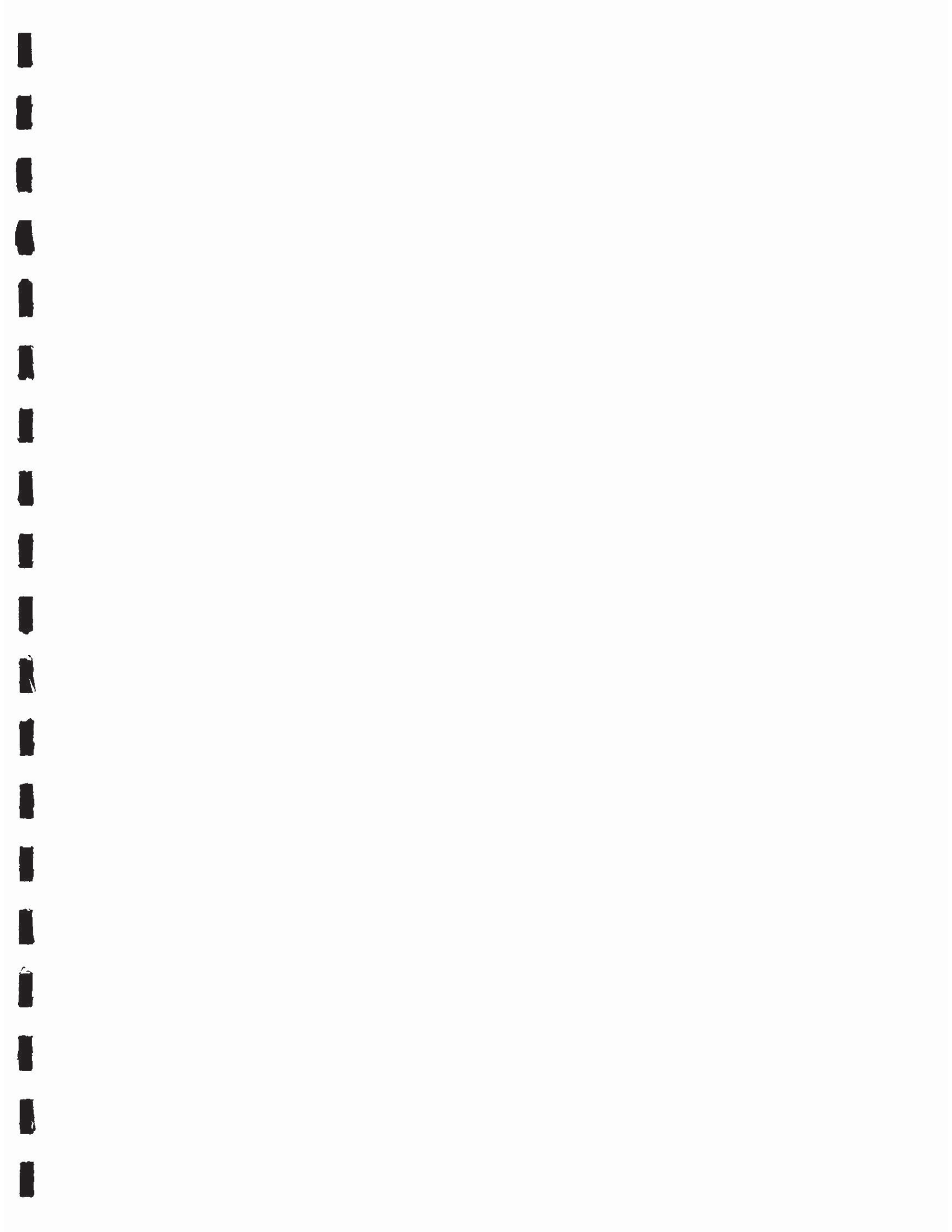
2. Contract - General Construction (80-293)
Robert H. Pinnix Associates
Award Date: 5/19/80
Contract Amount to Date: \$13,791,881
Change Order G-10: \$27,802

This change order to the general construction contract will provide for additional or revised work in two areas. The first area amounting to \$17,741 covers various changes due to architectural additions or deletions, coordination of contract drawings, and code requirements. The second area amounting to \$10,061 covers changes requested by the Airlines.

3. Contract - Electrical Construction (80-297)
Watson Electric Company, Inc.
Award Date: 5/19/80
Contract Amount to Date: 1,984,339
Change Order No. E-8. \$17,389

This change order to the electrical contract will provide for additional or revised work in two areas. The first area amounting to \$9,359 covers changes requested by the Airlines and revisions caused by other tenant agreements. The second area amounting to \$8,030 covers changes due to architectural additions or coordination items in the contract drawings.

4. Contract - Mechanical Construction (80-295)
The Poole & Kent Corporation
Award Date 6/30/80



21. 4. (continued)

Contract Amount to Date: \$4,165,494
Change Order No. M-6: \$20,525

The change order to the mechanical contract will provide for additional or revised work in two areas. The first area amounting to \$12,128 covers various changes due to architectural additions and coordination items in the contract drawings. The second area amounting to \$8,397 covers changes or additional work requested by the Airlines and other tenants.

5. Contract - Upfitting Electrical Construction
Watson Electric Company Inc. (82-169)
Award Date: 2/8/82
Contract Amount to Date: \$99,798
Change Order No. E-1. \$10,171

This change order to the electrical contract for the upfitting work covers changes to tenant spaces required by concession and other tenant agreements.

6. Contract - Toll Plaza and Bus Shelters Electrical Construction
Driggers Electric and Control Company (82-247)
Award Date 3/8/82
Contract Amount to Date: \$33,742
Change Order No. E-1: \$5,747

This change order covers the installation of additional conduits in toll booths and toll plaza to better accommodate the parking lot and revenue control system.

Funds are available to cover these change orders in the terminal project account.

22. RECOMMEND APPROVAL OF A CONTRACT WITH BRANDSTETTER/CARROLL AND ASSOCIATES FOR POOL RENOVATIONS AT CORDELIA, DOUBLE OAKS AND REVOLUTION PARKS AT A TOTAL NEGOTIATED FEE OF \$80,730.

Funding for pool renovations was approved by City Council for FY 83 in the Capital Improvement Program budget. The architectural firm of Brandstetter/Carroll and Associates was chosen from several firms interviewed by a selection Committee representing involved City Departments. Brandstetter/Carroll and Associates presented a strong background in municipal pool renovation and a well-defined approach to renovating Charlotte's pools.

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22. (continued)

Under the contract the consultant will design and prepare plans and specifications for renovating the pool tanks, mechanical systems and bath houses at Cordelia and Double Oaks Parks. Renovations will also be made at the Revolution swimming pool to the extent possible within the current project budget. Additional funds for Revolution are programmed for FY 84.

The total project budget is \$944,970 consisting of General Revenue Sharing and 1969 Recreation Bond Funds.

Personnel Actions

23. A. RECOMMEND ADOPTION OF A RESOLUTION AMENDING THE PAY PLAN TO CHANGE THE PAY RANGE ASSIGNMENTS FOR THE CLASSES OF AIRPORT SECURITY CHIEF, RANGE 19 (\$18,825 - \$24,026) to 21, (\$20,754 - \$26,488) AND AIRPORT SECURITY OFFICER II, RANGE 15 (\$15,487 - \$19,766) to 16 (\$16,261 - \$20,754).

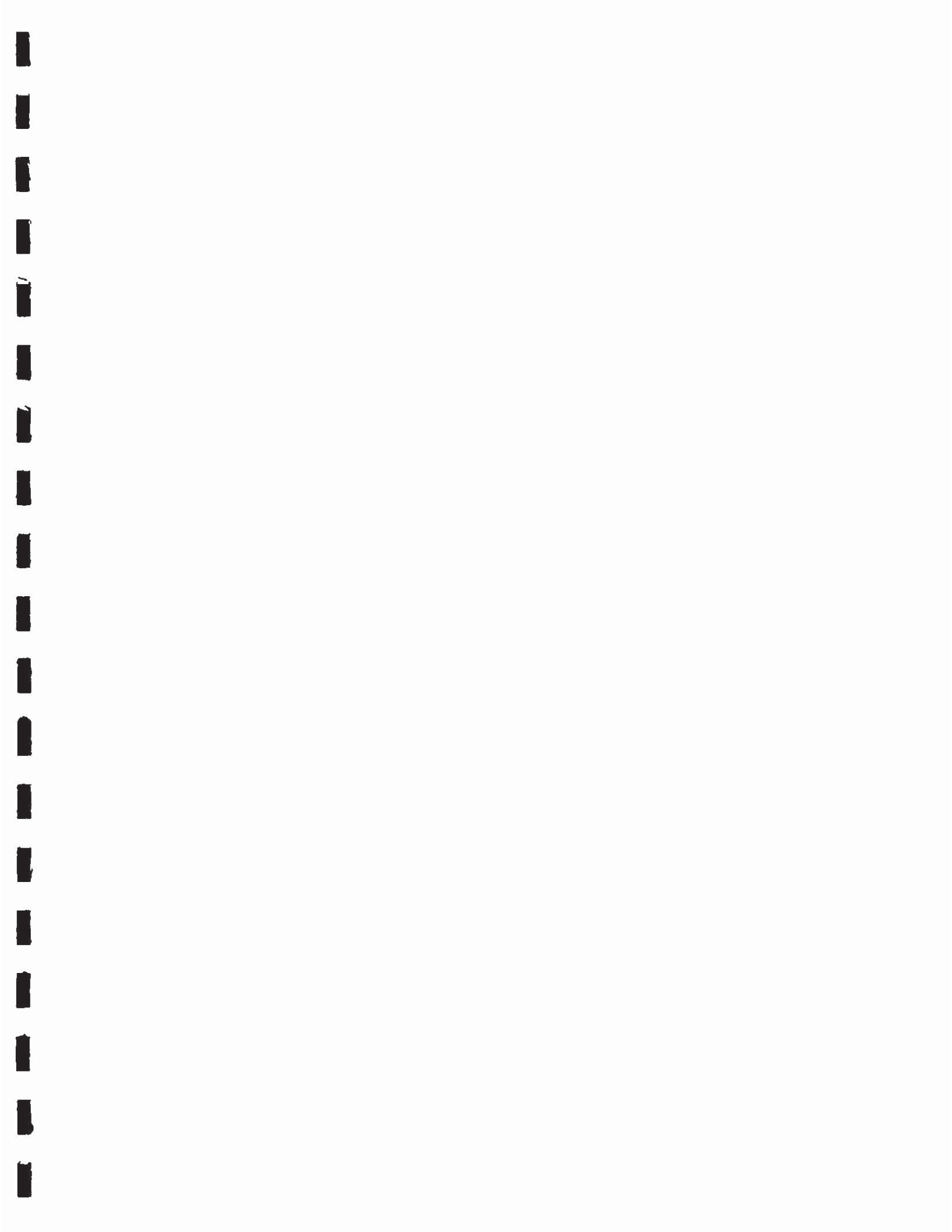
The Personnel Department has reviewed Airport Security Officer II positions responsible for the supervision of Airport Security Officer I positions and also for the scheduling, coordination and supervision of five Airport Controls Monitor positions, and recommends a pay range adjustment to provide property pay differential with subordinates and to compensate for additional supervisory duties. The responsibilities of the Airport Security Chief have also been expanded to include planning, directing and supervising law enforcement and crime prevention programs as well as the control room, communications and dispatch operations.

The cost of implementing these changes in Fiscal 1983 is approximately \$6,000 to be funded through salary savings.

B. RECOMMEND ADOPTION OF A RESOLUTION AMENDING THE PAY PLAN TO ADD THE CLASSIFICATION OF SENIOR LEGAL ASSISTANT, PAY RANGE 18 (\$17,928 - \$22,882).

The Personnel Department has reviewed one Administrative Assistant I position, Pay Range 14 (\$14,749 - \$18,825) responsible for performing paralegal work in the City Attorney's Office, and recommends that it be reclassified to that of Senior Legal Assistant, Pay Range 18 (\$17,928 - \$22,882.)

This position is responsible for researching legal precedents, ordinances and state laws, preparing memoranda of findings, and drafting legal opinions for review by the City Attorney.



23. (continued)

The incumbent also reviews all liability claims against the City, makes payment recommendations and negotiates tentative settlements with attorneys and claimants. Other duties include drafting new and revised ordinances, providing interpretations of local and state laws, preparing leases and contracts, and verifying property ownership records.

The cost of implementing this change in Fiscal 1983 is approximately \$1300 to be funded through salary savings.

Housing

24. A. RECOMMEND APPROVAL OF LOANS FOR PERMANENT FINANCING TO PURCHASE PROPERTY IN THE FIVE POINTS NEIGHBORHOOD STRATEGY AREA UNDER THE FIVE POINTS LOAN AGREEMENT BETWEEN THE CITY AND CITY NATIONAL BANK AS SHOWN BELOW:

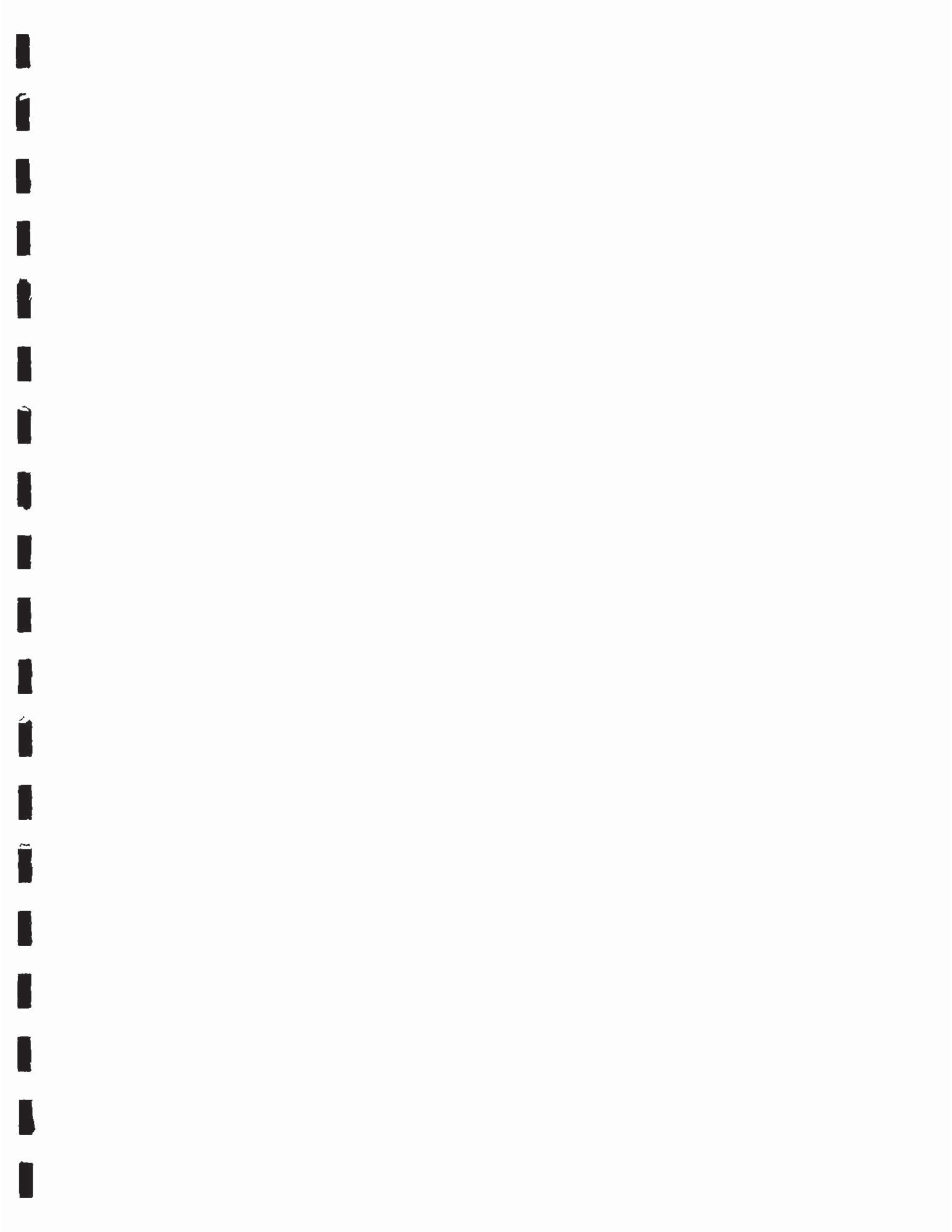
The Five Points Loan Agreement between the City and City National Bank, approved by City Council on December 14, 1981, made available loan funds in the total amount of \$800,000 to be used by owner-occupants in the Five Points Neighborhood Strategy Area for housing construction and purchase. The following loans will be used to purchase units in the Biddleville Housing Corporation townhouse development. The loan term is 30 years at an interest rate of 9 1/4% per annum.

- a. George Freeman Bingham, II at 309B Cemetery Street in the loan amount of \$32,200 at an appraised value of \$39,400.
- b. Cecil Ronny Miller, at 309C Cemetery Street in the loan amount of \$31,265 at an appraised value of \$39,400.
- c. Ralph Thomas Stewart, at 309D Cemetery Street in the loan amount of \$32,200 at an appraised value of \$39,400.
- d. Mable Parker McLean, at 309E Cemetery Street in the loan amount of \$31,750 at an appraised value of \$39,400.

The loan applications have been reviewed by the City Loan Officer, Community Development Department, and the loan application contain sufficient information to form the basis for approval.

B. RECOMMEND APPROVAL OF A SUBSTITUTE MORTGAGOR UNDER THE FOURTH WARD LOAN PROGRAM AS SHOWN BELOW.

William Hodson, 224-13 N. Poplar Street in the loan amount of



24. (continued)

of \$69,600, appraised value \$78,000, original borrower, Stephen F. Smoak and approved by City Council on December 17, 1981.

C. RECOMMEND APPROVAL OF SUBSTITUTE MORTGAGORS UNDER THE THIRD WARD LOAN PROGRAM AS SHOWN BELOW:

- a. George W. Moreland and wife, Emma G., one unit at Cedar Oaks Unit #12, in the loan amount of \$50,850*, appraised value of \$56,500, original borrower, James D. Deere and approved by City Council on December 17, 1981.
- b. Theodore R. Hall, one unit at Clarkson Place-Unit #2, in the loan amount of \$74,600, appraised value of \$82,900, original borrower, Michael Juergensen and approved by City Council on May 10, 1982.

- c. John A. Savage and wife, Doris D., one unit at 246 Clarkson Street, in the loan amount of \$77,300, appraised value of \$85,900, original borrower, Judith Buchan and approved by City Council on April 26, 1982.

* The original loan to James D. Deere was \$44,550. The loan to George W. & Emma G. Moreland is an increase of \$6,300.

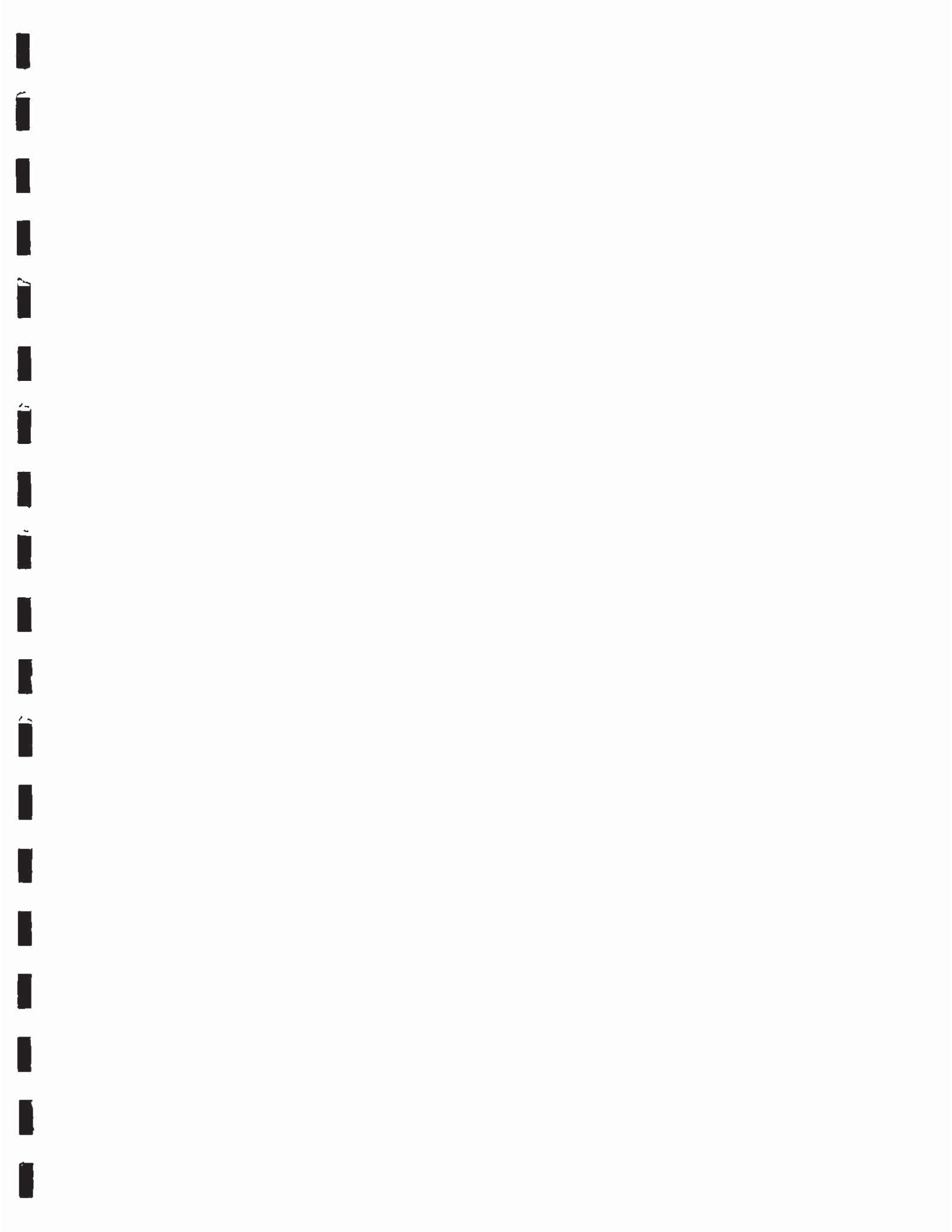
D. RECOMMEND APPROVAL OF LOANS FOR PERMANENT FINANCING TO PURCHASE PROPERTY IN THE THIRD NEIGHBORHOOD STRATEGY AREA UNDER THE THIRD WARD LOAN AGREEMENT (CLARKSON STREET PROGRAM) AS SHOWN BELOW:

- a. Ruby Darby, at 826 Clarkson Street - loan amount of \$49,850 and appraised value of \$63,000.
- b. Davis J. Abraham and wife, Rosetta J. at 811 Westbrook Drive - loan amount of \$54,650 and appraised value of \$68,350.
- c. Ronnie D. Frazier and wife, Vonda C., at 316 South Clarkson Street, loan amount of \$71,000 and appraised value of \$74,800.

Water & Sewer Contracts

25. RECOMMEND APPROVAL OF THE FOLLOWING UTILITY CONTRACTS.

- A. Contract with Classic Homes, Inc. for the construction of 1,238 feet of 8-inch sewer mains to serve Ivystone Subdivision, located north of Idlewild Road, west of



25. A. (continued)

Margaret Wallace Road and east of Independence Boulevard, inside the City, at an estimated cost of \$27,236.00, at no cost to the City.

B. Contract with Bogan Development & Construction Company, for the construction of 930 linear feet of 8-inch sewer mains to serve Hickory Ridge Subdivision, Phase 5C-3, located south of Pence Road, north of Trysting Road and east of Delta Road, outside of the Charlotte City Limits, at an estimated cost of \$20,460.00, at no cost to the City.

C. Contract with Bogan Development & Construction Company, Inc., for the construction of 1,116 linear feet of 8-inch sewer mains to serve Hickory Ridge Subdivision, Phase 5C-2, located south of Pence Road, north of Trysting Road and east of Delta Road, outside of the Charlotte City Limits, at an estimated cost of \$23,320.00, at no cost to the City.

D. Contract with Classic Homes, Inc., for the construction of 855 linear feet of 8-inch water mains and 620 linear feet of 2-inch water mains to serve Ivystone Subdivision, located north of Idlewild Road, west of Margaret Wallace Road and east of Independence Boulevard, inside the Charlotte City Limits, at an estimated cost of \$21,700.00, at no cost to the City.

26. RECOMMEND VOIDING AN EXISTING REFUNDABLE SANITARY SEWER CONTRACT, APPROVED JUNE 14, 1982, WITH CARMEL LAND COMPANY TO SERVE HAMPTON LEAS SOUTH SUBDIVISION, AND APPROVE A NON-REFUNDABLE CONTRACT FOR THE SAME WORK.

This is a contract for a sanitary sewer outfall extension in accordance with the Water/Sewer Extension Policy. The Carmel Land Company has requested that the original contract, which provided for City management of the installation project and carried a 15-year reimbursement plan for costs, be voided so that the Company be allowed to begin construction of the entire system immediately and at its own expense. The Company wants to do this in hopes of completing the new subdivision within September. The estimated project cost is \$40,500.

The City will own, maintain, and operate the System. The City will retain all revenue.

Property Transactions

27. RECOMMEND ADOPTION OF RESOLUTIONS OF CONDEMNATION FOR PROPERTIES AS SHOWN BELOW:
- A. Acquisition of 23,050 square feet - total take of land and structures, at 1506 Montgomery Street, 208 & 210 Flint Street, and 209 & 211 Frazier Avenue, from Richard D. Guiney, Jr., for \$31,500.00, for Five Points Area - low income housing.
 - B. Acquisition of 4,000 square feet - total take of land only, at 222 North Summit Avenue, from Russell Kinney and wife, Barbara J. Kinney, heirs of Eddie Scott, for \$1,600.00, for Five Points Area - low income housing.
 - C. Acquisition of 6,320 square feet - total take of land and structures, at 129-31 Frazier Avenue and 133 Frazier Avenue, from Richard D. Guiney, Jr., for \$17,500.00, for Five Points Area - low income housing.
 - D. Acquisition of 5,360' total take of land and structure, at 121-123 Frazier Avenue, from Richard D. Guiney, Jr., for \$12,200.00, for Five Points Area - low income housing.

Right of Way/Easements

28. RECOMMEND APPROVAL FOR PROPERTY AND RIGHT OF WAY ACQUISITION AS SHOWN BELOW:
- A. Acquisition of 3,393.15 square feet plus temporary construction easement, at 7126 Hillside Lane, from William D. Graham, Jr. and Elizabeth F. Graham, for \$1,280.00, for sanitary sewer trunk to Hillside Lane. (easement)
 - B. Acquisition of 1,001.40 square feet plus temporary construction easement, at 6400 Alexander Road, from Carmel Land Company, for \$67.00, for sanitary sewer trunk to serve Hampton Leas South. (easement)
 - C. Acquisition of 4,898.10 square feet plus temporary construction easement, at 2311 Vestry Lane, from Walter O. Hendrix and wife, Sara L. Hendrix, for \$327.00, for sanitary sewer trunk to serve Hampton Leas South. (easement)

28. (continued)

- D. Acquisition of 10,986.75 square feet plus temporary construction easement, at 6533 Providence Road, from H. B. Keller and wife, Elfreda B., for \$1.00, for sanitary sewer trunk to serve Hampton Leas South.
- E. Acquisition of 201 square feet plus temporary construction easement, at 6623 Providence Road, from William B. Shelton and Louise Lumpkin Shelton, for \$135.00, for sanitary sewer trunk to serve Hampton Leas South. (easement)
- F. Acquisition of 150 square feet, for sidewalk, curb and gutter improvements, at 1747 Norland Road, from John F. Meacham and wife, Janet V. Meacham, for \$1.00, for street improvement - 1747 Norland Road.
- G. Acquisition of 64 square feet plus temporary construction easement, at 240 Hargett Court, from Charles F. Antonucci, for \$2,850.00, for Sardis Road Widening. (option)
- H. Acquisition of 371 square feet plus temporary construction easement, at 200 Hargett Court, from Gray R. Boone and Georganne J. Boone, for \$4,000.00 for Sardis Road Widening. (option)
- I. Acquisition of 2,803 square feet plus temporary construction easement, at the northwest corner of Shasta Lane and Sardis Road, from Clyde M. Bodsford, for \$3,000.00, for Sardis Road Widening. (option)
- J. Acquisition of 1,105 square feet plus temporary construction easement, at 5600 Sardis Road, from Harry C. Siskron and Eleanor B. Siskron, for \$1,850, for Sardis Road Widening. (option)
- K. Acquisition of 1,390 square feet plus temporary construction easement, at 5900 Sardis Road, from Robert I. Dalton, Jr. and wife Guin B. Dalton, for \$1,000.00, for Sardis Road Widening. (option)
- L. Acquisition 19,325 square feet plus temporary construction easement, at 5901 Sardis Road, from Vintage Development Company, for \$15,000.00, for Sardis Road Widening. (option)

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- M. Acquisition of 79,975 square feet plus temporary construction easement, at 5800 Sardis Road, from Providence Day School, Inc., for \$100,000.00, for Sardis Road Widening. (option)
- N. Acquisition of 342 square feet plus temporary construction easement, at 500 King Edward Road, from Robert P. Brown and wife, Melba B., for \$6,300.00, for Sardis Road Widening. (option)
- O. Acquisition of 2,152 square feet plus temporary construction easement, at 612 Rama Road (13 ± acres), from Waddell Associates, for \$1.00, for Sardis Road Widening.
- P. Acquisition of 1,752 square feet of land and structure for assemblage of low income housing sites, at 135 Frazier Avenue, from Harry Mills and wife, for \$6,200.00, for Five Points Area - Low Income Housing Sites. (option)
- Q. Acquisition of 16,525.80 square feet, at Matthews-Pineville Road, from Lorick Enterprises, Inc., for \$1.00, for sanitary sewer to serve Lorick Enterprises, Inc. (assignment of easement and abandonment of easement)

Housing Demolition in Five Points

29. RECOMMEND APPROVAL FOR THE DEMOLITION OF EIGHT (8) STRUCTURES LOCATED IN FIVE POINTS NEIGHBORHOOD STRATEGY AREA AS SHOWN BELOW.

<u>Block & Parcel</u>	<u>Address</u>
14-8	414 N. Summit Avenue
	412 N. Summit Avenue
	410 N. Summit Avenue
	408 N. Summit Avenue
15-15	421 N. Summit Avenue
	423 N. Summit Avenue
15-17	429-31 N. Summit Avenue
	433 N. Summit Avenue

A Rehabilitation Analysis has been made on each structure and findings reveal that it would not be economically, structurally or functionally feasible to rehabilitate these structures. These properties are being demolished to make way for new housing development and street improvements along N. Summit Avenue.



29. (continued)

Residents occupying any unit will be relocated prior to demolition.

Acquisition of the land and structures was authorized by City Council on July 12, 1982.

30. Housing Code Enforcement

The following agenda items were continued by City Council from the meeting held on August 9.

A. RECOMMEND ADOPTION OF ORDINANCES AND APPROVAL OF CONTRACTS TO RENOVATE DWELLINGS DECLARED "UNFIT" FOR HUMAN HABITATION USING THE IN REM REMEDY, AT THE FOLLOWING LOCATIONS

629 Pennsylvania Avenue - repairs include replacement of rotted sill - rear of house and installing adequate heating system. (Estimated cost to repair - \$6,718.00)

4035 Dinglewood Avenue - repairs include replacement of roof edge, rotted front porch, exterior paint and inadequate heating system. (Estimated cost to repair - \$8,100.00)

B. RECOMMEND ADOPTION OF ORDINANCE REQUESTING THE VACATING AND CLOSING OF DWELLINGS AT THE FOLLOWING LOCATIONS.

428-430 E. Worthington Avenue - Roof edge rotten, window missing.

417-419 E. Tremont Avenue - Exterior paint peeling, window screen missing.

1919-1921 Winthrop Avenue - Exterior light fixture hanging loose, front porch ceiling rotted.

The owners have neglected to comply with orders to correct unfit conditions as shown. Adoption of these ordinances will allow the City to request bids to have these houses properly boarded and secured, and a lien placed against the owners for costs. These houses are occupied and the tenants will be added to the Community Development relocation workload.

The owners of these houses are Vincent L. Miller and wife, Jettie.



Encroachment Agreements

31. RECOMMEND APPROVAL OF A RIGHT OF WAY ENCROACHMENT AGREEMENT WITH NORTH CAROLINA NATIONAL BANK AS TRUSTEE FOR THE NORTH CAROLINA NATIONAL BANK REAL ESTATE FUND FOR IRRIGATION SYSTEM WITHIN RED OAK BOULEVARD.

North Carolina National Bank is developing a commercial-industrial complex known as Oakhill Business Park located off Arrowood Road near its interchange with Interstate 77. As part of this development, Red Oak Boulevard, an industrial street, was constructed and accepted for City maintenance on June 23, 1982. Concurrently, with the construction of this roadway, the developer installed within medians and street rights of way an irrigation system for the purpose of maintaining plantings located in these areas. The encroachments involve four (4) perpendicular crossings along Red Oak Boulevard and approximately 4,750 feet of irrigation line parallel to subject street for an irrigation system to aid the owners of the industrial park in maintaining the medians and rights of way currently being landscaped.

This encroachment agreement has been renewed by the City Attorney, City Engineer and Insurance and Risk Management Agency.

Exception Requested for Street Improvements

32. RECOMMEND GRANTING AN EXCEPTION TO MR. RALPH HOWEY FOR STREET IMPROVEMENTS ALONG SHARON ROAD WEST REQUIRED IN CONJUNCTION WITH THE QUAIL HOLLOW ESTATES MULTI-FAMILY PROJECT.

Section 17-62(e) of the Code entitled "Exception" allows the City Engineer to recommend for Council approval acceptance of right of way dedications in lieu of street improvements.

In accordance with this provision, Mr. Ralph F. Howey, developer of the Quail Hollow Estates multi-family project, is requesting an exception for street improvements required as part of the subject project. The street improvements in question consist of curb, gutter, sidewalk and storm drainage for an approximate distance of 1,855 feet along the north side of Sharon Road West. In lieu of these improvements, Mr. Howey has agreed to the following:

1. Create no entrances along that portion of Sharon Road West adjoining the involved property and to utilize reverse frontage.
2. Dedicate an additional ten feet of right of way along the involved frontage of Sharon Road West.



32. (continued)

3. Recognize a fifty (50) foot setback along Sharon Road West.

The estimated construction cost of the required improvements is \$26,100 as compared to the \$28,000 value of the additional right of way to be dedicated by Mr. Howey.

This exception to street improvements has been considered by the Charlotte-Mecklenburg Planning Commission, Engineering and Legal Departments and found to be acceptable.

Resolutions

33.
 - A. RECOMMEND ADOPTION OF A RESOLUTION OF INTENT TO ABANDON A PORTION OF AN ALLEYWAY OFF OF CHASE STREET AND SET OCTOBER 25, 1982 AT 3:00 PM IN THE CITY COUNCIL CHAMBER AS THE PUBLIC HEARING DATE.
 - B. RECOMMEND ADOPTION OF A RESOLUTION OF INTENT TO ABANDON PORTIONS OF WEST PALMER STREET AND SOUTH CHURCH STREET LOCATED WITHIN THE WEST MOREHEAD COMMUNITY DEVELOPMENT TARGET AREA AND SET OCTOBER 25, 1982 AT 3 00 PM IN THE CITY COUNCIL CHAMBER AS THE PUBLIC HEARING DATE.
 - C. RECOMMEND ADOPTION OF RESOLUTIONS AUTHORIZING THE REFUND OF CERTAIN TAXES IN THE TOTAL AMOUNT OF \$13,606.75 WHICH WERE ASSESSED THROUGH CLERICAL ERROR OR ILLEGAL LEVY AGAINST 34 TAX ACCOUNTS.

Minor Amendments to the City Code

34. RECOMMEND ADOPTION OF AN ORDINANCE AMENDING CHAPTER 10 OF THE CITY CODE, ENTITLED "HEALTH AND SANITATION," TO REINSTATE THE LANDFILL FEE STRUCTURE THAT WAS ACCIDENTALLY DELETED IN THE LAST CHAPTER REVISION.

In April 1982 when City Council adopted a revision in Chapter 10 to establish the "Community Improvement Litter Control Ordinance", the landfill fee structure was accidentally deleted during the revision process. This amendment reinstates the existing fee structure authorized by City Council with no changes.

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Municipal Agreement for Traffic Signal at Johnston Road and NC 51

35. RECOMMEND ADOPTION OF A RESOLUTION TO EXECUTE A MUNICIPAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION FOR REIMBURSEMENT OF COSTS ASSOCIATED WITH THE INSTALLATION OF A TRAFFIC SIGNAL AT JOHNSTON ROAD AND NC 51.

On August 9, 1982, the City Council appropriated funds for the purchase of equipment and installation of a traffic signal at the intersection of Johnston Road and NC 51. The Charlotte Department of Transportation placed the traffic signal in operation on August 20. The North Carolina Department of Transportation will reimburse the City to a maximum extent of \$7,150.00 for signal equipment and materials associated with the project.

Approval of Special Officer Permit

36. RECOMMEND APPROVAL OF THE RENEWAL OF SPECIAL OFFICER PERMIT FOR USE ON THE PREMISES OF CHARLOTTE/DOUGLAS INTERNATIONAL AIRPORT TO CHARLES STEVEN WALKER, AND CHARLOTTE PARKS & RECREATION DEPARTMENT TO VERNEL WILLOUGHBY, JR., DERRICK TISDAL, WILLIAM BOYD POPE AND PAMELA BARRETT GOODE.

Request to Sell Beer and Wine

37. RECOMMEND APPROVAL OF A REQUEST FROM THE MINT MUSEUM TO SELL BEER AND WINE AT THEIR ANNUAL ANTIQUE SHOW IN PARK CENTER ON SEPTEMBER 29, 1982.

Laura McMaster of the Mint Museum is requesting permission to sell beer and wine at Park Center during their annual Antique Show.

- o Five (5) liter cases of white wine, two (2) magnum cases of sherry and five (5) cases of beer will be for sale.
- o Dispensing will be from the Civic Room in Park Center.
- o Dispensing will be from 12 noon - 8:00 p.m. on September 24 and 25; from 2:00 - 6.00 p.m. on September 26.

37. (continued)

- o Control measures will insure that all ABC regulations will be followed and no one under the age of 18 will be served. Supervision of enforcement will be by Laura McMaster of the Mint Museum.
- o ABC Permit and all City Permits will be required by the Mint Museum.

Parks and Recreation Department recommends approval.

Assign Street Name

38. RECOMMEND APPROVAL OF A PETITION TO ASSIGN THE NAME "KRISTEN DRIVE" TO AN UNNAMED STREET LOCATED SOUTH AND EAST OF JANE AVENUE.

This petition has been investigated under the Duplication Street Name policy by the Planning Staff who recommend that the street name be assigned.

SCHEDULE OF MEETINGS
September 13 through 17, 1982

Monday, September 13	Citizens Hearing	2:00 p.m.
	Council Meeting	3:00 p.m.
	Council Chamber, City Hall	
Wednesday, September 15	Metropolitan Planning Organization	7:30 p.m.
	1st Floor Conference Room	
	Cameron-Brown Building	

Attachments

MB

Item = 4 # 81
11 = 1

Charlotte Request for Council Action

To the City Council

From the City Manager

Action Requested That City Council approve the sale of land to Motion, Inc. in the Grier Heights Community Development Target Area known as Block 1, Parcel 2 located at 2900 Marney Avenue for \$66,467.40.

Responsible Department Engineering Department

This request should be organized according to the following categories Background, Explanation of Request, Source of Funding, Clearances, Bibliography

BACKGROUND: On July 6, 1982, a proposal to purchase 332,337 square feet of land known as Block 1, Parcel 2 located at 2700 Marney Avenue was received from Motion, Inc. for the development of fifty (50) Section 8 housing units in Grier Heights which is in accordance with the Redevelopment Plan for the project. A fair market value of \$66,467.40 has been established for the land which is not less than the fair market value agreed upon by a committee of three professional real estate appraisers and which price has been agreed upon by the City and the developer. A public hearing was held on September 13, 1982 by the City Council under the provisions of North Carolina General Statutes which permits a negotiated sale to a non-profit association or corporation organized and operating exclusively for charitable or religious purposes. Motion has submitted a Purchase Contract, Redeveloper's Statement for Public Disclosure and Redeveloper's Statement of Qualifications and Financial Responsibility.

EXPLANATION OF REQUEST. City Council approval of this action is required by North Carolina Urban Redevelopment Law which specifies that all sales of Urban Renewal project land are subject to the approval of the Governing Body of the Municipality. Approval of the sale would permit Motion, Inc. to contribute in the continued upgrading of the Grier Heights project area by the construction of fifty (50) units of Section 8 housing. Construction of the fifty (50) units by Motion, Inc. will further the objectives of the Technical and Performance Contract for fiscal year 1982 between the City of Charlotte and Motion, Inc.

CLEARANCES: Engineering/Real Estate and the Community Development Department concur in this request.

BIBLIOGRAPHY: The proposed Sales Contract and other support documents regarding the proposal are on file in the Real Estate Division and available upon request. A map is attached identifying the location of the parcel.

sd

Attachment

cc: Ms. Pat Sharkey
City Clerk

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For Office Use Only

Date Submitted September 1, 1982

Agenda Date Requested September 13, 1982

Consequences if Agenda Date is Delayed or Action is Deferred _____

Contact Person for Questions

from the City Manager's Office C. D. Readling, City Engineer and Harry L. Jones,
Sr., Director, Community Development

Authorized by _____

C. D. Readling
Department Head

Approved by _____

Assistant City Manager

List Attachments

1. Map

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Map Showing Property Of
City Of Charlotte

Parcel 1
Parcel 2

GRIER HEIGHTS C D TARGET AREA
CHARLOTTE NORTH CAROLINA
Scale 1" = 40'

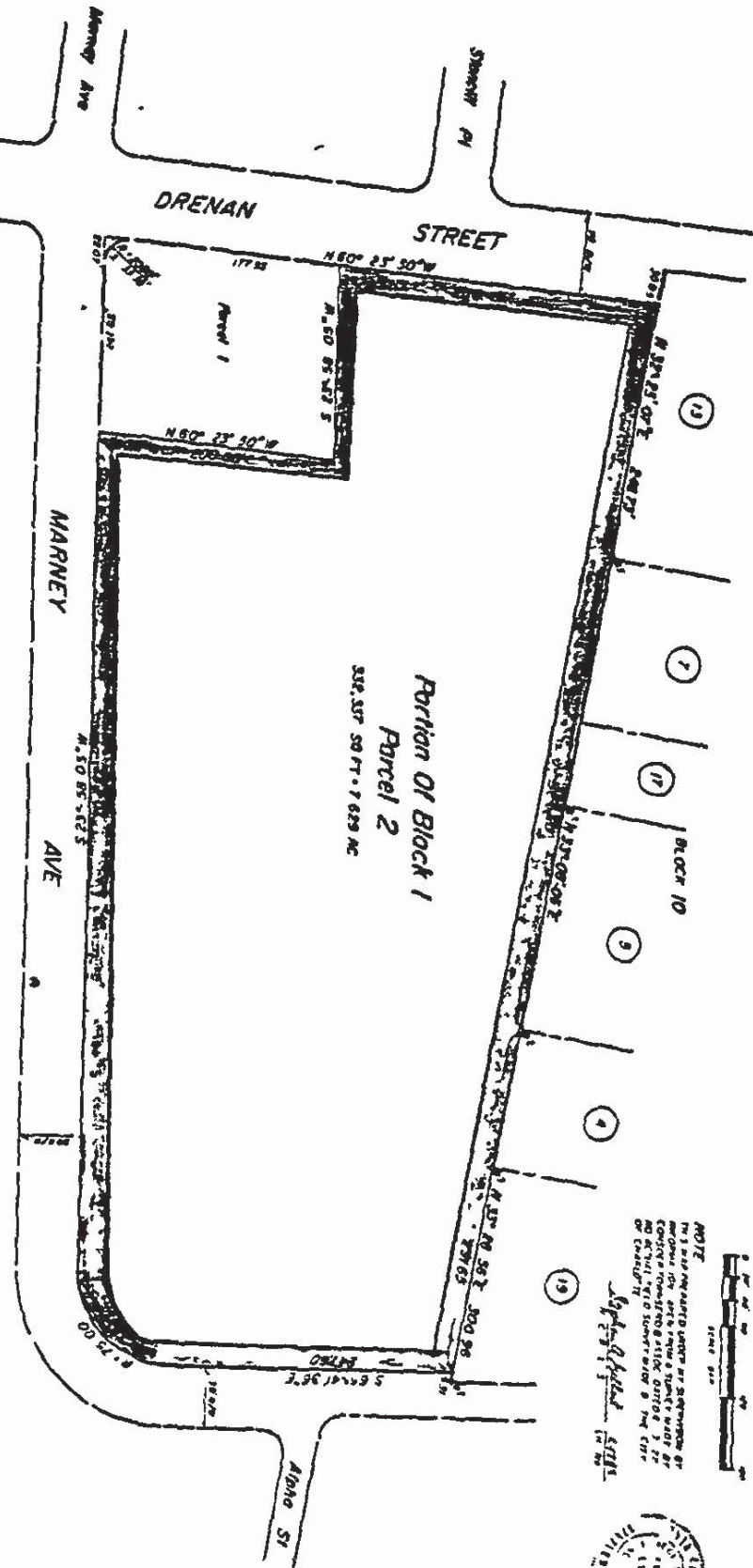


NOTE: THIS MAP PREPARED UNDER MY SUPERVISION BY
CONSTRUCTION OF THE CITY OF CHARLOTTE BY
MEASUREMENTS MADE BY ME OR BY OTHERS
OR CONSULTANTS.

Joseph A. ...
1978



I, Joseph A. ...
Surveyor
do hereby certify that the above is a true and correct copy of the original map on file in my office.



Portion Of Block 1
Parcel 2
322.537 50 FT. + 7.629 AC

MARNEY AVE

DRENAN STREET

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CITY OF CHARLOTTE
INTER-OFFICE COMMUNICATION

I-~
1-1-1

DATE: September 7, 1982

TO: Gwen Harvey
Administrative Assistant

FROM: Samuel R. Sally
Physical Development Supervisor
Community Development Dept.

SUBJECT: Sale of Land to Motion, Inc.
Block 1, Parcel 2
Grier Heights NSA

Per our telephone conversation on Thursday, September 2, 1982, below is the additional information requested on subject land sale:

.The purpose of this project is to provide 50 units of new affordable housing in the Grier Heights community.

.The proposed activity is a part of Motion's contract.. to pursue the development of 50 units of housing in Grier Heights.

.Motion has teamed with the Westminster Corporation to jointly undertake this project, which consist of the development of 50 housing units, on a 7.629 acre site; known as Block 1, Parcel 2 in the Grier Heights NSA.

.City Council approved using the site for Section 8 in February, 1979.

.HUD's EEO section turned down the request for Section 8 in 1979 and 1980, stating racial impaction as their reason. HUD later approved it on July 30, 1982 after visiting the site and seeing how the project related to an approved Redevelopment Plan and supported by the community.

.North Carolina Housing Finance Agency approved the project for financing on June 1, 1982.

.CD staff met with the neighborhood residents on July 1, 1982 to further explain the project. The residents indicated they would support the housing.



Page 2
Gwen Harvey
September 7, 1982

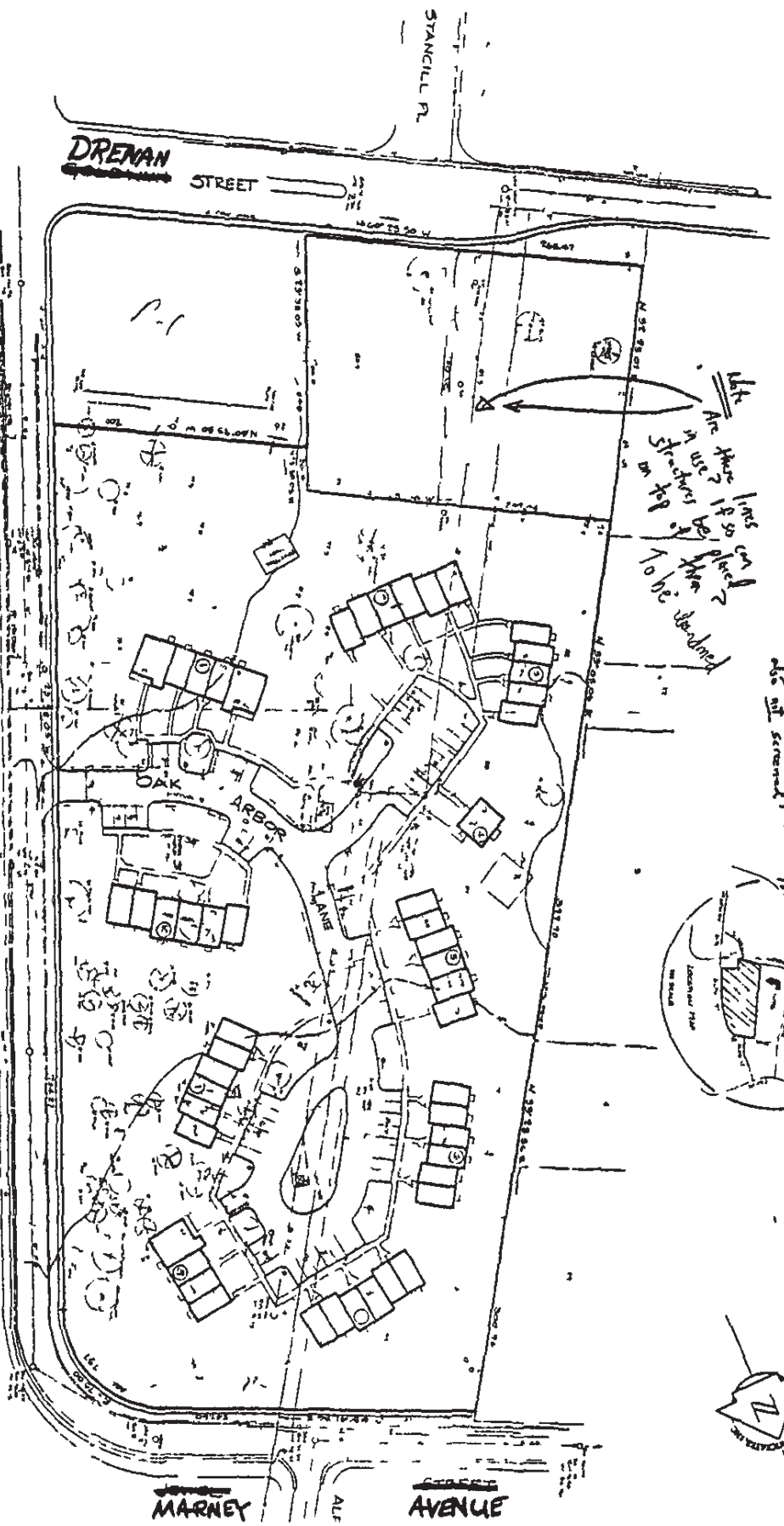
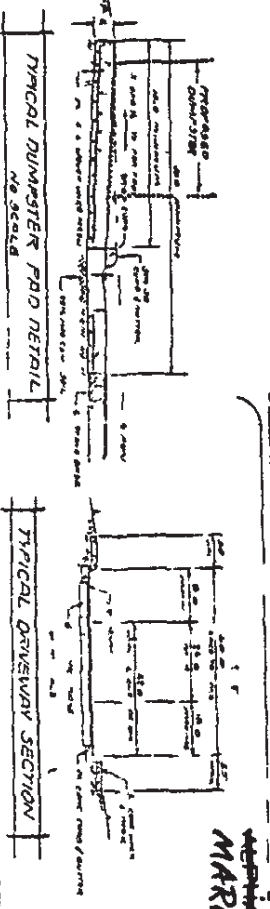
- CD staff has informed residents of the September 13th public hearing date.
- Construction is scheduled to start in later October, 1982 with an anticipated completion by August, 1983.
- CMPC and CD staff have reviewed the site plan.
- A site plan is attached.

SRS/crc

Attachment

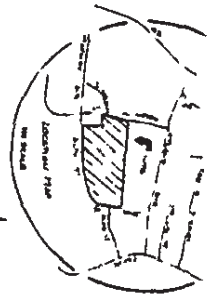


TYPICAL PRIVATE DRIVE SECTION
NO SCALE



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SITE PLAN

SITE DATA

NO TOTAL DUMPSTER SPACES

18 TOTAL DUMPSTER SPACES

6.45 TOTAL ACRES

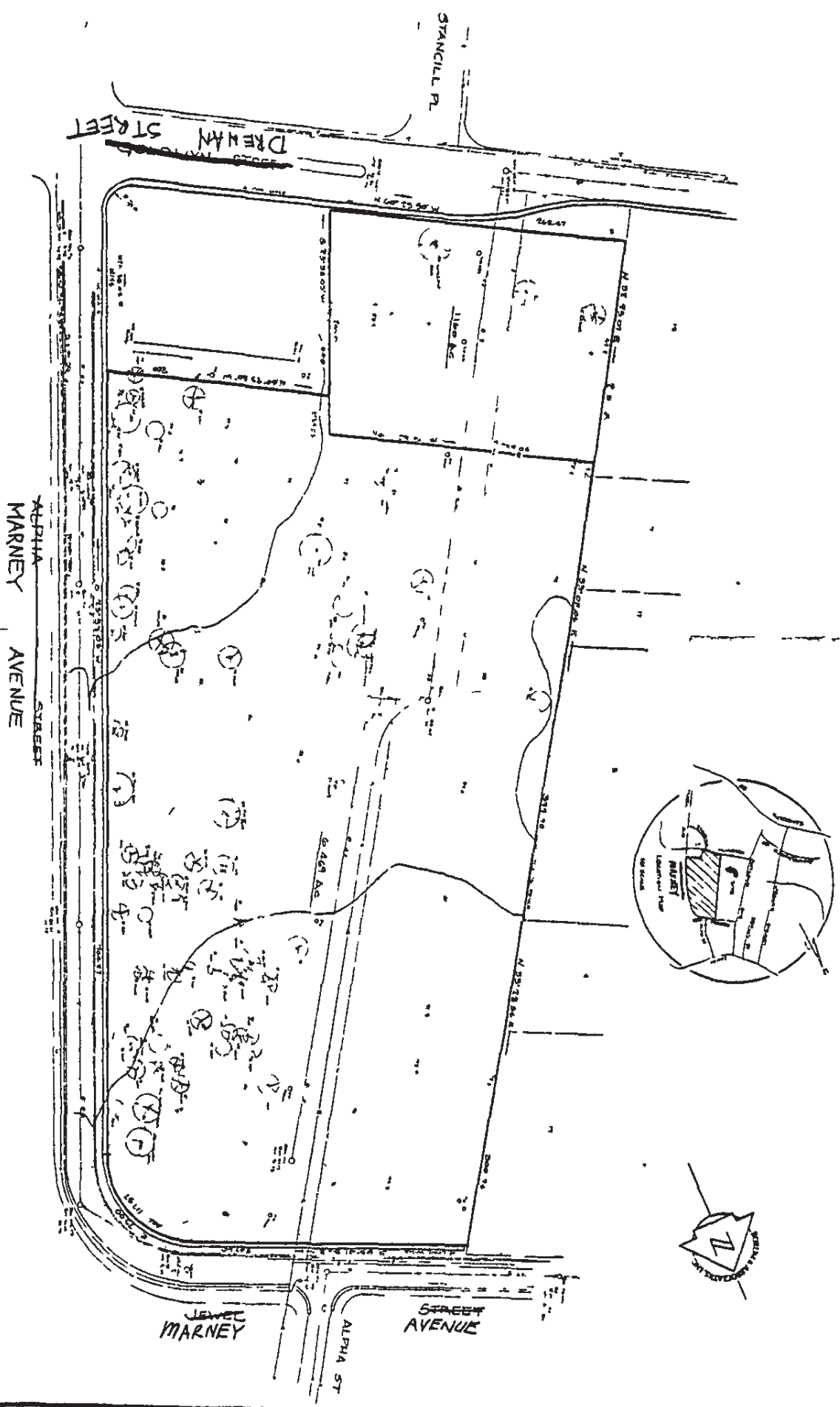
7.1 DUMPSTER



PREPARED AND DRAWN BY
GRIER PARK

DESIGNED BY
MARVIN L. BOBINA AND ASSOC.

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ALPHA STREET
MARNEY AVENUE

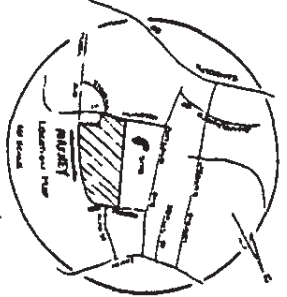
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Request for Council Action

Charlotte

To the City Council

From the City Manager

Action Requested Consideration of: (a) Supporting legislative proposals discussed by the Long Range Funding Committee, and (b) Authorizing the Committee to pursue further a payroll tax and hotel-motel tax legislation

Responsible Department Minette Trosch, Chairman, Long Range Funding Committee

This request should be organized according to the following categories Background, Explanation of Request, Source of Funding, Clearances Bibliography

The Long Range Funding Committee has as one of its primary charges "to review and recommend to the City Council alternative revenue sources and procedures for acquiring these funds such as state enabling legislation. . .". In order to fulfill this charge, the Committee has reviewed the present and projected revenue trends for our city. It is clear that inflation and reduced federal assistance have placed a strain on City revenues. The ability to continue to fund increased costs without property tax increases is dependent in large measure on the identification and implementation of new or expanded revenue sources which respond more quickly to economic growth.

The Committee has, therefore, been considering a variety of local funding options to present to the North Carolina General Assembly. At our last meeting, we reviewed the recommendations from the North Carolina League of Municipalities Committee on Public Transit Systems Needs (attachment A) and the legislative proposals for new revenue sources submitted by municipalities and organizations to the NCLM Legislative Committee (Councilmember Frech's memorandum-attachment B).

New Revenue Proposals

Of these proposed revenue options, the Committee unanimously recommends that the City of Charlotte go on record supporting the following legislation:

- Support a broad range of local option taxes to broaden the tax base and more equitably finance essential municipal services (proposed by Asheville and Wilmington)
- Local option to increase motor vehicle tax to a maximum of \$10.00 per year This gives local government the authority to determine what this fee will be, up to a \$10.00 cap. Presently, Charlotte has the authority to levy a fee up to \$5.00 (proposed by NCLM Committee on Public Transit).

continued . . .

- Change interest rate on delinquent property taxes from 2% in January and 3/4 of 1% per month thereafter to 5% in December and 1% per month thereafter (proposed by N. C. Tax Collectors' Association). The effect of this action would be to encourage timely payment of property taxes by applying a penalty which is more in line with current interest rates.

Existing Legislative Proposals

The Committee also recommends the City Council reaffirm its support of

- State Revenue Sharing (proposed by Asheville, Wilmington, and Chapel Hill)
- Local Option Sales Tax (5th cent) (Same as HB 839)
- Creation of a State Operating Assistance Program to assist municipalities and counties in public transit, rural and human services transportation activities, and inter-city transportation activities (proposed by NCLM Committee on Public Transit System Needs). This is particularly pertinent if the President's proposal to eliminate operating assistance by 1985 is passed by the Congress. The administration in Washington contends that operating assistance should be a function of state and local government, not the federal government. However, currently our state government does not participate in operating assistance.

Payroll Tax and Hotel-Motel Tax

In addition, the Long Range Funding Committee seeks direction from City Council in pursuing a local option hotel-motel tax and a local option payroll tax. While the Committee is not in a position to recommend specifics of either one of these proposals at this time, it is seeking authority to pursue legislation which would then be submitted to City Council for consideration.

Much discussion has taken place over the last five years on both of these issues. It is felt by some members of the Committee that such bills will never be considered unless the City takes a position and begins to develop the proper legislation. The Committee will be looking at the City's revenue needs over the next several years, the dependence on the property tax, the policy implications and the impact of both of these taxes on affected industries, as we develop the proposed legislation.

MT:cm

attachments (2)

RECOMMENDATIONS TO THE NCLM LEGISLATIVE COMMITTEE
FROM THE
NCLM COMMITTEE ON PUBLIC TRANSIT SYSTEM NEEDS
JULY 28, 1982

I. INTRODUCTION

Over the past several years, municipal officials have watched the increasing fiscal pressures facing public transit systems. These increasing fiscal pressures are due to decreasing federal assistance on the one hand and increasing costs due to inflation on the other. In February of 1982, at the urging of transit system officials from throughout the state, the NCLM Committee on Public Transit System Needs was appointed with Charlotte Councilwoman Minette Trosch as its Chair. This Committee was charged with several responsibilities, but its initial focus was on the evaluation of potential revenue sources to help satisfy the expected revenue shortfall of \$10.5 million which North Carolina's transit systems will face due to decreasing federal revenues and increasing operating costs. The Reagan Administration plans to eliminate federal operating assistance by 1985, which now constitute about 30% of local operating budgets. Without additional revenues, many local governments will be unable to provide meaningful transit services. Many other transit activities, such as county human service transportation, will also face serious fiscal dilemmas.

At its earliest meetings, the Committee reviewed the various activities North Carolina transit systems were involved in to individually plan for future projected revenue shortfalls. It quickly became apparent that each transit system in the state was, in one way or another, looking at its own internal system management in attempts to make these individual systems as efficient as possible and yet still provide the valuable public service urban citizens have come to expect.

Transit serves many sectors of the community -- from mobility for the transit dependent, to reduced congestion for the private auto commuter, to decreased needs for additional road systems, to providing additional customers and business for downtown merchants -- and all of these sectors benefit from the expenditure of funds for public transit purposes. It is readily apparent that making systems more efficient is not the only answer needed to meet the projected revenue shortfalls. Additional revenues from passengers of transit systems have been and will be sought over the next several years. However, the Committee unanimously agreed that additional federal, state or local revenue sources would be required to meet the projected transit system needs.

Because of the upcoming Legislative Session in 1983, the impending elimination of operating assistance in 1985, and the need to develop recommendations early enough to provide the input into the makeup of the League's Legislative Goals and Policies, the Committee focused its initial efforts on developing recommendations in the area of additional revenue sources. Action by the 1983 General Assembly is necessary because the needs are current and cannot wait until the 1985 Session. The Committee's work included the review of the potential for expanding existing revenue sources as well as new revenue sources. Detailed information on the revenue generated by a wide range of revenue sources was developed in conjunction with the staff of the North Carolina Department of Transportation and made available for review and analysis by Committee members.



II. COMMITTEE RECOMMENDATIONS

The Committee decided at an early stage to reject the notion of the General Assembly earmarking local revenue sources for transit funding only or even broader transportation system management in general. The Committee firmly believes that cities and counties must have adequate revenues to operate and then must make local decisions on the relative priority of their full range of needs. Local dedication of selected revenue sources for transit functions would be acceptable. If local governments have adequate, generally available revenues, then the Committee believes transit and other transportation activities will rank sufficiently high on local priority lists to receive adequate funding.

The Committee on Public Transit System Needs recognizes the need for short-range solutions to the immediate problems facing transit systems, as well as the need for longer-term solutions to deal with the most significant transportation related problems. The short-term needs are outlined in the introduction. The longer-term solution to these existing needs, as well as anticipated future needs, revolves around adequate funding of a comprehensive Transportation System Management (TSM) program, which includes the coordinated use of various transportation actions such as traffic signal management, traffic lane adjustment, promotion of car pooling and van pooling, public transit operations, parking restrictions and other techniques, to provide for maximum mobility while reducing the need for costly new construction.

A. SHORT-TERM RECOMMENDATIONS

The Committee's short-term recommendations to the NCLM Legislative Committee are.

1. The League should again seek legislative authority to levy a fifth cent local option sales tax identical to the current fourth cent local option sales tax.
2. The League should also pursue legislative authority for a local option payroll tax, for general purposes.
3. The League should support the creation of a State Operating Assistance Program, similar to that recommended by the Blue Ribbon Commission on Transportation Needs. This program would be available to cities and counties to assist in public transit, rural and human service transportation activities, and inter-city transportation activities.
4. The League should seek legislative authority authorizing municipalities to increase the municipal automobile license fees up to a \$10 maximum for general purposes, at local option.
5. As a matter of principle, the League should support legislation which would authorize the use of non-voted property taxes for public transportation activities.

All of these recommendations should be actively pursued by the League. The sales tax and payroll tax proposals would generate substantial revenues and individual local governments should have the discretion to determine the combination of techniques to use to raise local revenues. The state operating assistance program and the automobile tag revenues would provide needed revenues but would be insufficient to meet the documented needs. The use of non-voted property taxes would not provide additional local revenues, but would provide increased local flexibility and recognition of transit as a legitimate public purpose.

B. LONGER-TERM RECOMMENDATIONS

The Committee feels that the long-term solution to the public transportation funding dilemma should be addressed in the context of financing for all types of transportation. Current funding for transportation in North Carolina is somewhat fragmented and does not permit the flexibility to respond to overall transportation needs in this period of constrained resources. For example, there is no funding mechanism to do TSM-type improvements such as traffic signal improvements, unless they are part of a construction project. Construction is severely limited and yet our demand for transportation continues to grow. The situation calls for a long-term solution to allow the state and its cities and counties the ability to respond to the broad range of transportation needs. The creation of a statewide Transportation Fund would provide a mechanism for the state and its localities to jointly address transportation problems in a more comprehensive fashion. This overall Transportation Fund could either encompass the Highway Fund or be a separate, additional fund. In either case, the amount of monies allocated to transportation must be increased over current levels. These additional revenues could be raised from increases in the sales tax rate on automobiles, increases in the statewide motor fuel tax, and/or increased revenues from other sources. It is clear to the Committee that funding for transportation must be increased if our highways are to be kept safe and functional and if our public transportation systems are to continue to play the vital public service role our citizens have come to expect.

III. SUMMARY

In summary, the Committee on Public Transit System Needs recommends the five short-term legislative recommendations cited above for immediate pursuit in the 1983 Legislative Session. The Committee further recommends the active consideration of the longer-term solution of the creation of a transportation fund for broad Transportation System Management activities. Taken together, these two approaches will provide for a viable transportation system for the future in North Carolina.

A more detailed Committee report is currently being developed and will be available upon request. The Committee members, both individually and collectively, stand ready to assist the leadership of the North Carolina League of Municipalities in the further development of these recommendations and in subsequent educational and lobbying work with the General Assembly of North Carolina.

Respectfully submitted,

COMMITTEE ON PUBLIC TRANSIT SYSTEM NEEDS
Minette Trosch, Charlotte Councilwoman, Chair
Cy Brooks, City Manager, High Point
Phil Harvell, Chairman, Raleigh Transit
Authority
Aaron Johnson, City Councilman, Fayetteville
Terry Lathrop, Chairman, Chapel Hill
Transportation Board
Doug Leckie, Chairman, Winston-Salem
Transit Authority
Mayor Ben Halterman, Wilmington
Harvey Mathias, City Manager, Salisbury
Mayor Roy Trantham, Asheville

MEMORANDUM

August 20, 1982

TO: Mayor and Council
FROM: Laura Frech, Councilmember

Dave Berryhill, Henry Underhill, Doug Carter and Walter Fields and I all attended the joint meeting of the N.C. League of Municipalities Legislative Committee and Legislative Advisory Committee Thursday, August 19, in Raleigh. We reviewed the 1981 municipal legislative goals and policies, the list of legislative proposals adopted since the 1981 goals and policies were adopted and a list of legislative proposals submitted by the municipalities and organizations. On September 9, the Legislative Committee of which Dave, Henry and I are members, will meet again to vote on which of these proposals to recommend to the N.C. League of Municipalities Board. We would like to tell you about some of these proposals and ask your opinion. If you have strong opinions, pro or con, would you please get word to Henry Underhill.

We would assume that you have no objection to the continuation of those items of the 1981 legislative goals and policies which still need to be supported. However, if you will review that and if there are items that you do not wish to continue to support, please let us know. Lee Wilson has asked that we try to come up with a small package that they can manage. There are several items that are somewhat controversial. Last year you will remember, the League was supporting legislation to repeal the zoning protest provision which allows the 3/4 rule to be invoked. I believe that last year Council said that we opposed repeal of it. Do you want us to continue to oppose legislation which will repeal the protest provision in zoning decisions. The legislative proposals prepared by the municipalities include some quite interesting ones on which I think Henry, Dave and myself can use our judgement. There are even stronger recommendations coming for local option municipal taxes. The League has in the past, supported a variety of local option municipal taxes, including possible 4% hotel room tax, local option sales tax, and payroll income taxes. The interest seems to be increasing in the payroll taxes. The League's committee on public transit is now proposing to support a local option payroll tax. The Long Range Funding Committee will be meeting on August 26, to discuss these revenue issues. The meeting will be at 4.00 p.m. If you have an interest in these issues, please plan to attend and express your interest to Dave or myself before the meeting. Would you let us know whether you want us to push harder for payroll tax, or what your thinking is on this.

The Goldsboro league is pushing hard for legislation which would apparently restrict the present ability of homes of the handicapped or various family care homes to go in residential districts. The state legislature passed legislation exempting these family care homes from the local zoning ordinance. In the light of some of the controversial group homes that we have had located recently, we would like to know if you are interested in supporting their recommendations for imposing a 1/2 mile distance limitation on all types of homes for the handicapped and on creating a study commission composed of representatives of various municipalities to determine long term ramifications of the law exempting homes for the handicapped from the local zoning regulations.

The rest of the items I think we can make decisions based on what we believe you would want to do. If you wish to see the list of proposed legislation it will be in Henry's office. Please try to see it as soon as possible and let us know your feelings as we have to vote on September 9, or attend the Long Range Funding Committee meeting on August 26.

Laura

Laura Frech

LF/csm

cc. Henry Underhill
Carol Loveless

Request for Council Action

Charlotte

To the City Council

From the City Manager

Action Requested Authorization of the City Manager to enter into a contract with the UNCC Urban Institute to ascertain degree of participation of minority and women contractors operating as prime and subcontractors on City construction projects and appropriate \$7,000 from contingency for the study.

Responsible Department City Manager's Office

This request should be organized according to the following categories Background, Explanation of Request, Source of Funding, Clearances, Bibliography

Background:

The City Council M/WBE Committee has been meeting for several months reviewing the City's M/WBE plan and the airport plan, and pursuing future action by the City regarding the M/WBE program. The Committee has involved representatives of the Charlotte Business League, the Associated General Contractors, the Women's Commission, the Chamber of Commerce, and bonding representatives in its deliberations. With the assistance of the City Attorney, the Committee has also reviewed legal actions which might be taken against the City, or which the City might initiate on its own.

Throughout the process, there has been a better understanding of how an M/WBE plan might work, given the Attorney General's opinion. During this process, two other actions took place the AGC adopted a model M/WBE program and the Chamber of Commerce proposed the concept of a voluntary M/WBE program which would be a City-wide program involving private industry.

At the last meeting, the Committee considered and asked staff and other interested groups to pursue two programs:

- (1) a good faith effort plan, and
- (2) a voluntary M/WBE plan

Good Faith Effort Plan

The good faith effort plan is modeled after the AGC's program and would apply to construction projects of the City. Under the plan, there would not be any goals for a specific project and companies able to perform all the work would not be required to sub-contract. However, when contractors did sub-contract, they would be asked to document what "good faith efforts" were made to solicit and utilize M/WBE subcontractors

continued . . .



Findings of Fact - UNCC Contract

The City Attorney advised that the City would be in the best legal position to implement such a plan if there was first a findings of fact regarding discrimination in the construction industry as it relates to City projects. The City Attorney predicated this opinion on the review of several recent cases regarding affirmative action plans in which a record of discrimination was documented before a remedy was imposed.

Staff was asked to prepare a process for determining the findings of fact. At the request of City staff, the UNCC Urban Institute prepared the attached proposal to analyze the degree of participation of women and minority contractors operating as prime and subcontractors on City construction projects during the last five years. The cost of the study is \$7,000 (phase one - \$3,000 and phase two - \$4,000). Once phase one is completed, the City Attorney will decide whether or not phase two is necessary. If the findings of fact do document past discrimination, then the Committee will consider implementing the good faith effort plan.

Voluntary Plan

The voluntary plan is currently being developed by representatives of the Chamber of Commerce, Charlotte Business League, Women's Commission and the Associated General Contractors, and will be considered by the M/WBE Committee in the near future.

CML:cm

attachments



PROPOSAL TO ASCERTAIN THE DEGREE OF PARTICIPATION OF WOMEN AND
MINORITY CONTRACTORS AS PRIME CONTRACTORS AND SUBCONTRACTORS ON
CHARLOTTE CONTRACTS

Although few judicial rulings have directly addressed the question of M/WBE plans, the few interpretations that exist seem to suggest that a record of discriminatory activity in letting contracts must be documented prior to the establishment of a M/WBE plan. This proposal has been developed for the purpose of documenting whether or not there has been discrimination in the construction industry affecting the contract letting process by the City of Charlotte. The time frame of five years (1977-1982) is proposed for study.

The study proposal is broken into two phases with the first phase directed toward an understanding of the participation rate of minority firms as sub-contractors and prime contractors, and an assessment of this rate in relation to the actual existence of minority-headed firms in the major occupational categories utilized for subcontracts. The second phase is designed to delve more deeply into assessing whether or not actual discrimination has occurred. The effort to assess this dimension is based on comparing samples of majority and minority firms. The service provider, the Urban Institute understands that the city prefers completing Phase One of the study prior to making a final decision to proceed with Phase Two.

The study phases are:

Phase One

Review all records of major construction contracts let by the City over the past five years in order to ascertain the degree of participation of minority firms as subcontractors and prime contractors. Identify the number of minority contractors in the major areas for which subcontracts were let for the purpose of determining whether the rate of gaining subcontracts for minority contractors is divergent from the number of potential minority

continued . .

contractors. A report outlining the methods employed in the study, displaying data gathered, and conclusions developed through analysis of the data will be provided the City. The records of Utilities Department and Engineering Department will be utilized for the purpose of constructing the bid letting history of the City over the last five years. Various sources will be used to ascertain the number of minority contractors in existence at any given time. A review of case studies and legislative action at the federal level on this subject will be included in the study.

Phase Two

In order to determine whether minority contractors have had access to the system, a sample of minority firms in major contracting areas will be asked if they receive notice of bids, have they placed bids, degree of success in obtaining bids, opinions about success rate, and if no bids have been placed, why. These questions would seek both opinions and actual data from records. A sample of majority firms would also be selected and similar questions asked of them. A report comparing the minority and majority firms sampled will be given the City at the conclusions of this phase of the study.

TIME FRAME ESTIMATES

Phase One - Three months*
Phase Two - Three months

*With assistance from participating City departments this time frame may be shortened.

FUNDING ESTIMATES

Phase One - \$3,000
Phase Two - \$4,000



ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NO. 1184-X, THE 1982-83 BUDGET ORDINANCE, TO APPROPRIATE FUNDS FROM THE GENERAL FUND CONTINGENCY TO FUND A CONTRACT WITH THE UNCC URBAN INSTITUTE TO STUDY MINORITY AND WOMEN CONTRACTOR'S PARTICIPATION IN CITY CONSTRUCTION PROJECTS

Section 1. That the sum of \$7,000 is hereby appropriated from the General Fund Contingency (530.00) account to the City Manager's Office (102.00.199) for a contract with the UNCC Urban Institute. This contract will provide for a study of the degree of participation by minority and women contractors operating as prime and subcontractors on City construction projects.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. This ordinance shall become effective upon its adoption.

Approved as to form:


City Attorney



9/2/82

Talent Bank Nominees for Boxing Commission

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Chisholm, John L.	5416 Dennis Court Charlotte, N. C. 28213	MALE	BLACK	0
Croy, Sandra L.	2625 Warnath Drive Charlotte, N.. C. 28210	FEMALE	WHITE	0
Brockman, Sidney J.	2233 C Rexford Road Charlotte N.C. 28211	MALE	WHITE	0
Elder, Thereasea	6025 Rockwell Blvd. W. Charlotte, N.C. 28213	FEMALE	BLACK	0
Gordon, Susan R.	638 Northgate Avenue Charlotte, N.C. 28209	FEMALE	WHITE	0
Artis, Willie M.	4811 Easthaven Drive Charlotte, N.C. 28212	MALE	BLACK	0
Holton, Mitzi C.	4415 Carriage Drive Charlotte, N. C. 28205	FEMALE	WHITE	0
Buchanan, Gerald R. "Jerry"	2108 Wensley Drive Charlotte, N.C. 28210	MALE	WHITE	0
Felts, Mary Ann	1123 Regency Drive Charlotte, N. C. 28211	FEMALE	WHITE	0
Granger, William G.	5420 Farmbrook Drive Charlotte, N. C. 28210	MALE	WHITE	0
Lynch, James T.	6047 Brookhaven Road Charlotte, N. C. 28210	MALE	WHITE	0
Woods, Joanna	6710 Knightswood Drive Charlotte, N.C. 28211	FEMALE	WHITE	0



Talent Bank Nominees for Boxing Commission

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Shaw, Jr., Billy B.	4540 Strangford Avenue Charlotte, N. C. 28225	MALE	WHITE	0
Sanderson, Elliot B.	2123 Knickerbocker Drive Charlotte, N.C. 28212	MALE	WHITE	0
Rohde, Pearl B.	7141 Rollingridge Drive Charlotte, N.C. 28211	FEMALE	WHITE	0
Rice, Judith G.	2210 Whitfield Drive Matthews, N. C. 28105	FEMALE	WHITE	0
Pappas, George A.	4828 Hadrian Way Charlotte, N. C. 28211	MALE	WHITE	0
Gordon Jr., Michael S.	1509 Eastcrest Drive Charlotte, N.C. 28205	MALE	WHITE	1
Lathrop, David D.	1509 Thomas Avenue Charlotte, N. C. 28205	MALE	WHITE	1
Reeder, Daille J.	1538 Waddell St. Charlotte, N. C. 28216	FEMALE	BLACK	2
Bailey, Grace M.	3600 Meredith Avenue Charlotte, N. C. 28208	FEMALE	WHITE	3
Huberman, Jeffrey A.	1607 Dilworth Road W. Charlotte, N. C. 28203	MALE	WHITE	4
Ryan, Virginia	2110 Amboy Ct Charlotte, N. C. 28205	FEMALE	WHITE	5
Palis, Jack	4516-42 Randolph Road Charlotte, N. C. 28211	MALE	WHITE	5
Smith, Sid	2526 Normandy Road Charlotte, N.C. 28209	MALE	WHITE	6
Nicholson Rev. Dr. Maggie L.	1225 South Caldwell Street, #415 Charlotte, N. C. 28203	FEMALE	BLACK	6



Talent Bank Nominees for Boxing Commission

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Marxen, Merle W.	1041 Circlewood Drive Charlotte, N. C. 28211	MALE	WHITE	6
Campbell, Jr. Hugh B.	1428 Scotland Ave. Charlotte, N. C. 28207	MALE	WHITE	6
Gerns, Peter H.	100 Matador Lane, Apt. 403 Charlotte, N.C. 28209	MALE	WHITE	6
Baker, Don N.	8418 Knights Bridge Road Charlotte, N. C. 28210	MALE	BLACK	7
Hartford, Winslow H.	1413 Redcoat Dr. Charlotte, N.C. 28211	MALE	WHITE	7
Kimball, William G.	4215 Brookfield Drive Charlotte, N. C. 28210	MALE	WHITE	7
Suiter, Roger N.	5410 Sharon Road Charlotte, N.. C. 28210	MALE	WHITE	7
Strickland, Charles E.	3201 Glen Terrace Charlotte, N. C. 28211	MALE	WHITE	7
Smith, Darwin O.	3000 Carmel Road Charlotte, N.C. 28211	MALE	WHITE	7
Ridenhour, Nancy	4607 Colony Road, Apt.E Charlotte, N. C. 28211	FEMALE	WHITE	7
Mansfield, C. Franklin (Frank)	735 E. Kingston Avenue Charlotte, N.C. 28203	MALE	WHITE	9
Mullis, Carol B.	2500 Hargett Road Matthews, N. C. 28105	MALE	WHITE	Co.
Hardt, Nettie	2928 Windrow Lane Matthews, N. C. 28105	FEMALE	WHITE	Co.
Hardt, Erich	2928 Windrow Lane Matthews, N. C. 28105	MALE	WHITE	Co.



9/2/82

Talent Bank Nominees for Clean City Committee

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Lathrop, David D.	1509 Thomas Avenue Charlotte, N. C. 28205	MALE	WHITE	1
Huberman, Jeffrey A.	1607 Dilworth Road W. Charlotte, N. C. 28203	MALE	WHITE	4
Palis, Jack	4516-42 Randolph Road Charlotte, N. C. 28211	MALE	WHITE	5
Convey, William H	1420 Lilac Road	MALE	WHITE	6
Smith, Sid	2526 Normandy Road Charlotte, N.C. 28209	MALE	WHITE	6
Suiter, Roger N.	5410 Sharon Road Charlotte, N. C. 28210	MALE	WHITE	7
Strickland, Charles E.	3201 Glen Terrace Charlotte, N. C. 28211	MALE	WHITE	7
Ridenhour, Nancy	4607 Colony Road, Apt.E Charlotte, N. C. 28211	FEMALE	WHITE	7
Patnalk, Beverly S	9624 Covedale Drive Matthews, N.C. 28105	FEMALE	WHITE	7
Kimball, William G.	4215 Brookfield Drive Charlotte, N. C. 28210	MALE	WHITE	7
Hartford, Winslow H.	1413 Redcoat Dr. Charlotte, N.C. 28211	MALE	WHITE	7
Adams, Mahlon H.	3346 Willow Oak Road Charlotte, N. C. 28203	FEMALE	WHITE	7
Mansfield, C. Franklin (Frank)	735 E. Kingston Avenue Charlotte, N.C. 28203	MALE	WHITE	9



9/2/82

Talent Bank Nominees for Clean City Committee

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Mullis, Carol B.	2500 Hargett Road Matthews, N. C. 28105	MALE	WHITE	Co.
Jowett, David A.	309 WaterOak Lane Matthews, N. C. 28105	MALE	BLACK	Co.
Hardt, Nettie	2928 Windrow Lane Matthews, N. C. 28105	FEMALE	WHITE	Co.
Hardt, Erich	2928 Windrow Lane Matthews, N. C. 28105	MALE	WHITE	Co.

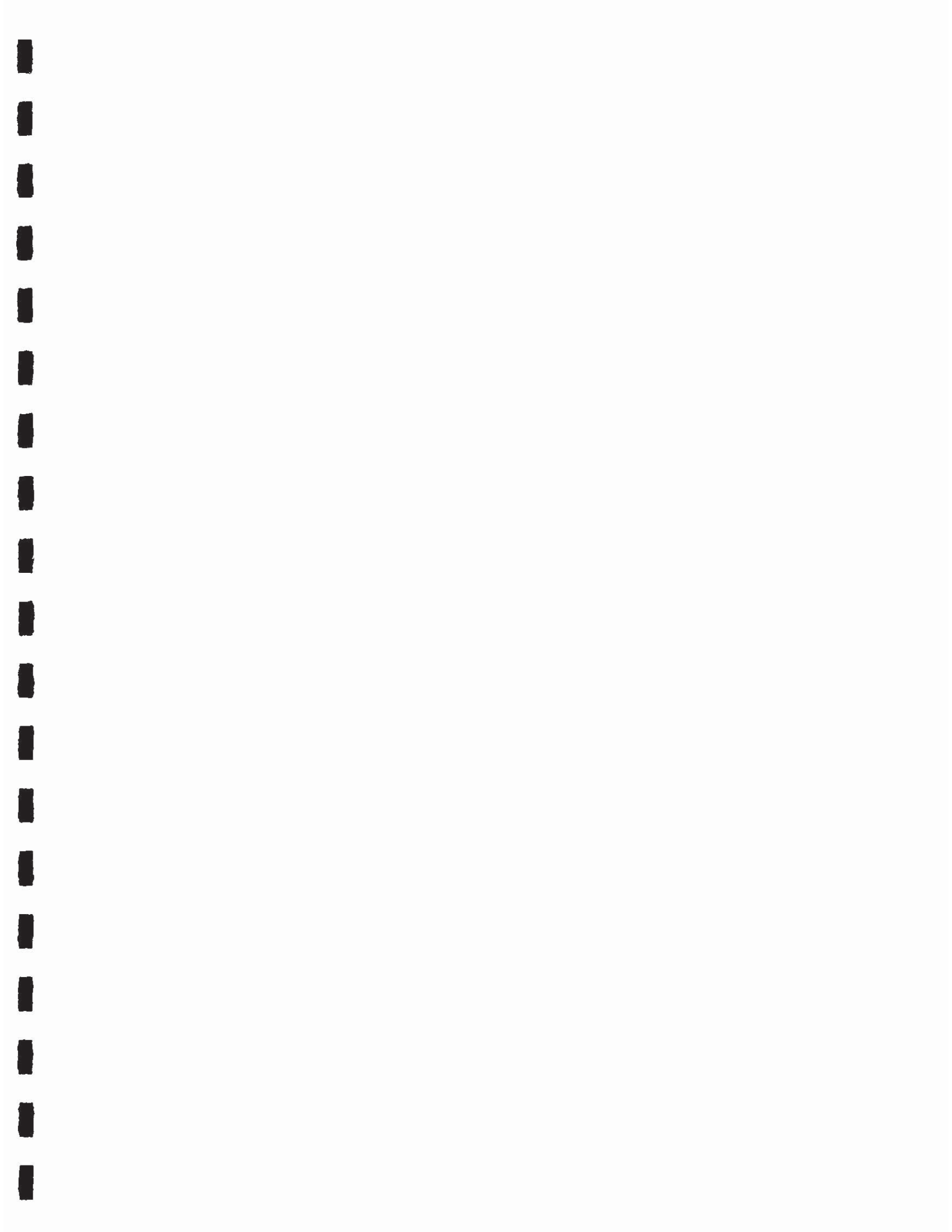
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9/2/82

Talent Bank Nominees for Community Facilities Committee

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Elder, Thereasa	6025 Rockwell Blvd. W. Charlotte, N.C. 28213	FEMALE	BLACK	0
Hood, Rodney K.	1327 Orvis Street Charlotte, N.C. 28216	MALE	BLACK	2





9/2/82

Talent Bank Nominees for Taxicab Review Board

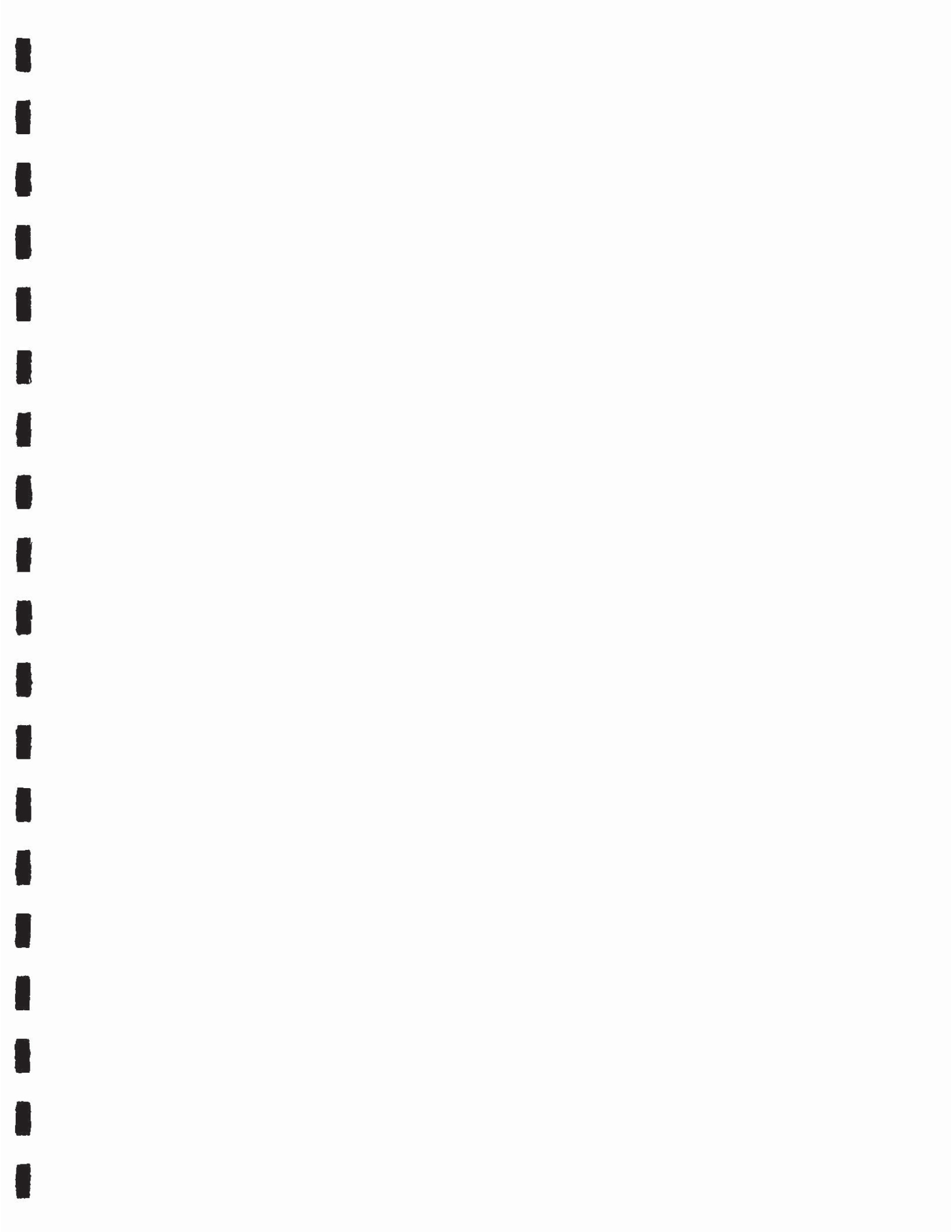
<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Kimball, William G.	4215 Brookfield Drive Charlotte, N. C. 28210	MALE	WHITE	7

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9/2/82

Talent Bank Nominees for Uptown Development

<u>Name</u>	<u>Address</u>	<u>Sex</u>	<u>Race</u>	<u>District</u>
Lynch, James T.	6047 Brookhaven Road Charlotte, N. C. 28210	MALE	WHITE	0
Ledwell, Jerry J.	3401 Country Club Drive Charlotte, N.C. 28205	MALE	BLACK	0
Jenrette, Jon S.	1333 Queens Road Charlotte, N. C. 28207	MALE	WHITE	0
Granger, William G.	5420 Farmbrook Drive Charlotte, N. C. 28210	MALE	WHITE	0
Lathrop, David D.	1509 Thomas Avenue Charlotte, N. C. 28205	MALE	WHITE	1
Hood, Rodney K.	1327 Orvis Street Charlotte, N.C. 28216	MALE	BLACK	2
Smith, Sid	2526 Normandy Road Charlotte, N.C. 28209	MALE	WHITE	6



For Office Use Only

Date Submitted August 30, 1982

Agenda Date Requested September 13, 1982

Consequences if Agenda Date is Delayed or Action is Deferred The City Council requested that this proposal be considered on the same date as the landfill development contracts. These have been submitted for September 13

Contact Person for Questions
from the City Manager's Office Marylyn L Williams

Authorized by



Department Head

Approved by



Assistant City Manager

List Attachments

Resolution

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A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CHARLOTTE AUTHORIZING THE CITY MANAGER TO EXECUTE AN AMENDMENT TO AN AGREEMENT WITH HENNINGSON, DURHAM AND RICHARDSON, INC. DATED 1 APRIL 1981.

WHEREAS, the City of Charlotte is committed to the conservation of natural resources ; and

WHEREAS, the City of Charlotte wishes to minimize the use of land for solid waste disposal; and

WHEREAS, it appears that the implementation of a resource recovery plan will contribute substantially to these goals and objectives; and

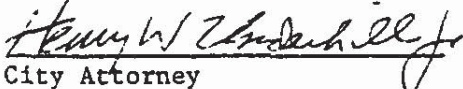
WHEREAS, the cost of a 2,000 TPD resource recovery facility has increased significantly; and

WHEREAS, the City of Charlotte wants the Engineer to undertake certain studies of a smaller facility and a specific financing plan; and

WHEREAS, the accomplishment of such a study is outside the Engineer's scope of work, as defined by the Agreement dated April 1, 1981.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte that the City Manager execute an amendment to the Agreement dated April 1, 1981 for these services at a cost not to exceed \$6,000.

Approved as to form:


City Attorney

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FD

It is attached to 6(a)

Request for Council Action

Charlotte

To the City Council

From the City Manager

Action Requested Request City Council at its September 13, 1982 meeting to approve a "Contract for Technical or Professional Services between the City of Charlotte and Cherry Community Organization, Inc." for a Rehabilitation Management and Sales Program principally and primarily for the residents of the Cherry Neighborhood Strategy Area in the amount of \$112,476.
Responsible Department Community Development

This request should be organized according to the following categories. Background, Explanation of Request, Source of Funding, Clearances, Bibliography

BACKGROUND: Approval of this contract is necessary in order to provide the administrative costs needed to implement the final year of the Cherry Two Year Plan which was approved by City Council on September 14, 1981. This contract includes a work schedule which identifies 41 units to be major repaired at an estimated cost of \$339,684 and the rehabilitation of 4 structures at an estimated cost of \$140,000.

The funding level recommended for this year has increased from \$96,409 to \$112,476 because the Neighborhood Self Help Grant which had paid a portion of staff cost for the CCO ended during last year's contract. This amount, if approved will satisfy the City's obligation to the CCO, who is responsible for implementing the activities of the Community Development Plan for the Cherry Neighborhood Strategy Area.

Previous Community Development Department Performance Contracts with CCO are shown below:

<u>Date of Contract</u>	<u>Contract Amount</u>	<u># of Units Scheduled for Major Repair/Rehab.</u>
10/1/79 - 9/30/80	\$ 50,000	26
10/1/80 - 10/31/80	3,570 (Amendment)	
11/1/80 - 11/30/80	3,570 (Amendment)	
12/1/80 - 9/30/81	41,440	17
10/1/81 - 9/30/82	96,409	33
2/8/82 - 9/30/82	-0- (Amendment)	21
Sub-Total	\$194,989	97
<u>Proposed Contract</u>		
10/1/82 - 9/30/83	\$112,476	45
Total	\$307,465	142

EXPLANATION OF REQUEST: Approval of this contract is requested in order to complete the final year of the Cherry Two Year Plan which will end September 30, 1983.



For Office Use Only

Date Submitted August 25, 1982

Agenda Date Requested September 13, 1982

Consequences if Agenda Date is Delayed or Action is Deferred Present contract will expire September 30, 1982. The attached contract will take effect October 1, 1982. If Agenda date is delayed or action is deferred beyond September 30, 1982, services will be temporarily discontinued.

Contact Person for Questions
from the City Manager's Office

J. W. Walton

Authorized by

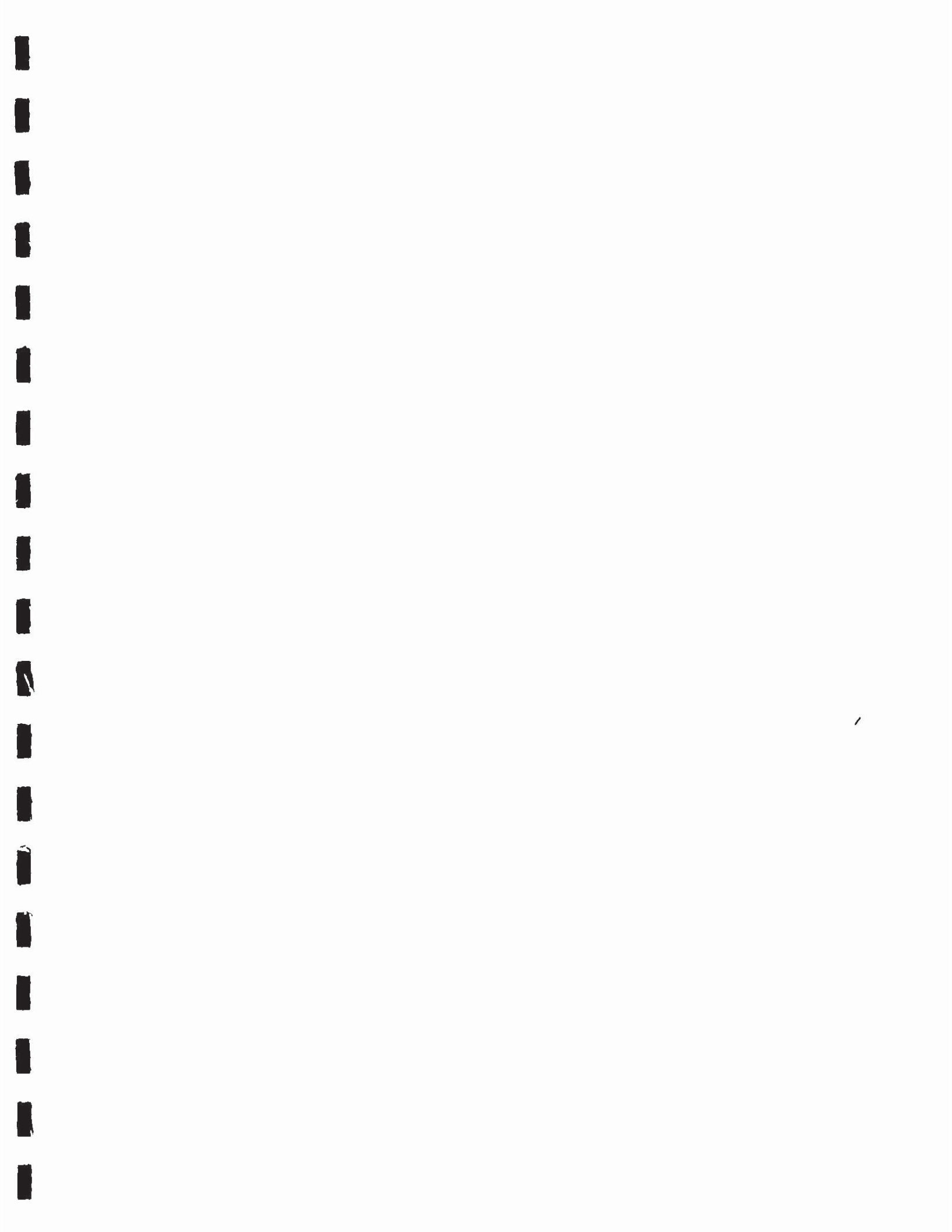

Department Head

Approved by

Assistant City Manager

List Attachments

Contract
Evaluation



Request For Council Action
CCO, Inc.
Page 2

SOURCE OF FUNDING: On June 28, 1982, City Council approved the Capital Improvement Projects Budget for FY83-87, which included Funding for the General Revenue Sharing Housing Account. Cherry Community Organization, Inc. was allocated \$112,476.

CLEARANCES: Community Development Department and Budget and Evaluation Department.

BIBLIOGRAPHY: Community Development Files
Evaluation

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REHABILITATION, MANAGEMENT AND SALES PROGRAM
PRINCIPALLY AND PRIMARILY FOR THE RESIDENTS OF THE
CHERRY NEIGHBORHOOD STRATEGY AREA
CONTRACT FOR TECHNICAL OR PROFESSIONAL SERVICES

PART I STATEMENT OF AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 1982, by and between the CITY OF CHARLOTTE, NORTH CAROLINA (hereinafter called the "City of Charlotte") and THE CHERRY COMMUNITY ORGANIZATION, INC. (HEREINAFTER CALLED THE "Contractor").

WITNESSETH THAT:

WHEREAS, the City of Charlotte has submitted an application and received approval from the United States of America for the execution of a comprehensive Community Development Program for certain areas (hereinafter referred to as "Neighborhood Strategy Areas" and abbreviated "NSA"), pursuant to the Housing and Community Development Act of 1974; and

WHEREAS, the cooperation of the City of Charlotte and the Contractor is essential for the successful planning and execution of the Community Development Program; and

WHEREAS, in furtherance of the objectives of, and pursuant to the Housing and Community Development Act of 1974 and the North Carolina General Statute 160A-456, the City is carrying out a Community Development Program in the 'Cherry Community Development Neighborhood Strategy Area' for which a Community Development Plan, dated February 20, 1976, was approved by the City Council of the City of Charlotte on April 5, 1976, and an amended Community Development Plan, dated March, 1979, was approved by the City Council of the City on April 23, 1979, by Resolutions; and

WHEREAS, the City of Charlotte has purchased properties valued at \$977,075 in large blocks of other than owner-occupied property located in the Cherry Neighborhood Strategy Area for negotiated disposition in phases to the Contractor who will, in turn, rehabilitate or major repair the property utilizing the City's Rehabilitation Loan and Grant and Major Repair Program; rental income from these properties or other sources of funds; and upon completion of such rehabilitation, the Contractor will either resell the individual rehabilitated units to eligible purchasers who will assume the rehabilitation loans on the property or, on those properties not disposed of by sale, the Contractor will lease the property to low and moderate-income individuals or families; and



WHEREAS, it is the desire of the parties that the Contractor engage in certain planning and execution activities directly related to a REHABILITATION, MANAGEMENT AND SALES PROGRAM principally and primarily for the RESIDENTS OF CHERRY.

NOW, THEREFORE, the parties hereto do mutually agree to the requirements and provisions of this contract as follows:

PART II - SCOPE OF SERVICES

THE SERVICES REQUIRED of the Contractor shall be directed to and consistent with the following:

A. ACHIEVEMENT AND PERFORMANCE OBJECTIVES

1. The Contractor will major repair not less than forty-one (41) units in the blocks and parcels listed in Appendix A. These properties will be repaired within the cost estimates provided by the Community Development Construction Advisor for City-owned properties in Cherry listed in Appendix B. The work will be performed in accordance with the Work Schedule attached as Appendix C.
2. The Contractor will complete the major repair of any remaining units from the FY82 work schedule within sixty-five (65) work days after the beginning date of this contract.
3. The Contractor will initiate loan applications for four (4) single-family structures and complete rehabilitation of those units in accordance with the work schedule attached as Appendix C.
4. The Contractor will notify the Program Monitor of the Community Development Department of the City of Charlotte of which parcels the Contractor desires to acquire not less than forty (40) work days prior to the desired acquisition date. If any rehabilitation is needed on the property transferred to the CCO, the CCO will make application for a rehab loan within twenty (20) days following acquisition.
5. The Contractor shall make application for Rehabilitation Loans from the Community Development Department not less than forty (40) work days prior to the date that the Contractor anticipates beginning rehabilitation of the units to be rehabilitated utilizing such funds. This number of days should be sufficient to cover normal loan procedures with a non-profit sponsor, which include appraisal of the property, title search, credit determinations, preparation of work write-up and cost estimates, bidding procedures and approval by City Council.

The Contractor will ensure that rehabilitation of such units will begin within ten (10) work days following issuance of a proceed order.

6. Rental units will be rented within fifteen (15) work days following the completion of rehabilitation of each structure. Sales units will be sold or listed for sale to owner/occupants in accordance with the Cherry Community Development Plan within fifteen (15) work days following the rehabilitation of each structure.
7. The Contractor will ensure that the vacancy rate of units does not exceed 18% and that the delinquency rate of rental rates does not exceed 10%.
8. The Contractor will repay the loan from the City of Charlotte at a rate to be established in the deeds of trust and land sales contracts conveying property to the Contractor.
9. The CONTRACTOR will provide a detailed PROGRESS REPORT on the 8th of each month but no later than ten (10) work days after the end of each reporting period and a final report within ten (10) days after the expiration date of this contract.

B. MANAGEMENT AND ADMINISTRATION RESPONSIBILITIES

1. The Contractor will hire and maintain such staff as appropriate and necessary to fulfill the terms of this contract.
2. The Contractor shall exercise appropriate staff screening procedures to ensure against conflict of interest. No member of the Contractor's governing board, nor any person receiving a rehabilitation loan from the Community Development Department may receive compensation for services provided under this contract, or from any contracts (or sub-contracts) to perform work generated by this contract.
3. The Contractor will make proper and timely application for Section 8 Rental Supplements on rental units.
4. As new federal, state or local housing programs become available, the Contractor will fully investigate these programs as potential alternate funding sources and make application for such funds as appropriate.
5. Contracts with general contractors in performing rehabilitation work financed by Community Development rehab loans must be approved by the Rehabilitation Division Supervisor of the Community Development Department prior to implementation of said contracts.

6. Rehabilitation work funded by the Community Development Department will be performed in accordance with the procedures already established by that department.
7. The Contractor will provide through the program staff, administrative and supervisory services, coordinated planning, implementation and budget control for the program.
8. The Contractor will maintain central records on the program budget and will provide a detailed breakdown of eligible expenditures as designated by the program budget with each Disbursement Voucher submitted.
9. The Contractor will submit original invoices and receipts with the Disbursement Voucher requests as required under Part V - COMPENSATION AND METHOD OF PAYMENT.
10. The Contractor will provide the Community Development Department of the City of Charlotte and/or the U.S. Department of Housing and Urban Development with all available reports and other data necessary for the evaluation and financial audit of the program described in this document.
11. The Contractor will keep on file copies of bids, rehabilitation agreements and other financial records and make such records available upon request to the City of Charlotte and/or U.S. Department of Housing and Urban Development.
12. The Contractor will be responsible for exercising appropriate monitoring and control procedures with regard to the responsibilities ascribed to the Contractor for the purpose of ensuring that provisions of this contract are properly and adequately fulfilled.
13. The Contractor is obligated to notify the Community Development Department of the City of Charlotte in the event the Contractor is unable to provide services in such sequence and in such manner as to fulfill the Contractor's obligations and satisfy the requirements of this contract. Both parties will make every effort, including the use of arbitration, to work out any problems which may arise. If necessary, contract negotiations will be conducted to determine what, if any, modification to the program can be made to facilitate the Contractor's ability to provide services which will satisfy the terms of this contract.
14. The Contractor shall neither charge nor in any manner anticipate payment of any costs not specifically designated as an eligible expense under this contract as specified in the PROGRAM BUDGET attached hereto.

15. The Contractor will refer program participants needing additional or other social or personal services to the City of Charlotte's Neighborhood Centers Department for diagnostic counseling and referral or to other appropriate community service agencies.

C. PROGRAM OPERATION RESPONSIBILITIES

1. The program will be conducted in the Cherry Neighborhood Strategy Area, in locations selected by the Contractor and approved by the Community Development Department of the City of Charlotte.
2. The overall operation of the program will be the responsibility of the Cherry Community Organization, Inc.
3. The Contractor will be responsible for certifying the eligibility of residents to participate in the program, including exercising appropriate measures to prevent conflict of interest.
4. The Contractor will identify and establish the eligibility of residents, in keeping with applicable state, federal and local requirements to purchase or rent housing units under this contract or to be employed under this contract. No person should be denied participation in or benefits from the program on the basis of sex, race, religion or national origin.

The Contractor and each employer will comply with all requirements imposed or pursuant to the regulations of HUD effectuating Title 6 of the Civil Rights Act of 1964.

PART III - SCHEDULE OF PERFORMANCE

A. GENERAL PERFORMANCE STANDARDS

The SERVICES of the Contractor, as outlined in PART II - SCOPE OF SERVICES, are to commence after the date of execution of this contract, as of the date first written above and shall be undertaken and completed in such sequence and in such manner as to assure their success in the light of the purpose of this contract and the City of Charlotte's comprehensive Community Development Program.

The REHABILITATION, MANAGEMENT AND SALES PROGRAM will begin October 1, 1982.

The contract will be in force for twelve (12) calendar months.

The contract will end September 30, 1983.

IT IS UNDERSTOOD BY BOTH PARTIES that this Contract contains a ninety (90) day waiver from the date of execution. Should the City of Charlotte and the Contractor be unable to concur on the implementation of the program, this contract shall terminate sixty (60) days after the date of execution. The City of Charlotte shall indicate this termination in writing to the Contractor not less than ten (10) working days prior to the end of the waiver period. In the event of such a termination of this contract, the City of Charlotte shall be liable for only such expenses as were necessary in order to permit the operation of this contract through said waiver period.

B. PERFORMANCE SCHEDULE STIPULATIONS

1. Because of budget constraints for the Cherry NSA, the CCO will not initiate the purchase of any additional properties for rehabilitation or major repair not listed in Appendix A and will not make any changes or additions to the work schedule described in this contract without the prior written approval of the Community Development Department.
2. The Contractor will notify the Program Monitor of the Community Development Department of the City of Charlotte of which parcels the Contractor desires to acquire not less than forty (40) work days prior to the desired acquisition date. Any rehabilitation needed on properties transferred to the CCO will be initiated within twenty (20) days following acquisition.
3. The Contractor shall make application for Rehabilitation Loans from the Community Development Department not less than forty (40) work days prior to the date that the Contractor anticipates beginning rehabilitation of the units to be rehabilitated utilizing such funds. This number of days should be sufficient to cover normal loan procedures with a non-profit sponsor, which include appraisal of the property, title search, credit determinations, preparation of work write-up and cost estimates, bidding procedures and approval by City Council.

The Contractor will ensure that rehabilitation of such units will begin within ten (10) work days following issuance of a proceed order.

4. The Contractor will work in close cooperation with the Construction Advisor of the Community Development Department in the rehabilitation of housing in conformance with City Housing Codes.
5. The Contractor will establish and maintain minutes of all Board meetings of the CCO as required by state statutes of the State of North Carolina pertaining to non-profit corporate entities.

6. The CONTRACTOR will provide a detailed PROGRESS REPORT on the 8th of each month, but no later than ten (10) work days after the end of each reporting period and a final report within ten (10) days after the expiration date of this contract.

PROGRESS REPORTS, reports of program Expenditures and MINUTES of All Board meetings will be properly submitted by the Contractor to the CDD of the City of Charlotte no later than ten (10) working days after the specified due date in order that the City can monitor the stability of the Contractor.

It is expressly understood by both parties that the Contractor is obligated to notify the Community Development Department of the City of Charlotte in the event that the Contractor is unable to provide services in such sequence and in such manner as to fulfill the Contractor's obligations and satisfy the requirements of this contract; and that the Contractor will be reimbursed only in the amount of those expenditures actually incurred in providing services under this contract as designated in PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE and as specified in the detailed program BUDGET attached hereto.

If it is determined that the work in Cherry is not proceeding at a pace sufficient to complete the objectives within the schedule set by this agreement and the HUD approved CD plan to complete the target area; the Contractor and the City of Charlotte will discuss and negotiate those units to be rehabilitated by another non-profit or private agency to ensure that the plan is completed as scheduled:

THE PROGRESS REPORTS will be due monthly on the following dates:

November 8, 1982	Comprehensive Report
December 8, 1982	Comprehensive Report
January 8, 1983	Comprehensive Report
February 8, 1983	Comprehensive Report
March 8, 1983	Comprehensive Report
April 8, 1983	Comprehensive Report
May 8, 1983	Comprehensive Report
June 8, 1983	Comprehensive Report
July 8, 1983	Comprehensive Report
August 8, 1983	Comprehensive Report
September 30, 1983	Final Report

7. Prior to implementing the program, secure and provide documentation to the Community Development Department of the City of Charlotte that insurance adequate to cover any accidental or personal injury that may occur as a result of a

NSA resident's participation in the program described in this contract has been secured by the Contractor. The Contractor will require sufficient documentation from any persons or businesses performing rehabilitation or related work required by this contract to ensure that these persons or businesses have insurance adequate to cover any accident, personal injury or property damage that might occur as a result of this work.

8. Prior to implementing the program, secure and provide documentation to the Community Development Department of the City of Charlotte that insurance adequate to cover the replacement cost of property owned by the City and in the custody of the Contractor has been secured by the Contractor.
9. The Contractor understands and agrees that representatives of the Community Development Department and the Budget and Evaluation Department of the City of Charlotte shall make periodic visits to monitor the program.
10. The Contractor will strictly adhere to a timely schedule for assigning and/or employing staff to provide the services required of the Contractor by this contract promptly and without delay as specified in the program budget attached hereto.
11. Prior to implementing the program, the Contractor will provide the Program Monitor of the Community Development Department with the names of their Board Chairman and Director, who will be the contact persons between the CCO and the CDD.
12. The Contractor will submit the final report and the final Disbursement Voucher Request to the Community Development Department of the City of Charlotte not more than two (2) work weeks after the termination of this contract.

PART IV - ACHIEVEMENT, PERFORMANCE AND EXPENDITURE REPORTS

The CONTRACTOR SHALL PREPARE AND SUBMIT periodic PROGRESS REPORTS and REPORTS of PROGRAM EXPENDITURES to the Community Development Department of the City of Charlotte documenting accurately and comprehensively the Contractor's progress in fulfilling his obligations specified in PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE and the extent to which achievement and performance objectives have been met. These reports shall provide both qualitative and quantitative information and be provided in a form suitable for reproduction. The format of the Contractor's reports shall be reviewed and approved by the Community Development Department of the City of Charlotte prior to submission of the initial

report and/or subsequent reports. Technical assistance will be provided by the City in design of the format for the reports.

ALL REPORTS will provide cumulative, YEAR-TO-DATE INFORMATION through each reporting period. The reports may include any information determined beneficial by the Contractor to document the Contractor's progress in fulfilling its obligations and the extent to which achievement and performance objectives have been met BUT at a minimum SHALL PROVIDE THE FOLLOWING INFORMATION:

ALL REPORTS

1. Report for each structure to be acquired and rehabilitated under this contract: address, type of structure (single-family, duplex, triplex, or fourplex), current status (vacant or occupied), plans for the structure (rental prior to rehab, rehab for rental or rehab for sale), anticipated date for rehabilitation, estimated cost to rehabilitate, date acquisition of property was initiated, date property was acquired, date rehabilitation loan was applied for, date loan was approved, date rehabilitation process was initiated (work write-up), cost estimate and bid proposal, date rehabilitation work was approved to start, date actual rehabilitation work started, date work was completed, actual total cost to rehabilitate, general contractor used, and date unit was sold or rented.
2. Report for each structure for which rehabilitation has been completed.
 - a) Structures for Sale: Address, owner/occupant, phone number, date of occupancy, where financed, amount of mortgage, amount paid back to City, amount of retained income, total proceeds (year-to-date) and maintenance and upkeep expenses (year-to-date of sale).
 - b) Structures for Rent: Address, tenant, phone number, date of occupancy, amount of rent (without supplement), amount of Section 8 supplement (if any), total amount of rent, amount of retained income, amount paid back to City (year-to-date), and maintenance and upkeep expenses (year-to-date), amount of mortgage on structure, amount due Bankers Mortgage Corporation (year-to-date) and amount paid (year-to-date).
3. Report for each unit to be major repaired under this contract: address, type of structure (single-family, duplex, triplex, or fourplex), current status (vacant or occupied), plans for the structure (rental prior to major repair, major repair for



rental or major repair for sale), anticipated date for major repair, estimated cost to major repair, date major repair work was approved to start, date actual major repair work started, date work was completed, actual total cost to major repair, general contractor used, and date unit was sold or rented.

4. Report for each unit for which major repair work was completed: address, tenant, phone number, date of occupancy, amount of rent (without supplement), amount of Section 8 supplement (if any), total amount of rent, amount of retained income, amount paid back to City (year-to-date) and maintenance and upkeep expenses (year-to-date).
5. Report for each vacant structure; address, owner (CCO-owned or City-owned) and number of days vacant.
6. Report for each eviction for non-payment: address, tenant, phone number and date of eviction.
7. Report for each eviction all other causes: address, tenant phone number and date of eviction.

AUDIT REPORT

Provide a copy of Audit Report certified by the Contractor's Chief Financial Officer or Program Director no later than sixty (60) days after the end of the contract period.

PART V - COMPENSATION AND METHOD OF PAYMENT

The CITY OF CHARLOTTE AGREES TO REIMBURSE THE CONTRACTOR the total sum not to exceed One Hundred Twelve Thousand Four Hundred Seventy-Six Dollars (\$112,476.00) to hire staff and pay operating costs of administering this contract as outline in PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE. A detailed budget reflecting the total dollar amount of this contract is attached hereto. This budget will be used as a guide for expenditures and reimbursements and will be approved by the Office of Budget and Evaluation of the City of Charlotte. A copy of the budget will be delivered to the Contractor prior to the execution date of this contract and the official copy of the said budget will remain on file at the office of the City Clerk of the City of Charlotte. Both parties further agree that the budget may only be modified by mutual agreement between the Contractor and the Community Development Department of the City of Charlotte, which shall include approval of said modification by the Office of Budget and Evaluation of the City of Charlotte. Any such agreement to modify the budget will be represented by formal written documentation signed by a duly authorized representative of the Contractor and the Community Development Department of the City of Charlotte.



The CONTRACTOR will be PAID THROUGH DISBURSEMENT VOUCHER REQUESTS with said forms supplied to the Contractor by the Community Development Department of the City of Charlotte. EACH VOUCHER REQUEST SHALL BE ACCOMPANIED BY THE PROPER INVOICES AND RECEIPTS AND/OR BY A STATEMENT OF EXPENDITURES incurred and certified by the Contractor's Chief Financial Officer and a list of the names and addresses (or case numbers if necessary to preserve confidentiality) of the residents participating in or served by the program described in this document.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the Contractor will be reimbursed only in the amount of those expenditures actually incurred in providing services required by this contract and that in no event will the total reimbursement to be paid hereunder exceed the maximum sum of One Hundred Twelve Thousand Four Hundred Seventy-Six Dollars (\$112,476.00) for all services required.

IT IS UNDERSTOOD by both parties that the effective date of this contract shall not be valid until such time as the City Council of the City of Charlotte formally approves this contract for execution.

IT IS UNDERSTOOD by both parties that the accounting and fiscal management procedures applicable to this contract shall be prescribed by the Director of Finance of the City of Charlotte and the Contractor informed of said procedures by the Program Monitor of the Community Development Department of the City of Charlotte.

PART VI - TERMS AND CONDITIONS

THIS AGREEMENT is subject to and incorporates all provisions specified in Exhibit A, General Provisions, attached hereto.

IN WITNESS WHEREOF, the City of Charlotte and the Contractor have entered into this contract as to the date first above written.

ATTEST:

CITY OF CHARLOTTE, NORTH CAROLINA

(Seal)
City Clerk

By: _____
Mayor

ATTEST:

CHERRY COMMUNITY ORGANIZATION, INC.

Jane Tucker

(Seal)
Secretary

By: *H. H. R.*

President

Approved as to form:

Henry W. Anderson



APPENDIX "A"

UNITS TO BE MAJOR REPAIRED

<u>Block and Parcel</u>	<u>Number of Units</u>
G-11A	2
14-5	2
12-1	7
19-1	9
6-12	2
11-1	<u>19</u>
TOTAL FOR FY83	41

APPENDIX "B"

UNITS TO BE MAJOR REPAIRED BY STRUCTURE ADDRESS AND COST

<u>B/P - Structure Address</u>	<u>Cost to Major Repair</u>
<u>G-11A</u> 1609-11 Luther Street	\$ 13,440
<u>14-5</u> 1704 A & B Luther Street	\$ 16,800
<u>12-1</u> 1800 Main Street	8,460
1810-12 Main Street	18,600
509 Avant Street	16,120
513 Avant Street	14,880
1801 Baxter Street	14,880
1805 Baxter Street	<u>15,500</u>
Sub-Total	\$ 88,440
<u>19-1</u> 1400 Main St./401 Cherry St.	13,640
1408 Main Street	16,120
1410-12 Main Street	6,200
1414 Main Street	2,480
1416-18 Main Street	8,060
417 (411) Main Street	<u>11,160</u>
Sub-Total	\$ 57,660
<u>6-12</u> 1617-19 Luther Street	\$ 14,384
<u>11-1</u> 1801-03 Main Street	8,960
1805-07 Main Street	15,680
1809-11 Main Street	8,960
1815 A & B Main Street	7,840
1817 Main Street	22,400
1819 Main Street	13,440
1823 Main Street	13,440
1827 Main Street	13,440
408-10 El1 Street	17,920
412-14 El1 Street	5,600
416-18 El1 Street	5,600
420 El1 Street	<u>15,680</u>
Sub-Total	\$ 148,960
TOTAL COST	\$ 339,684



APPENDIX "C"

JLE FOR CHERRY COMMUNITY ORGANIZATION, INC.

<u>No. of Structures</u>	<u>Start Date</u>	<u>Completion Date</u>
1	10/30/82	12/15/82
1	11/30/82	1/25/83
6	2/20/83	6/10/83
6	4/19/83	7/1/83
1	6/30/83	9/5/83
9	10/30/82	1/3/83
3	10/30/82	2/28/83

FOR CHERRY COMMUNITY ORGANIZATION, INC.

<u>Loan Application</u>	<u>Loan Approval</u>	<u>Start Rehab</u>	<u>Complete Rehab</u>	<u>Rent or List For Sale</u>
9/10/82	11/10/82	11/25/82	2/28/83	3/12/83
10/3/82	12/3/82	12/18/82	3/25/83	4/10/83
9/25/82	11/25/82	12/10/82	2/25/83	3/10/83
11/3/82	1/3/83	1/18/83	4/30/83	5/15/83



SUMMARY OF BUDGET REQUESTS

1 FUND	2010 - Capital Improvements	2 PROGRAM	Cherry Community Organ.	3 ACCOUNT	377.14	4 DEPARTMENT AND ACTIVITY	Community Development
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EXPENDITURES

CHARACTER CLASSIFICATION	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST - NEXT YEAR		
				d. TO CONTINUE PROGRAM	e. PROGRAM CHANGES	f. TOTAL
PERSONAL SERVICES	28,593.74	82,349	80,412	101,176		101,176
CONTRACTUAL SERVICES	4,512.17	11,752	10,139	9,800		9,800
COMMODITIES	760.24	2,108	2,021	1,500		1,500
CAPITAL OUTLAY	663.46	200	-0-	-0-		-0-
LESS DEPT'L CHARGES	-0-	-0-	-0-	-0-		-0-
TOTAL	34,529.61	96,409	92,572	112,476		112,476

PERSONNEL

POSITIONS	a. ACTUAL LAST YEAR	b. AUTHORIZED THIS YEAR	c. ACTUAL THIS YEAR	REQUEST - NEXT YEAR		
				d. CONTINUE	e. CHANGES	f. TOTAL
FULL TIME	5	5	5	6		6
TEMPORARY	0	0	0	0		0

SELECTED WORKLOAD INDICATORS

INDICATORS	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST - NEXT YEAR		
				d. CONTINUE	e. CHANGES	f. TOTAL

PROGRAM INFORMATION



City of Charlotte, N C.

OBJECT DETAIL— CURRENT / Check
CHANGE / One

1 FUND 2010	2 PROGRAM Cherry Community Org.	3 ACCOUNT 377.14	4 DEPARTMENT AND ACTIVITY Community Development			
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	10 REQUEST NEXT YR	
		12/1/80- 9/30/81	10/1/81 9/30/82		10/1/82 9/30/83	
011	Salaries & Wages - Regular 1 Director @ \$1,916.66/mo. for 12 mo. = \$23,000 1 Fiscal Officer @ \$1,666.66/mo. for 12 mo. = \$20,000 1 Rent Credit Coordinator @ \$1,333.33/mo. for 12 mo. = \$16,000 1 Worksite Supervisor @ \$1,233.33/mo. for 12 mo. = \$14,800 1 Secretary @ \$791.66/mo. for 12 mo. = \$9,500 1 Rental Manager @ \$500/mo. for 12 mo. = \$6,000	25,360.59	71,864	70,629	89,300	
085	Social Security 6.7% of \$89,300	1,669.95	4,779	4,728	5,984	
086	Employee Health Insurance \$410/mo. for 12 mo. 1 Parent/Child @ \$92 = \$ 92 4 Individuals @ \$47 = \$188 1 Family @ \$130 = \$130	1,019.30	4,896	4,150	4,920	
089	Unemployment 2.7% of \$36,000	543.90	810	905	972	
111	Telephone and Telegraph \$267/mo. for 12 mo. Basic monthly charge \$223/mo. Security System \$24/mo. Long Distance Calls \$20/mo.	1,067.59	2,640	2,787	3,204	
113	Postage	-0-	-0-	-0-	360	
141	Rental of Equipment \$167/mo. for 12 mo. (Copier)	654.00	1,308	1,937	2,004	
142	Rental of Land and Building	501.84	2,250	-0-	-0-	
146	Auto Allowances \$50/mo. for 12 mo.	341.80	600	405	600	



City of Charlotte, N. C.

OBJECT DETAIL — CURRENT / Check
CHANGE / One

1 FUND 2010 Capital Improvements	2 PROGRAM Cherry Community Org.	3 ACCOUNT 377.14	4 DEPARTMENT AND ACTIVITY Community Development			
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	10 REQUEST NEXT YR	
147	Utilities \$125/mo. for 12 mo. (Gas, Water, Electricity)	482.90	1,500	1,112	1,500	
151	Maintenance & Repair-Equipment \$41.66/mo. for 12 mo.	-0-	-0-	-0-	500	
153	Maintenance & Repair-Buildings Mo. Monitoring Fees - Security System \$65/mo for 12 mo.	226.63	704	666	780	
171	Professional Fees	950.00	1,200	1,200	-0-	
251	Motor Fuels and Lubricants	-0-	600	600	-0-	
271	Office Supplies \$100/mo. for 12 mo.	592.03	1,200	1,231	1,200	
291	Expendable Equipment	141.67	-0-	-0-	-0-	
297	Janitorial and Cleaning Supplies \$25/mo. for 12 mo.	-0-	300	190	300	
426	Sales Tax - Equipment	26.54	8	-0-	-0-	
544	Office Equipment	663.46	200	-0-	-0-	
611	General Insurance	-0-	1,300	1,226	-0-	
615	Workmens Compensation	287.41	250	806	852	
		34,529.61	96,409	92,572	112,476	



EXHIBIT A

GENERAL PROVISIONS

1. Coordination with the Community Development Department (CDD) of the City of Charlotte -
The Contractor, at such time and in such forms as CDD may require shall furnish the CDD periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract, including the expenditure of program funds from sources other than the CDD. Final organization of programs and other pertinent information will be submitted to the CDD. All information, data, reports, and records available and necessary for carrying out of coordination, evaluation, and planning shall be furnished to the CDD by the Contractor without charge; and the Contractor shall cooperate with the CDD in every way possible in the carrying out of the CDD work without undue delay.

2. Program Planning and Management - The Contractor shall exercise good program planning and management practices in performing services and providing end products required by this Contract. The Contractor shall, as a minimum, develop and maintain a work program and financial operating plan in a form suitable to the CDD. The Contractor shall provide these documents for the CDD's examination upon request.

3. Community Development Area Resident Employment - In all work made possible by or resulting from this Contract, the Contractor shall take affirmative action to ensure that residents of the Neighborhood Strategy Areas are given maximum opportunities for employment, job training, and upgrading. First priority shall be given to Neighborhood Strategy Area residents in filling all new and vacated positions. Business concerns located in or owned in substantial part by residents of the Neighborhood Strategy Area will be used to the greatest extent possible. Any waiver of this policy for specific positions requires the written approval of the CDD Director.

The Contractor shall also submit periodic reports to the CDD to completely and accurately represent his plans for and progress made in employing, training and upgrading residents of the Neighborhood Strategy Area.

4. Public Information - Any public policy announcements made concerning any program referenced herein shall require prior written approval of the CDD Director. Any publicity or other public announcements made concerning any program referenced herein shall be coordinated with the CDD and must recognize the Charlotte Community Development Department of the City of Charlotte as the sponsoring agency.
5. Contract Changes - Any deviation, deletion, or addition to the requirements and provisions set forth by this Contract, including any increase or decrease in the amount and method of Contractor compensation, must be incorporated in written amendments to this Contract. If expenses are incurred in excess of the amount allowable under this Contract, the amount of the overexpenditure must be absorbed by the Contractor.
6. Findings Confidential - All audit findings, reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without prior written approval of the Community Development Director of the City of Charlotte.
7. Termination of Contract for Cause - If, through any cause, the City of Charlotte or the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the City of Charlotte or Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, either party shall thereupon have the right to terminate this Contract by giving written notice to the other party to this contract of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City of Charlotte become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Charlotte for damages sustained by the City of Charlotte by virtue of any breach of Contract by the Contractor and the CDD may withhold any payments to the Contractor for the purpose of offsetting such costs until such time as the exact amount of damages due the City of Charlotte from the Contractor is determined.

8. Termination for Convenience of the City of Charlotte - The City of Charlotte may terminate this Contract at any time by giving at least two weeks notice in writing from the City of Charlotte to the Contractor. If the Contract is terminated by the City of Charlotte as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made. Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 7 hereof relative to termination shall apply.
9. Records and Audits - The Contractor shall in cooperation with the CDD maintain accounts and records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CDD to assure proper accounting for all project funds. These records will be made available for audit purposes to the CDD and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CDD. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
10. Limitation on Compensation for Personal Services - Compensation for personal services includes but is not limited to: wages, salaries, and supplementary compensation and benefits. Compensation for employees of the Contractor will be limited to that paid for similar work by local governmental agencies. In cases where the kinds of personal services provided have no counterpart in local governmental agencies, compensation will be limited to that paid for similar work in the labor market in which the Contractor competes for the kinds of personal service involved.



11. Subcontracts - None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CDD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
12. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CDD thereto. Provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CDD.
13. Political Activity Prohibited - None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidates for public office.
14. Lobbying Prohibited - None of the funds provided under this Contract shall be used for publicity or propoganda purposes designed to support or defeat legislation pending before the Congress.
15. Maintenance of Effort - Payment of the City shall be conditioned upon the maintenance during the period of this Agreement by the Contractor a level of aggregate expenditures programs or activities similar to those being assisted under this Contract, which is not less than the level or aggregate expenditures for such programs or activities prior to the execution of this Contract. The Contractor will promptly notify the CDD of any matters which have a material tendency to affect compliance with this requirement.
16. Compliance with Local Laws - The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the City of Charlotte not responsible with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
17. Discrimination Prohibited-
 - a. In all hiring or employment made possible by or resulting from this Contract, there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Affirmative action will be taken to ensure the applicants are employed, and that employees are treated equally during their period of employment. This requirement shall apply, but not be limited to, the following: employment, upgrading, demotion, or transfer: recruitment or recruitment

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advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. No person in the United States shall, on the grounds of sex, race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

c. The Contractor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the labor standard provisions incorporated herein.

d. The Contractor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the Agency so participating is a State or Local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under this Contract.

e. The Contractor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and that it will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

f. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Conflict of Interest

a. Interest of Members of the City of Charlotte. No member of the City of Charlotte who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

b. Interest of Other Local Public Officials. No members of the governing body of the locality in which a Community Development Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

c. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct, or indirect, in any Community Development Area or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

d. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or any benefit to arise herefrom.

19. Covenant Against Contingent Fees - The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Charlotte shall have the right to annul this Contract without liability or, at its discretion, to deduct from the compensation or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

20. Copyrights - If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but the City of Charlotte reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

21. Patents - Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City of Charlotte for

determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirements that maximum opportunity be provided for employment of and participation by residents of the area.

22. HUD Requirements - Unearned payment under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the grant to the City under the Housing and Community Development Act of 1974 is suspended or terminated.
23. Eligible Costs - All costs incurred must be reasonable and of a nature which clearly relate to the specific purposes and end product of the Contract under which the services are being performed. Care must be exercised by the Contractor in incurring costs to assure that expenditures conform to these general standards and the following criteria for eligibility of costs. To be eligible for inclusion in a program, costs must:
 - a. Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.
 - b. Not be a general expense required to carry out regular responsibilities of the Contractor's governing body.
 - c. Be in conformance with any limitations or exclusions in these instructions, Federal laws, or other governing limitations.
 - d. Be no more liberal than policies, procedures, and practices applied uniformly to both Federal assisted and other activities of the Contractor.
 - e. Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed herein.
 - f. Not be allowable to or included as a cost of any other Federally financed program in either prior or current periods.
 - g. Be net of all applicable credits such as purchase discounts, rebates, or allowances, sales or publications or materials, or other income or refunds.
 - h. Be in accordance with budgetary or other restrictions of expenses established by the Contractor.
 - i. Be fully documented.

j. In the absence of acceptable, established policies of the Contractor governing administrative practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits (health and hospitalization, retirement, etc.), vacation and sick leave privileges, and travel, the Contractor shall, in general, comply with such policies established by the City of Charlotte. Such policies and practices should take account of situations where the Contractor is a temporary, non-governmental entity composed primarily of part-time staff which may have full-time employment elsewhere. In such situations fringe benefits and other personnel policies should recognize the need of exercising prudence and economy in the use of City of Charlotte funds and should not establish long-term programs nor provide for overlapping benefits for part-time employees, even though such policies would be otherwise consistent with local policies and the criteria in this Contract.

24. Ineligible Costs - The following costs are specifically ineligible:

a. Accounting - Costs of maintaining central accounting records necessary for overall purposes such as appropriation or fund accounts by the Treasurer, Comptroller or similar officials and the cost of establishing and maintaining accounting or other information systems required for the management for each program, in excess of those costs not specifically allowed under "Cost Allocation Plan" adopted by the United States Environmental Protection Agency, June 6, 1975, and/or specified in the official Program Budget, will be considered to be an expense of the Contractor and unallowable.

b. Bad Debts - Any losses arising from uncollectable accounts and other claims, and related costs.

c. Budget - Costs of maintaining a central budget office.

d. Contingencies - Contributions to a contingency reserve or any similar provision for unforeseen events.

e. Contributions and Donations.

f. Entertainment - Costs of amusement, social activities, and incidental costs, such as meals, beverages, lodging, and gratuities, relating to entertainment.

g. Fines and Penalties - Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations.

h. Interest and other financial costs - Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operation, and legal and professional fees paid in connection therewith.

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- i. Legal Expenses - Legal services furnished by the chief legal officer of the Contractor and his staff for the purpose of discharging their general responsibilities as legal officers. Legal expenses for the prosecution of claims against the City of Charlotte or the Federal Government.
- j. Legislative Expenses - Salaries and other expenses of local governmental bodies such as school boards whether incurred for purposes of legislation or executive direction.
- k. Membership Expenses - Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.
- l. Meeting Attendance - Costs of attending meetings, which are not open for attendance on a non-segregated basis.
25. Compliance with Legislative Act - The Contractor agrees to assist the City of Charlotte in complying with the Housing and Community Development Act of 1974.
26. Restriction on Disbursements - No money under this Contract shall be disbursed by the Contractor except pursuant to a written contract which incorporates the applicable General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.
27. Labor Standards - There shall be included in all Contracts and Sub-Contracts made possible by or resulting from this Contract, with private entities the applicable labor standards provisions.
28. Property Control - In the event that property or equipment is purchased for and/or assigned to the contract program by the City of Charlotte or the Contractor uses, in whole or in part, funds provided by the contract for the purchase or construction of property or equipment, said property or equipment shall belong to the City of Charlotte and subject to the property control procedures and regulations of the City of Charlotte.

The Contractor shall have the exclusive right to the use of the aforementioned property and equipment under this and/or any subsequent but similar contractual agreement or other agreements with the City of Charlotte provided that said property and equipment either continues to be used by the Contractor for the explicit purpose for which it was purchased or assigned to the contract program or continues to be used by the Contractor to deliver services which are identical or similar to those stipulated by this contract.

Other agreements shall include, but are not limited to non-compensatory agreements pertaining only to the continued use and maintenance of said property and equipment by the Contractor to deliver services which are identical or similar to those stipulated by this contract but which are funded, in whole or in part, from another source or sources.

The Contractor shall make the aforementioned property and equipment available to the Community Development Department to be transferred to and used by other Community Development Human Resource Programs when said property and equipment is not being used by the Contractor according to the provisions stated above. The transfer of said property and equipment shall be made only if such action does not disrupt the delivery of services required by the Contractor.

Final disposition or placement of the aforementioned property and equipment, including transfer of ownership, to the Contractor or any other agency or department of the City of Charlotte in anticipation of or upon termination of the City's Community Development Program shall be consistent with applicable federal property management standards pertaining to the utilization and disposition of property acquired in whole or in part with Federal funds and shall require formal action by the City Council of the City of Charlotte.

29. Personnel -

a. Unless the Cost of certain personnel are expressly specified as an eligible expense under this Contract, the Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City of Charlotte.

b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the State and local law to perform such services.

30. Identification of Documents - All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City of Charlotte, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of City of Charlotte, day, month, year of the preparation and if pertaining to a specific Community Development Area or portion thereof, the name of that Community Development Area.

31. Audits and Inspections - At any time during normal business hours and as often as the City, HUD and/or the Comptroller General or his designee shall desire, the Contractor will make available for examination all of its records with respect to all matters covered by this Contract with the exception of records pertaining to an individual program participant which would, or may be interpreted by that individual, his parent or guardian as violating that individual's right to privacy and will permit the City of Charlotte, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
32. Research Using Community Development Area Residents - Any research effort carried out by the Contractor involving the direct or indirect participation of residents of the Community Development Areas shall require the prior written approval of the Community Development Department Director.
33. Attendance at Community Development Department Scheduled Meetings - The Contractor agrees to be adequately represented at meetings scheduled by the Community Development Department. It is the intent of this provision that the person directly responsible for the services referenced herein be personally in attendance at the aforementioned meetings.
34. Indemnification and Insurance - The Contractor shall indemnify and save harmless the City of Charlotte, its officials and employees, from all claims, loss, damage, injury, liability, cost and expenses of any kind or nature (including attorney's fees) caused by or resulting directly or indirectly from the nature of the work or services covered by this contract.

The Contractor shall maintain policies of insurance as specified below for the duration of this contract with an insurance company acceptable to the City and will furnish certificates of such insurance to the City with the provisions that the City will be given 30 days written notice of any intent to terminate such insurance either by the Contractor or the insuring company

<u>Coverage</u>	<u>Limits of Liability</u>
Auto-Bodily Injury & Property Damage Liability covering owned and non- owned autos	300,000 BI 100,000 PD
Bond-Blanket Fidelity in an amount to be determined by the City	
Comprehensive General Liability	300,000 BI 100,000 PD
Workmen's Compensation	Statutory

Additional coverages may be required to the extend deemed necessary by the City and the Contractor.

The Contractor agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the owned buildings and on personal property of the Contractor contained therein incidental to the discharge of this contract to the extent of its full insurable value; the City shall do the same with respect to its property located in or on the demised premises. Contractor and City hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the Contractor's premises, or property in or on the Contractor's premises.

35. The Contractor shall be required to maintain a financial management system which complies with Attachment G of OMB Circular No. A-102, "Standards For Grantee Financial Management Systems," and OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments."

COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT PROGRAM EVALUATION REPORT

NAME OF PROGRAM: REHABILITATION, MANAGEMENT AND SALES PROGRAM
PERIOD COVERED: October 1, 1981 - July 30, 1982
DATE PREPARED: August 4, 1982
CONTRACTOR: Cherry Community Organization, Inc.

I. SUMMARY:

- Contract was approved by City Council on September 1, 1981 for \$96,409 and amended on January 25, 1982.
- During the ten months covered by this evaluation, rehabilitation has been completed on 15 units (8 structures); major repair has been completed on 31 units and is underway on 8 additional units, which will be completed by the end of August.
- Program costs to date are \$68,562.01 or 71% of the total budget. (The expected spend rate at this point in the contract period would be 83%. The lower actual rate is due to staff vacancies which existed during the year.)

II. MAJOR FINDINGS:

1. The program met 6 of its 9 objectives. The objectives not met are as follows:

Objective No. 1: Completion of major repair on 53 units. While this objective was not met, several factors should be noted. The plan for the City-owned properties in the Cherry NSA was redesigned in August 1981 as a 3-year Plan. Because progress had been so slow in Cherry up to that time, HUD requested that the plan be completed in 2-years. This was the reason for the contract amendment in January of this year - to change the objective for major repair of units from 32 to 53. It was recognized by all staff involved that this workload would be difficult to achieve. The fact that 74% of these units will be completed by the end of August (with the possibility of 96% by the end of September), in addition to total rehabilitation of 15 units (8 structures), is an outstanding achievement. Last year's total production was 9 units (3 structures).

Another constraint under which these units were major repaired was the fact that 74% were repaired while tenants still occupied the units. While this approach is desirable in that tenants do not have to be relocated, it has the disadvantage of slowing down construction.

Objective No. 5: Completion of rehab loan application 40 work days prior to the anticipated date for beginning rehabilitation. Two loan applications were not made on schedule; this will delay completion of these two units until the next contract year. Failure to make a rehab loan application when needed appears to be due to a breakdown in communication between the Community Development Department and the CCO.

Objective No. 6: Rental of vacant units within 15 days following completion of major repair. This was the first year that the CCO has rented units using Section 8 Moderate Rehabilitation rental assistance. There were, therefore, new procedures and unfamiliar paperwork that the CCO was involved with for the first time. Additional technical assistance from the Community Development Department could have facilitated this process. However, while the process was somewhat slow, the use of Section 8 certificates benefited not only Cherry residents, but also some relocatees. Since these procedures have now been worked out, the process should work more smoothly and more quickly in the future.

2. The total of 68 units were to be completed under various program approaches. Of these, 46 units (68%) have been completed and 8 additional units (12%) are underway and scheduled for completion by August 30. (See Table 2 for further details.)
3. The CCO is repaying all City loans at the established rate, and at a rate consistent with the projections in the Two-Year Plan. (See Objective No. 8 for further information.)
4. Between October 1, 1981 and July 30, 1982, the CCO collected a total of \$35,074.16 on 42 CCO-owned units and \$64,694.98 on 93 City-owned units. Under a separate Management Agreement between the CCO and the City, CCO is paid 10% of the rental funds they collect on City-owned properties for the management of those units.
5. The cash flow problem that existed in FY80 was resolved in FY81 and has not recurred. At the end of July 1982, the CCO had a bank balance of \$3,276.44 and an estimated \$6,400 in money market certificates which is set aside for future repairs on CCO-owned units. The delay in the start-up of Section 8 rent supplements caused some cash flow problems during the last quarter, and the CCO had to use about \$2,000 of their money market certificates in order to make loan payments on these properties until Section 8 payments began. This problem has now been resolved.

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6. Ten households to be displaced from the public housing sites in Cherry were relocated into units which were major repaired or rehabilitated this year. A good cooperative relationship has been developed between the CCO, the rehabilitation staff, and the relocation staff. The major repair schedule for this year was modified somewhat in order to repair six vacant units for relocatees who needed to move prior to July 15, 1982.

III. ACHIEVEMENT OF OBJECTIVES:

1. The Contractor will major repair not less than 53 units in the blocks and parcels listed in the amended Appendix A. These properties will be repaid within the cost estimates provided by the Community Development Construction Advisor for City-owned properties in Cherry listed in the amended Appendix B. The work will be performed in accordance with the Work Schedule attached as amended Appendix C.

As of August 2, 1982, major repair of 31 units (24 structures) had been completed (58% of objective) and had begun on an additional 8 units (6 structures). Those currently underway will be completed by the end of August, bringing the program to 74% of the objective. By the end of September, it is anticipated that 51 units (38 structures) will have been completed (96% of objective). The two units that are not anticipated to be completed are two single-family structures on which the CCO elected to make rehabilitation loans for sale to residents. The CCO has not yet made loan applications on these structures; and since loan approval requires about 40 work days, construction cannot begin until after the new contract year begins. (See Objective No. 5.)

2. The Contractor will complete rehabilitation of the 14 units (7 structures) for which rehabilitation loans were approved under the previous contract period.

The rehabilitation of these 14 units (7 structures) was completed on March 3, 1982.

These units were originally scheduled for rehabilitation during the previous contract period, but many problems were experienced in getting plans for this block and parcel off the ground. A brief history on these units is as follows: This block and parcel was transferred to the CCO on February 4, 1980. Rehab loan applications were made on 17 units (10 structures) on this block and parcel on December 20, 1980. Rehabilitation was scheduled to be completed by May 1, 1981. The CCO requested a two-month extension to July 1, 1981 because of problems in subdividing the lots on which the structures are located. Through June, 1981, these rehab loans were disapproved because the projected rental rates were not adequate to cover the monthly mortgage payments and operating expenses. The problem was that the necessary rental rates would more than double the rent currently paid by the occupants of those units. In May, 1981, Community Development asked HUD for special permission to use Section 8 Moderate Rehabilitation certificates in Cherry, which is an impacted area normally

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ineligible for these certificates, explaining the program in Cherry and the need for the certificates. Permission was obtained and final loan details were worked out on June 23, 1981. The loan was approved on June 30, 1981. The funds were reserved and the drawdown process begun. On August 25, 1981, construction on the first unit began. Construction was completed on six units in December, four more in January, two in February, and the last two on March 2, 1982. A total of 62 weeks or 14 months from the first rehab loan application to completion of construction. As can be seen in Objective No. 3, this process is now working much better.

3. The Contractor will initiate a loan application for 1 single-family structure located at 335 South Torrence Street (which is already owned by CCO) and complete rehabilitation of this unit during this contract period.

The rehab loan for this unit was approved on March 31, 1982. Construction began April 6, 1982 and was completed on July 7, 1982. The total time from loan approval to work completion was just over three months. This unit is now being marketed for sale.

4. The Contractor will notify the Land Supervisor and the Program Monitor of the Community Development Department of the City of Charlotte of which parcels the Contractor desires to acquire not less than forty (40) work days prior to the desired acquisition date. Any rehabilitation needed on properties transferred to the CCO will be initiated within twenty (20) days following acquisition.

This objective is being met.

5. The Contractor shall make application for Rehabilitation loans from the Community Development Department not less than forty (40) work days prior to the date that the Contractor anticipates beginning rehabilitation of the units to be rehabilitated utilizing such funds. This number of days should be sufficient to cover normal loan procedures with a non-profit sponsor, which include appraisal of the property, title search, credit determinations, preparation of work write-up and cost estimates, bidding procedures and approval by City Council.

The Contractor will ensure that rehabilitation of such units will begin within 10 work days following issuance of a proceed order.

This objective was not met. Loan applications on two units should have been made in April to begin construction in June. As of this date, loan applications have still not been made for the units on blocks and parcels 26-59.14 and 25-14.

6. Rental units will be rented within 15 work days following the completion of rehabilitation of each structure. Sales units will be sold or listed for sale to owner/occupants in accordance with the Cherry Community Development Plan



within 15 work days following the rehabilitation of each structure.

Only 11 of the units which were major repaired or rehabilitated. All units remained vacant for more than 15 days because of the Section 8 process and the fact that 10 of the 11 units were rented to relocatees. This was the first year that the CCO has rented units under the Section 8 program; therefore, many new procedures had to be learned and worked through. Ten of the households which were to be relocated from the public housing sites in Cherry were relocated into these units.

7. The Contractor will ensure that the vacancy rate of units does not exceed 18% and that the delinquency rate of rental payments does not exceed 10%.

The vacancy rate of rentable units (excluding boarded-up units) was 5% for CCO-owned properties and 0% for City-owned properties.

The delinquency rate for CCO-owned units was 5% and for City-owned units was 8%. There were only 3 evictions for non-payment of rent: 1 from a CCO-owned unit and 2 from City-owned units.

Thus, this objective was achieved.

8. The Contractor will repay the loan from the City of Charlotte at a rate to be established in the deeds of trust and land sales contracts conveying property to the Contractor.

This objective is being met. The CCO has repaid the City \$54,441.43 from the first contract year through July 30, 1982, \$31,317.54 of this amount was repaid between October 1, 1981 and July 30, 1982.

9. The CONTRACTOR will provide a detailed PROGRESS REPORT on the 8th of each month but no later than ten (10) work days after the end of each reporting period and a final report within ten (10) days after the expiration date of this contract.

This objective was met.



TABLE 1
UNITS COMPLETED

<u>Program Approach</u>	<u>Block & Parcel</u>	<u>No. of Units Completed</u>		<u>No. Started</u>
		<u>Objective</u>	<u>Actual</u>	
Major Repair under City ownership; transfer to CCO at original purchase price.	26-34	10	2	2
	13-2	8	2	0
	14-2	4	0	4
		<u>22</u>	<u>4</u>	<u>6</u>
Major Repair under City ownership; transfer to CCO at actual cost (purchase price plus repairs; obtain Sec. 8 Mod. Rehab. Certificates.	10-4	4	4	-
	5-13	4	4	-
	2-2	7	7	-
	20-1	14	12	2
		<u>29</u>	<u>27</u>	<u>2</u>
Rehabilitate under CD Rehab Loan Program.	335 S. Torrence	1	1	-
	26-59.14*	1	0	0
	25-14*	1	0	0
		<u>3</u>	<u>1</u>	<u>0</u>
Rehabilitate under CD Rehab Loan Program; loans approved and rehab started under previous contract.	14-1	14	14	-
		<u>14</u>	<u>14</u>	<u>-</u>
Totals		68	46	8
Percentages			68%	12%

* These units were originally designated for major repair; however, these units were selected early this contract year for major repair through the use of rehab loans so that these single family units can be sold to residents.



158 #0 6(b)

Request for Council Action

Charlotte

To the City Council
From the City Manager

Action Requested Request City Council at its September 13, 1982, meeting consider an offer from Motion, Inc., to provide new and rehabilitated housing units in response to our housing needs for relocatees.

Responsible Department Community Development

This request should be organized according to the following categories: Background, Explanation of Request, Source of Funding, Clearances, Bibliography

Background: The City of Charlotte owns six (6) residential structures suitable for rehabilitation and 30 in-fill single family lots suitable for new construction housing. In order to utilize these and possibly similar resources to help meet the needs of our relocatees, we submit for your consideration a "Scope of Services" contract provision provided by Motion, Inc., noted under the "Explanation of Request" below.

Beginning with fiscal year 1976 (July 1, 1975), the City of Charlotte has contracted with Motion, Inc., to provide services in the development, management and sale of new and rehabilitated housing units for low and moderate income families as a part of its Community Development and housing commitment. Through July 30, 1982, the administrative cost to the City and the services provided under five (5) performance contracts and four (4) extensions are as follows:

Dates of Contracts	Contract Amount	No. of Units Scheduled for Rehab or New Construction
7/1/75 - 8/30/77	\$ 264,000	159
9/1/77 - 2/26/78 (Ext.)	66,000	10
2/28/78 - 2/27/79	100,000	24
2/28/79 - 2/27/80	200,000	18
2/28/80 - 6/30/80 (Ext.)	41,700	8
7/1/80 - 7/14/80 (Ext.)	7,000	0
7/15/80 - 6/30/81	192,000	21
7/1/81 - 11/30/81 (Ext.)	35,000	22
12/1/81 - 7/30/82 (8 mo.)	110,514	8
	<u>\$1,016,214</u>	<u>270</u>
8/1/82 - 11/30/82 (4 mos.)	87,486	67*
Sub-totals	<u>\$1,103,700</u>	<u>337</u>
Motion's Contract Request	203,375	138
Totals	<u>\$1,307,075</u>	<u>475</u>

(*Includes beginning new construction on two (2) multi-family projects involving 60 units.)



For Office Use Only

Date Submitted August 25, 1982

Agenda Date Requested September 13, 1982

Consequences if Agenda Date is Delayed or Action is Deferred Delay or loss of housing resources.

Contact Person for Questions
from the City Manager's Office J. W. Walton

Authorized by


Department Head

Approved by

Assistant City Manager

List Attachments



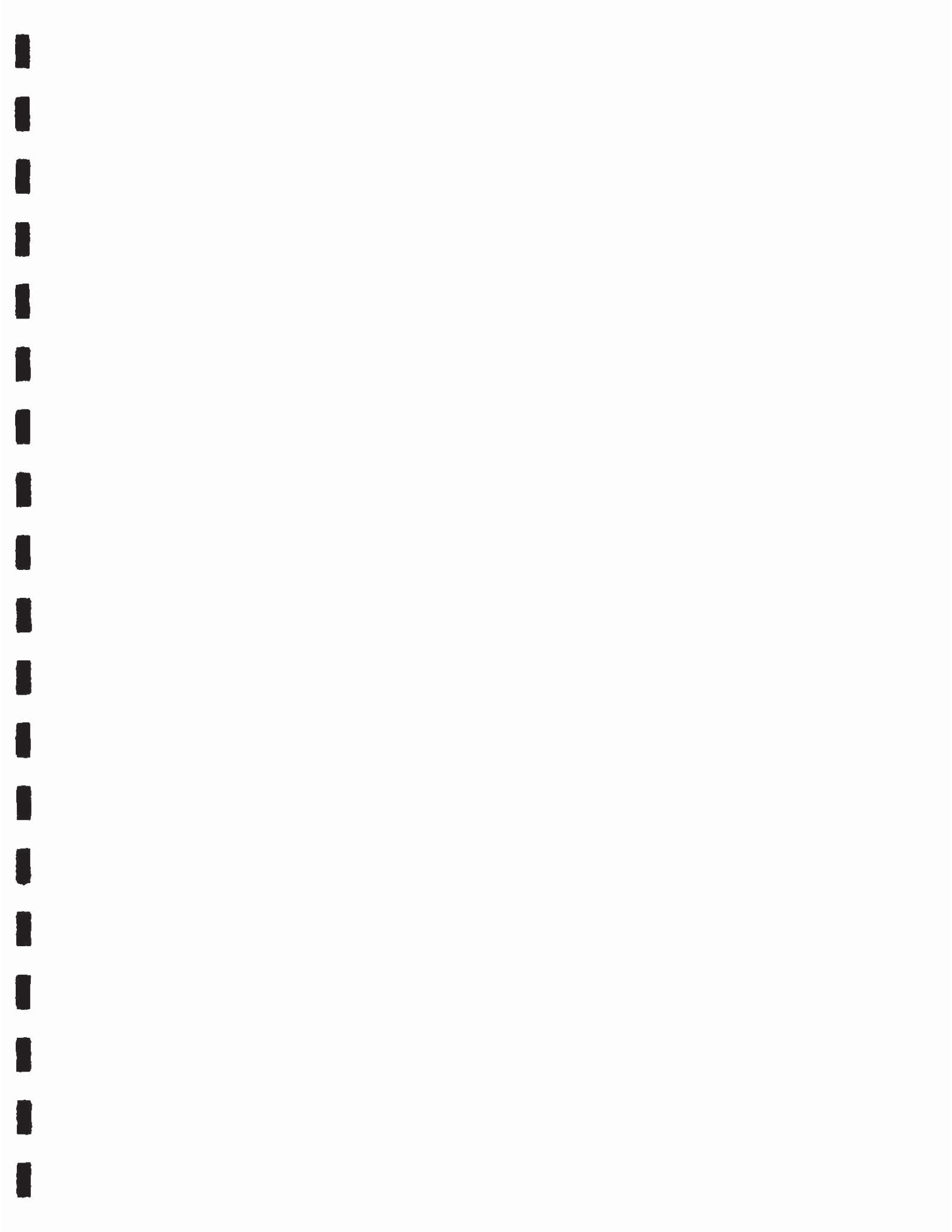
Explanation of Request: Motion, Inc., offers as a "Scope of Services" in a performance contract to provide the following:

1. Acquire and rehabilitate
 - a. Six (6) City-owned residential units
 - b. Ten (10) privately owned residential units
 - c. A 47-unit privately owned apartment complex financed through the N. C. Housing Finance Agency
2. Provide new construction housing
 - a. Build 15 single family units on in-fill lots acquired from the City with financing through the N. C. Housing Finance Agency
 - b. In cooperation with the Westminster Company, complete the construction and occupancy at the Grier Park and Victoria Townhouse Section 8 Projects comprising 60 housing units

Source of Funds: Motion's request would require General Revenue Sharing (GRS) for administration in the amount of \$203,375 and for housing acquisition and rehabilitation in the amount of \$800,000 or a grand total of \$1,003,375.

Clearance: Action by Mayor and City Council.

Bibliography: Copies of the proposed contract with Motion, Inc., and the evaluation of its current contract are on file with the Community Development Department.



CONTRACT FOR TECHNICAL OR
PROFESSIONAL SERVICES ("CONTRACT")

PART I - STATEMENT OF PURPOSE

THIS AGREEMENT, entered into this 1st day of December, 1982, by and between the CITY OF CHARLOTTE, North Carolina (hereinafter called the "City of Charlotte" or City") and MOTION, INC., a North Carolina nonprofit corporation with its principal office in Charlotte, North Carolina (hereinafter called the "Contractor").

W I T N E S S E T H T H A T :

WHEREAS, the City of Charlotte has received General Revenue Sharing Entitlement Funds from the United States Department of Treasury pursuant to the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended by the State and Local Fiscal Assistance Amendments of 1976 (Public Law 94-488); and

WHEREAS, the cooperation of the City of Charlotte and the Contractor are essential for the successful planning and use of General Revenue Sharing Entitlement payments; and

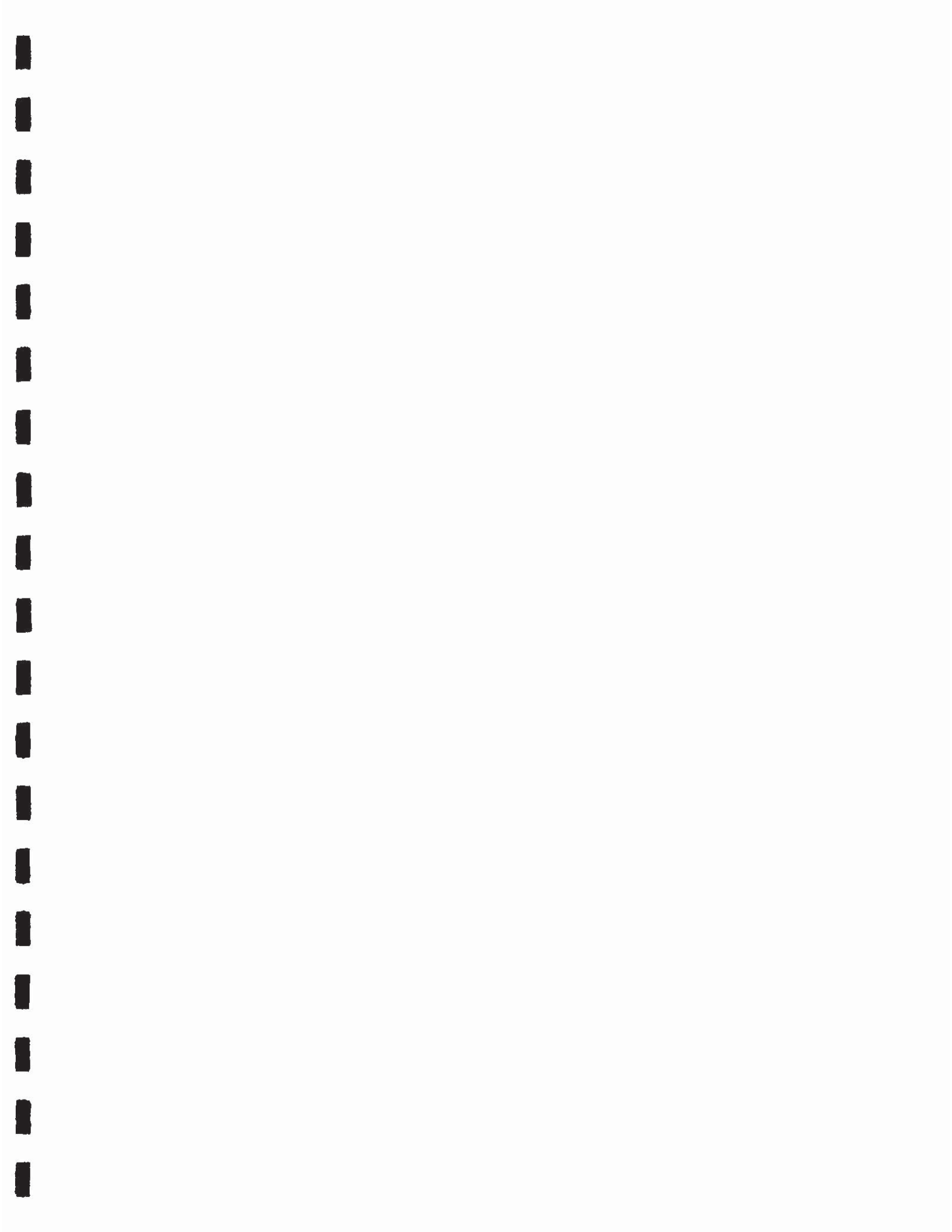
WHEREAS, it is the desire of the parties that the Contractor engage in certain planning and execution of activities directly related to the current Housing Assistance Plan for the City of Charlotte.

NOW, THEREFORE, the parties hereto do mutually agree to the requirements and provisions of this Contract as follows:

PART II - SCOPE OF SERVICES

1. Rehabilitation

- a. The Contractor shall acquire a total of sixteen (16) dwelling units from the City and private sources as shown on Exhibit A attached hereto (either single family or multi-family) for



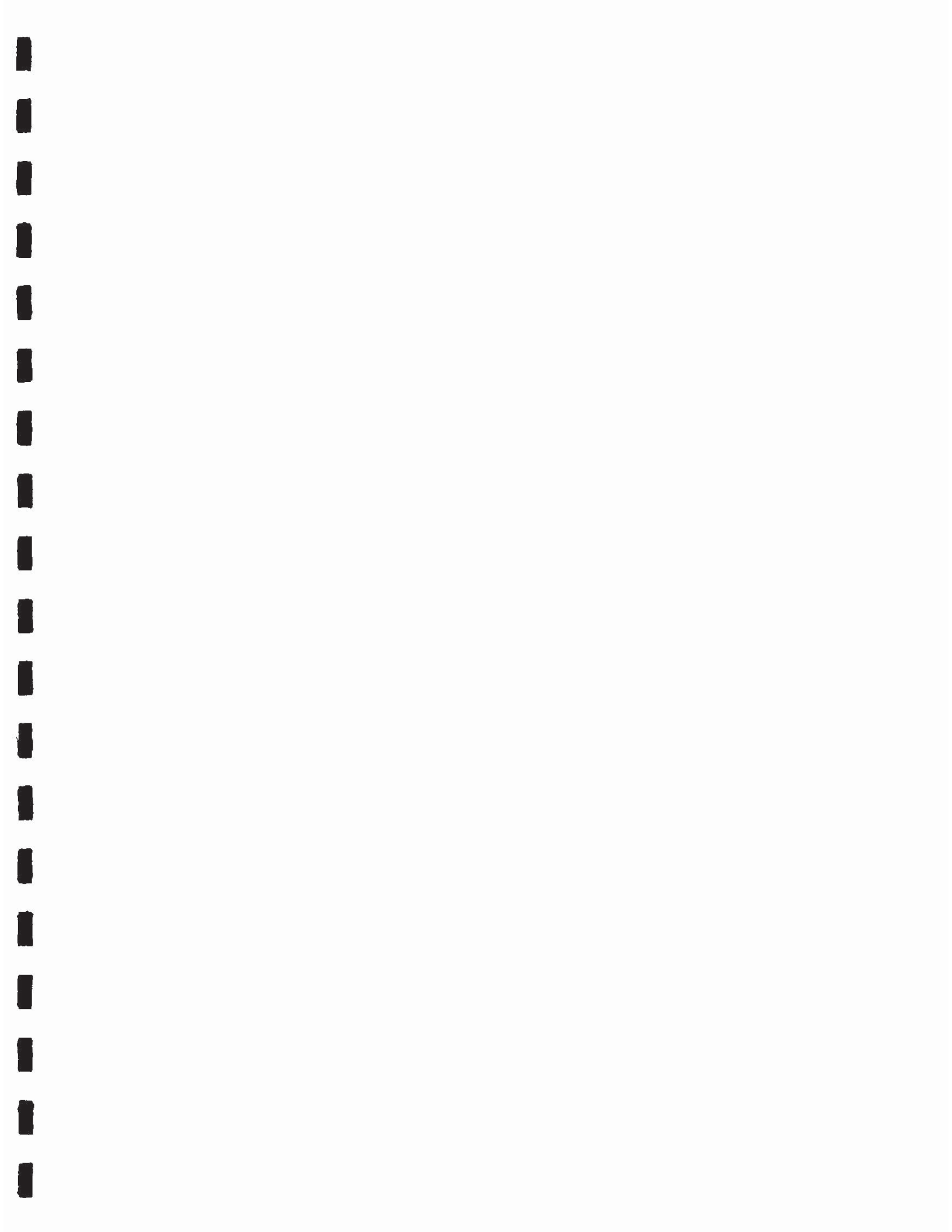
rehabilitation and resale or lease with priority given to displacees identified by the City's Community Development Department. The City, through its Community Development Department, shall make acquisition, "early start" and rehabilitation loans to the Contractor from City resources including General Revenue Sharing and Community Development Block Grant funds. In addition, the City of Charlotte will provide permanent financing for the units from City of Charlotte resources and will at the time or times of acquisition of the units, commit in writing to Contractor to make said rehabilitation and permanent financing. Prior to the acquisition of each unit or group of units, the Contractor shall:

- (1) Request preliminary approval (a) to negotiate a sale for the property and (b) to secure a permanent rehabilitation and refinancing loan;
 - (2) Request approval of a temporary early start construction loan as necessary; and
 - (3) Develop and submit to the Contract Monitor staff person for Community Development (hereinafter called C/D Monitor) a PERT chart for the acquisition, rehabilitation and sale of each structure.
- b. Due to the rapidly changing real estate market, the Contractor may substitute properties for those listed on Exhibit A for acquisition from the private market with prior approval from the City to assure meeting the needs of displacees.
 - c. The Contractor shall provide documented evidence of their opportunity to acquire the ten (10) privately owned housing units referred to in sub-parts a. and b. and as listed on Exhibit A before the execution of this contract.
 - d. Prior to completion of rehabilitation, the Contractor shall identify potential purchasers or lessees for each

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structure and arrange for the sale or lease of each structure by, when necessary, having the purchaser or purchasers assume the existing mortgage or having the lessee or lessees enter into a lease for a term of at least one year. The City of Charlotte will structure the permanent financing on the units so that the same is freely assumable by potential purchasers. In selecting purchasers and lessees, priority will be given, where possible, to relocatees.

- e. If the Contractor is unable to sell a salable structure sixty (60) days after rehabilitation is complete, the City of Charlotte will enter into a Repurchase Agreement with Contractor for said unit or units upon a written request to reacquire by Contractor.
- f. Contractor shall substantially complete the rehabilitation of each structure within one hundred twenty (120) days from the date of acquisition of the same from the City of Charlotte.
- g. The Contractor shall initiate activity leading to the acquisition and rehabilitation of the forty-seven (47) unit Dundeen Court Apartments. Permanent and construction financing for this project will be provided by the Contractor through arrangement through the North Carolina Housing Finance Agency's bond sales (September 1982) program. City displacees will have first priority for the occupancy of all vacant units. The Contractor shall provide evidence of financing for the Dundeen Court project prior to the execution of this contract.
- h. Rehabilitation performance shall be monitored on a monthly basis by the Contractor and Community Development pursuant to the performance standards set out on Exhibit B hereof ("Performance Standards"). Substantial nonperformance by Contractor of said standards where the non-performance is solely due to the fault of Contractor,



shall result in the reduction of or termination of conveyance of units or an amended "Scope of Services" for the Contractor.

2. New Construction

a. The Contractor shall continue to work closely with its developer/venturer, the Westminster Company, in the securing of permanent financing and sites, and in the construction of the 50 unit Section 8 multi-family project planned for Grier Heights and the 10 unit multi-family project planned for Third Ward as approved by HUD in response to FY 1980 and FY 1981 Notifications of Fund Availability (NOFA).

(1) The Contractor shall develop and submit to the Contract C/D Monitor a PERT chart for the construction and occupancy of the two (2) projects.

b. The Contractor shall arrange to acquire from the City of Charlotte fifteen (15) vacant lots identified on Exhibit B for the construction of fifteen (15) single-family detached housing units for sale with first priority given to relocatees. Permanent and construction financing for this project shall be provided by the Contractor through arrangements with the North Carolina Housing Finance Agency. The Contractor shall provide documented evidence of their financing for these units prior to the execution of this contract.

3. Management and Administrative Responsibilities

a. A copy of the Contractor's corporate charter and Bylaws, as the same have been amended from time to time, shall be attached to and made a part of this Contract as Exhibits C and D, respectively.

b. At the City of Charlotte's option and prior to the execution of this Contract or thereafter (during business hours and in a manner which does not adversely affect the business operation of Contractor), the Contractor shall submit its books and records to an independent audit at the City's expense. It is

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understood and agreed that the City of Charlotte shall not audit Contractor more than once annually. The Contractor shall on a monthly basis throughout the term of the Contract provide the City of Charlotte with a report on the form attached as Exhibit E in order that the City may have data to evaluate the program described in the Contract.

- c. The Contractor shall provide all Administrative and supervisory services and coordinate planning, implementation and budget control for the program described in this Contract.
- d. The Contractor shall exercise appropriate monitoring and control procedures with regard to its responsibilities under this Contract, for the purpose of insuring that provisions of this Contract are properly and adequately fulfilled. The Contractor shall notify the C/D Monitor in the event that the Contractor is unable to provide services in such sequence and in such manner as to fulfill its obligations under this Contract; this notification shall include a written request for contract renegotiations, which shall specify the problem or problems encountered. The City of Charlotte shall conduct renegotiations for the purpose of determining what, if any, modifications to the program can be made to facilitate the Contractor's ability to provide services as required by this Contract.
- e. The Contractor shall submit to C/D a schedule of regular meetings of its Board of Directors to be held during the term of this Contract, and shall notify the C/D in advance of any change or rescheduling of the Board meetings.
- f. The Contractor shall retain qualified personnel, either as paid staff or as volunteers, to perform the services required by this Contract.
- g. The Contractor shall request approval of a change order before making any changes in a work write-up on a

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structure being rehabilitated.

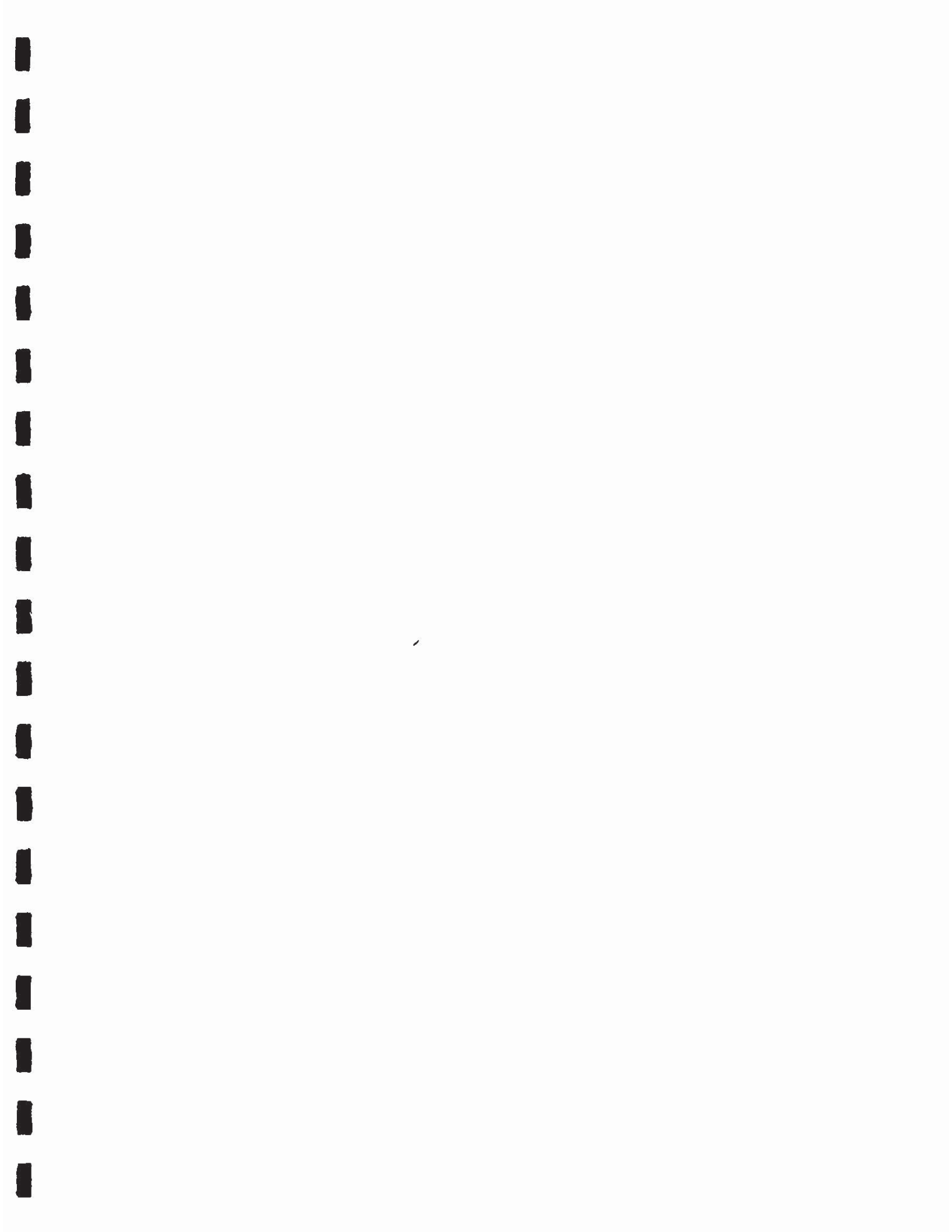
- h. The programs described in this Contract, where applicable, shall be closely coordinated with the United States Department of Housing and Urban Development, the Housing Authority of the City of Charlotte, and the City's C/D Director.
- 1. Non-reconcilable disputes between Contractor and the City of Charlotte relating to Contract performance (except architectural, building and construction matters) shall be resolved by the C/D Director and the Executive Vice President of Contractor. If such issue, or issues, still are irreconcilable, the same shall be referred to the City Manager, and if necessary, the C/D Committee of the City Council of Charlotte.
- j. Questions and disputes of a technical nature regarding building and construction standards and matters (such as rehab costs, work write-up language and substantial completion) shall be resolved by a third party architect retained by the City and Contractor. These architectural services shall be included in the construction costs.
- k. PERT charts for the housing activity referenced in subsections 1.a. (2), 1.g., 2.a.(1) and 2.b. shall be forwarded to the monitor within 30 days.

4. Additional Services

- a. Contractor will provide the City with consulting services necessary to aide the City in carrying out its comprehensive Community Development plan.

PART III - SCHEDULE OF PERFORMANCE

- 1. This Contract shall begin on December 1, 1982, and shall end one year after that date on November 30, 1983. The Contractor shall undertake its obligations herein in such sequence and in such manner as to maximize the Contractor's opportunity for success, in light of the purposes of this Contract and the City of Charlotte Comprehensive Community Development Program. Should the Contractor materially



default in its performance hereunder and the same shall not be cured after thirty (30) days written notice thereof (provided that said cure shall require more than thirty (30) days, City shall not hold Contractor in default if Contractor diligently continues to pursue said cure after thirty (30) days), then in that event the City may after sixty (60) days written notice terminate this Contract. In the event of such a termination of this Contract, the City of Charlotte shall be liable for only such expenses as were necessary in order to permit the operation of this Contract from execution to termination date.

2. Progress reports and reports of program expenditures will be properly submitted by the Contractor to the C/D Monitor within the specified reporting period.
3. The Contractor's Director shall meet regularly with the C/D Monitor to discuss work activities and to inform the C/D Monitor of the progress and the problems encountered in meeting the obligations encompassed by this Contract.
4. The Contractor shall provide a monthly progress report to C/D Monitor on the form shown on Exhibit F. The monthly report shall be submitted not later than five (5) working days after the first of each month. A final progress report, and a copy of the most recent independent audit, shall be submitted by the Contractor to the C/D Monitor within ten (10) working days after the expiration date of this Contract (or any extension thereof).

PART IV - COMPENSATION AND METHOD OF PAYMENT

The City of Charlotte agrees to reimburse the Contractor the total sum not to exceed \$203,375 for the performance of this Contract as outlined in PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE. A detailed line item budget reflecting the total dollar amount of this Contract is attached hereto as Exhibit H. This budget will be used as a guide for expenditures and reimbursements. A copy of the budget will be delivered to the Contractor prior to the execution date of this Contract and the official copy of the said budget will remain on file in the Community Development Director's

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office of the City of Charlotte. Both parties further agree that the budget may only be modified by mutual agreement between the Contractor and the City of Charlotte, which shall include approval of said modification by the Office of Budget and Evaluation of the City of Charlotte. Any such agreement to modify the budget will be represented by formal written documentation signed by a duly authorized representative of the Contractor and the C/D Director.

The Contractor will be paid through Disbursement Voucher Requests with said forms supplied to the Contractor by the Community Development Director of the City of Charlotte. Each Voucher Request shall be accompanied by the proper invoices and receipts and/or by a Statement of Expenditures incurred and certified by the Contractor's Chief Executive Officer.

It is expressly understood and agreed that the Contractor will be reimbursed only in the amount of those expenditures actually incurred in providing the services required by this Contract and that in no event will the total reimbursement to be paid hereunder exceed the maximum sum of \$203,375 for all the services required.

It is understood that the accounting and fiscal management procedures applicable to this Contract shall be prescribed by the Director of Finance of the City of Charlotte.

PART V - NONDISCRIMINATION

No person in the United States shall, on the ground of race, color, national origin, sex, age, handicap or religion be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity funded in whole or in part with entitlement funds made available pursuant to the Contract as provided in Section 112 of the State and Local Fiscal Assistance Act of 1972 as amended in 1976.

The nondiscrimination provisions of this Contract and the State and Local Fiscal Assistance Act apply equally to third party contractors and subcontractors engaged by Contractor pursuant to the performance of this Contract. It shall be the obligation of Contractor to exercise its best efforts to insure the compliance of third party contractors, subcontractors, and other involved parties.

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Contractor (in those instances where the decision is solely its), in determining the site of location of facilities, may not make selections of such sites or locations which have the reasonably material chance of excluding individuals from, denying them the benefits of, or subjecting them to discrimination on the grounds of race, color, national origins, age, sex, handicap or religion from the benefits of any activity or program.

PART VI - WAGE RATES AND LABOR STANDARDS

The provisions of the Davis-Bacon Act shall apply to any and all construction contracts where 25% or more of the project costs are paid from funds provided by this Contract. In situations where the Davis-Bacon standards are clearly applicable, it shall be the obligation of Contractor to exercise its best efforts to insure that laborers and mechanics employed by third party contractors or subcontractors will be paid wages at rates not less than those prevailing on similar construction in the Charlotte-Mecklenburg areas as determined by the Secretary of Labor in accordance with the Davis-Bacon Act.

In situations where the Davis-Bacon standards are clearly applicable, Contractor must file with the Operations Director a Standard Form 308 (U. S. Department of Labor) requesting a wage determination for each intended project at least forty-five (45) days before the invitation for bids, and must ascertain that the wage determination issued and the contract clauses required by 29 C FR 5a.3 are incorporated in the Contract specifications. Contractor must also use its best efforts to reasonably satisfy itself that the successful bidder has been made aware of his labor standards responsibilities under the Davis-Bacon Act.

PART VII - TERMS AND CONDITIONS

1. Contractor agrees that its staff shall immediately terminate any relationship or interest they may individually presently have with any person, firm or organization engaged in either the real estate or construction business (it being understood that Contractor as an entity may have such relationships in the furtherance of the objects of this Contract) if the same constitutes a legal conflict of interest. Contractor shall not assign, transfer, pledge or in any other manner alienate any of its rights or obligations established by this



Contract, without the prior, written consent of the City of Charlotte (which consent shall not be unreasonably withheld).

2. Failure of the City of Charlotte to exercise or enforce any right that it has under this Contract shall not be deemed a waiver of its prerogative to exercise or enforce such right in the future.
3. Contractor shall require its subcontractors under this Contract to hold Contractor and the City of Charlotte harmless from all liability and claims of liability arising from the subcontractors' negligence or alleged negligence in performing services contemplated by the Contract. Such hold harmless agreement shall obligate the subcontractors to defend any lawsuit or other claim advanced against Contractor or the City of Charlotte and arising from the subcontractors' negligence or alleged negligence. In furtherance of its obligations under this section, Contractor where feasible shall require its subcontractors to obtain liability insurance in amounts to be set by the Contractor in reasonable reliance on the nature and quantity of work to be performed.
4. Should Contractor be delayed in the performance of any of its duties or responsibilities under this Contract by an act of God, storm, strike, warfare, warranty of labor and or materials or any other act beyond the reasonable control of Contractor, then in that event, the time for performance shall automatically be extended by a period of time reflective of such act.
5. It is understood by both parties that the effective date of this Contract shall not be valid until such time as the City Council of the City of Charlotte formally approves this Contract for execution.
6. This CONTRACT is subject to and incorporates all provisions specified in Exhibit G, General Provisions, attached hereto and made a part hereof by this reference.

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IN WITNESS WHEREOF, the City and the Contractor have entered into this Contract as of the date first above written.

ATTEST:
(SEAL)

CITY OF CHARLOTTE, NORTH CAROLINA

City Clerk

BY: _____
Mayor
("CITY")

ATTEST:
(SEAL)

MOTION, INC.

Secretary

President
("CONTRACTOR")

Approved as to form:

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EXHIBIT A

STRUCTURES FOR REHABILITATION

<u>BLOCK & PARCELS</u>	<u>ADDRESSES</u>	<u>UNITS</u>
<u>FIVE POINTS</u>		
36-1	300 Dixon Street	1
36-1	304 Dixon Street	1
36-1	306 Dixon Street	1
33-15	209-11 Solomon Street	2
33-14	215 Solomon Street	1
<u>PRIVATE SOURCES</u>		
15-1	200 South Irwin Ave.	4
5-11	117 South Irwin Ave.	2
5-6	110 Sycamore Ave.	2
5-4	120-122 Sycamore Ave.	2
62-1, 38, 62	2740, 2700, 2721 Pitts Dr. Dundeen Court	<u>47</u>
	TOTAL UNITS	63

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EXHIBIT B

IN-FILL LOTS FOR SINGLE FAMILY
NEW CONSTRUCTION

<u>LOTS</u>		<u>UNITS</u>
3	2912 Dunn Avenue	3
3	2920 Dunn Avenue	3
1	201 Skyland Avenue	1
1	209 Skyland Avenue	1
1	3117 Drenan Street	1
2	3507 Ellington Street	1
3	3509 Ellington Street	2
	245 Victoria Avenue	<u>3</u>
	Sub-totals Units	15
	<u>MULTI-FAMILY HOUSING NEW CONSTRUCTION</u>	
	Grier Park Apartments	50
	Victoria Townhouses	<u>10</u>
	Total Units	75



SUMMARY OF BUDGET REQUESTS

1 FUND 2010 Capital Improve.	2. PROGRAM MOTION, INC.	3 ACCOUNT 377.28	4 DEPARTMENT AND ACTIVITY Community Development
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EXPENDITURES

CHARACTER CLASSIFICATION	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST — NEXT YEAR		
				d TO CONTINUE PROGRAM	e PROGRAM CHANGES	f TOTAL
PERSONAL SERVICES	191,499	135,260	133,760	143,045		143,045
CONTRACTUAL SERVICES	58,176	56,450	52,300	53,370		53,370
COMMODITIES	3,896	5,562	5,562	6,960		6,960
CAPITAL OUTLAY	-0-	728	528	-0-		-0-
LESS DEPT'L CHARGES						
TOTAL Budget 200,000	253,571	198,000	192,150	203,375		203,375

PERSONNEL

POSITIONS	a. ACTUAL LAST YEAR	b. AUTHORIZED THIS YEAR	c. ACTUAL THIS YEAR	REQUEST — NEXT YEAR		
				d CONTINUE	e CHANGES	f TOTAL
FULL TIME		4	4	4		4
TEMPORARY		1	1	1		1

SELECTED WORKLOAD INDICATORS

INDICATORS	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST — NEXT YEAR		
				d CONTINUE	e CHANGES	f TOTAL

PROGRAM INFORMATION

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City of Charlotte, N C.

OBJECT DETAIL— CURRENT Check
CHANGE One

1 FUND 2010 Capital Improvement	2 PROGRAM MOTION, INC.	3 ACCOUNT 377.28	4 DEPARTMENT AND ACTIVITY Community Development			
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	10 REQUEST NEXT YR	
		7/14/80- 11/30/81	12/1/81- 11/30/82		12/1/82 - 11/30/83	
011	Salaries & Wages - Regular 1 - Executive Director @\$3,237.50/ mo. x 12 mos. = \$38,850 1 - Asst. Director/Comptroller @ \$2,493.75/mo. x 12 mos = \$29,925 1 - Director of Construction @ \$2,187.50/mo. x 12 mos. = \$26,250 1 - Administrative Assistant @ \$1,487.50/mo. x 12 mos. = \$17,850	153,097	106,600	106,600	112,875	
013	Salaries & Wages - Temporary 1 - Temporary for 4/wks @ \$300/wk.	3,911	1,000	800	1,200	
084	Unemployment Taxes 2.2% x \$30,000	968	660	660	660	
085	Social Security Taxes 6.7% x \$109,100	9,360	6,900	6,900	7,310	
086	Employees Insurance Premium \$800/mo x 12 mos.	10,814	10,800	9,500	9,600	
087	Employees Pension \$950/mo x 12 mos.	13,349	9,300	9,300	11,400	
111	Telephone 3 pagers@ \$75/mo x 12 mos. =\$ 900 Service \$60/mox12 mos. = 720 Telephone \$365/mo x 12 mos.=\$4,380	6,871	5,060	5,060	6,000	
113	Postage \$30/mo x 12 mos.	518	660	360	360	
131	Printing & Publication Pictures, Brochures, Newsletters, etc.	1,760	1,350	1,000	1,000	
141	Rental of Equipment Photocopier \$180/mo x 12 mos = \$2,160 Postage meter \$38/mo x 12 mos= 456 TK5-80 \$475/mo x 12 mos. = 5,700	4,254	9,759	8,759	8,316	

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City of Charlotte, N C.

OBJECT DETAIL— CURRENT) Check
CHANGE) One

1 FUND 2010		2 PROGRAM	3 ACCOUNT	4 DEPARTMENT AND ACTIVITY		
Capitol Improvement		MOTION, INC.	377.28	Community Development		
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	10 REQUEST NEXT FY	
142	Rental of Land and Buildings \$950/mo x 12 mos.	11,724	10,400	10,400	11,400	
146	Automobile's other Allowance	9,081	1,800	300	-0-	
152	Maintenance & Repair of Equipment Typewriter \$85/yr. Dictaphone 60/yr. Calculators 300/yr. Postage & Meter 85/yr.	645	610	610	530	
161	Travel & Meetings Conferences, seminars, workshops, etc.	2,464	3,500	2,500	3,500	
171	Professional Fees - Audit & Acctng Annual Audit \$1,300 Other - \$50/mo x 12 mos. - \$600	4,180	2,400	2,400	1,900	
172	Legal Fees Average monthly fee \$700 x 12	6,143	7,533	7,533	8,400	
179	Fees - other Architect fee, consultant fees, etc.	979	5,160	5,160	3,344	
191	Dues & Subscriptions Journals, papers, associations etc.	3,613	1,950	1,950	2,000	
199	Other miscellaneous contractual services; office cleaning, employee training, etc.	-0-	1,500	1,500	1,500	
251	Auto Allowance \$400/mo x 10 mos.	-0-	3,500	3,500	4,800	
271	Office Supplies \$180/mo x 12 mos.	3,896	2,062	2,062	2,160	
544	Office Equipment	-0-	728	528	-0-	
611	Insurance Premiums Fidelity Bond \$220/yr. Workmen's Compensation \$3,900/yr General Liability 1,000/yr	5,944		4,768	5,120	
TOTALS		253,571	198,000	192,150	203,37	



EXHIBIT A

GENERAL PROVISIONS

1. Coordination with the Community Development Department (CDD) of the City of Charlotte -
The Contractor, at such time and in such forms as CDD may require shall furnish the CDD periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract, including the expenditure of program funds from sources other than the CDD. Final organization of programs and other pertinent information will be submitted to the CDD. All information, data, reports, and records available and necessary for carrying out of coordination, evaluation, and planning shall be furnished to the CDD by the Contractor without charge; and the Contractor shall cooperate with the CDD in every way possible in the carrying out of the CDD work without undue delay.

2. Program Planning and Management - The Contractor shall exercise good program planning and management practices in performing services and providing end products required by this Contract. The Contractor shall, as a minimum, develop and maintain a work program and financial operating plan in a form suitable to the CDD. The Contractor shall provide these documents for the CDD's examination upon request.

3. Community Development Area Resident Employment - In all work made possible by or resulting from this Contract, the Contractor shall take affirmative action to ensure that residents of the Neighborhood Strategy Areas are given maximum opportunities for employment, job training, and upgrading. First priority shall be given to Neighborhood Strategy Area residents in filling all new and vacated positions. Business concerns located in or owned in substantial part by residents of the Neighborhood Strategy Area will be used to the greatest extent possible. Any waiver of this policy for specific positions requires the written approval of the CDD Director.

The Contractor shall also submit periodic reports to the CDD to completely and accurately represent his plans for and progress made in employing, training and upgrading residents of the Neighborhood Strategy Area.



4. Public Information - Any public policy announcements made concerning any program referenced herein shall require prior written approval of the CDD Director. Any publicity or other public announcements made concerning any program referenced herein shall be coordinated with the CDD and must recognize the Charlotte Community Development Department of the City of Charlotte as the sponsoring agency.
5. Contract Changes - Any deviation, deletion, or addition to the requirements and provisions set forth by this Contract, including any increase or decrease in the amount and method of Contractor compensation, must be incorporated in written amendments to this Contract. If expenses are incurred in excess of the amount allowable under this Contract, the amount of the overexpenditure must be absorbed by the Contractor.
6. Findings Confidential - All audit findings, reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without prior written approval of the Community Development Director of the City of Charlotte.
7. Termination of Contract for Cause - If, through any cause, the City of Charlotte or the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the City of Charlotte or Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, either party shall thereupon have the right to terminate this Contract by giving written notice to the other party to this contract of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City of Charlotte become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Charlotte for damages sustained by the City of Charlotte by virtue of any breach of Contract by the Contractor and the CDD may withhold any payments to the Contractor for the purpose of offsetting such costs until such time as the exact amount of damages due the City of Charlotte from the Contractor is determined.



8. Termination for Convenience of the City of Charlotte - The City of Charlotte may terminate this Contract at any time by giving at least two weeks notice in writing from the City of Charlotte to the Contractor. If the Contract is terminated by the City of Charlotte as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made. Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 7 hereof relative to termination shall apply.
9. Records and Audits - The Contractor shall in cooperation with the CDD maintain accounts and records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CDD to assure proper accounting for all project funds. These records will be made available for audit purposes to the CDD and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CDD. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
10. Limitation on Compensation for Personal Services - Compensation for personal services includes but is not limited to: wages, salaries, and supplementary compensation and benefits. Compensation for employees of the Contractor will be limited to that paid for similar work by local governmental agencies. In cases where the kinds of personal services provided have no counterpart in local governmental agencies, compensation will be limited to that paid for similar work in the labor market in which the Contractor competes for the kinds of personal service involved.

11. Subcontracts - None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CDD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
12. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CDD thereto. Provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CDD.
13. Political Activity Prohibited - None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidates for public office.
14. Lobbying Prohibited - None of the funds provided under this Contract shall be used for publicity or propoganda purposes designed to support or defeat legislation pending before the Congress.
15. Maintenance of Effort - Payment of the City shall be conditioned upon the maintenance during the period of this Agreement by the Contractor a level of aggregate expenditures programs or activities similar to those being assisted under this Contract, which is not less than the level or aggregate expenditures for such programs or activities prior to the execution of this Contract. The Contractor will promptly notify the CDD of any matters which have a material tendency to affect compliance with this requirement.
16. Compliance with Local Laws - The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the City of Charlotte not responsible with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
17. Discrimination Prohibited-
 - a. In all hiring or employment made possible by or resulting from this Contract, there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Affirmative action will be taken to ensure the applicants are employed, and that employees are treated equally during their period of employment. This requirement shall apply, but not be limited to, the following: employment, up-grading, demotion, or transfer: recruitment or recruitment

advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. No person in the United States shall, on the grounds of sex, race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

c. The Contractor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the labor standard provisions incorporated herein.

d. The Contractor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the Agency so participating is a State or Local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under this Contract.

e. The Contractor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and that it will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

f. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

18. Conflict of Interest

a. Interest of Members of the City of Charlotte. No member of the City of Charlotte who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

b. Interest of Other Local Public Officials. No members of the governing body of the locality in which a Community Development Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

c. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct, or indirect, in any Community Development Area or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

d. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or any benefit to arise herefrom.

19. Covenant Against Contingent Fees - The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Charlotte shall have the right to annul this Contract without liability or, at its discretion, to deduct from the compensation or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

20. Copyrights - If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but the City of Charlotte reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

21. Patents - Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City of Charlotte for

determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirements that maximum opportunity be provided for employment of and participation by residents of the area.

22. HUD Requirements - Unearned payment under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the grant to the City under the Housing and Community Development Act of 1974 is suspended or terminated.
23. Eligible Costs - All costs incurred must be reasonable and of a nature which clearly relate to the specific purposes and end product of the Contract under which the services are being performed. Care must be exercised by the Contractor in incurring costs to assure that expenditures conform to these general standards and the following criteria for eligibility of costs. To be eligible for inclusion in a program, costs must:
 - a. Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.
 - b. Not be a general expense required to carry out regular responsibilities of the Contractor's governing body.
 - c. Be in conformance with any limitations or exclusions in these instructions, Federal laws, or other governing limitations.
 - d. Be no more liberal than policies, procedures, and practices applied uniformly to both Federal assisted and other activities of the Contractor.
 - e. Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed herein.
 - f. Not be allowable to or included as a cost of any other Federally financed program in either prior or current periods.
 - g. Be net of all applicable credits such as purchase discounts, rebates, or allowances, sales or publications or materials, or other income or refunds.
 - h. Be in accordance with budgetary or other restrictions of expenses established by the Contractor.
 - i. Be fully documented.

j. In the absence of acceptable, established policies of the Contractor governing administrative practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits (health and hospitalization, retirement, etc.), vacation and sick leave privileges, and travel, the Contractor shall, in general, comply with such policies established by the City of Charlotte. Such policies and practices should take account of situations where the Contractor is a temporary, non-governmental entity composed primarily of part-time staff which may have full-time employment elsewhere. In such situations fringe benefits and other personnel policies should recognize the need of exercising prudence and economy in the use of City of Charlotte funds and should not establish long-term programs nor provide for overlapping benefits for part-time employees, even though such policies would be otherwise consistent with local policies and the criteria in this Contract.

24. Ineligible Costs - The following costs are specifically ineligible:

a. Accounting - Costs of maintaining central accounting records necessary for overall purposes such as appropriation or fund accounts by the Treasurer, Comptroller or similar officials and the cost of establishing and maintaining accounting or other information systems required for the management for each program, in excess of those costs not specifically allowed under "Cost Allocation Plan" adopted by the United States Environmental Protection Agency, June 6, 1975, and/or specified in the official Program Budget, will be considered to be an expense of the Contractor and unallowable.

b. Bad Debts - Any losses arising from uncollectable accounts and other claims, and related costs.

c. Budget - Costs of maintaining a central budget office.

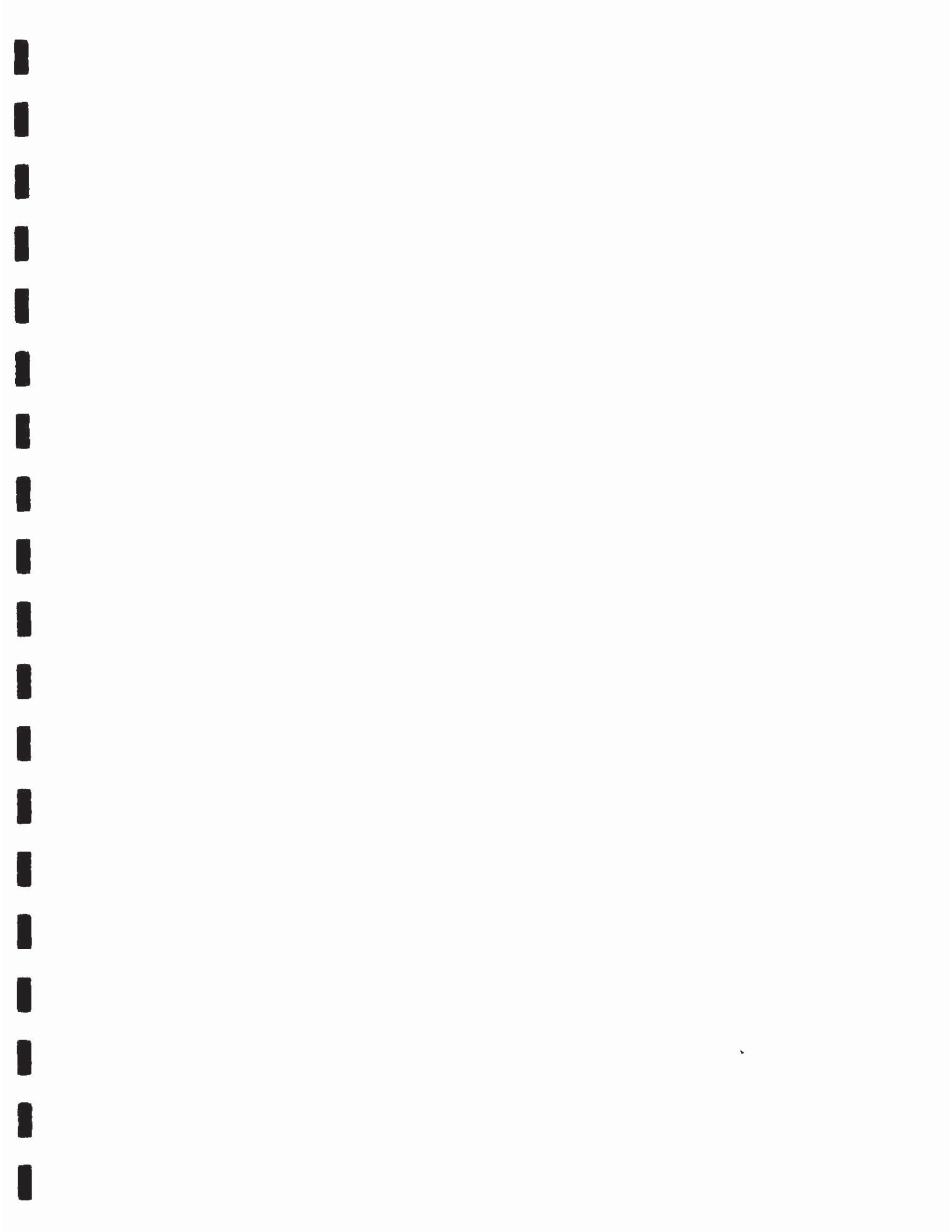
d. Contingencies - Contributions to a contingency reserve or any similar provision for unforeseen events.

e. Contributions and Donations.

f. Entertainment - Costs of amusement, social activities, and incidental costs, such as meals, beverages, lodging, and gratuities, relating to entertainment.

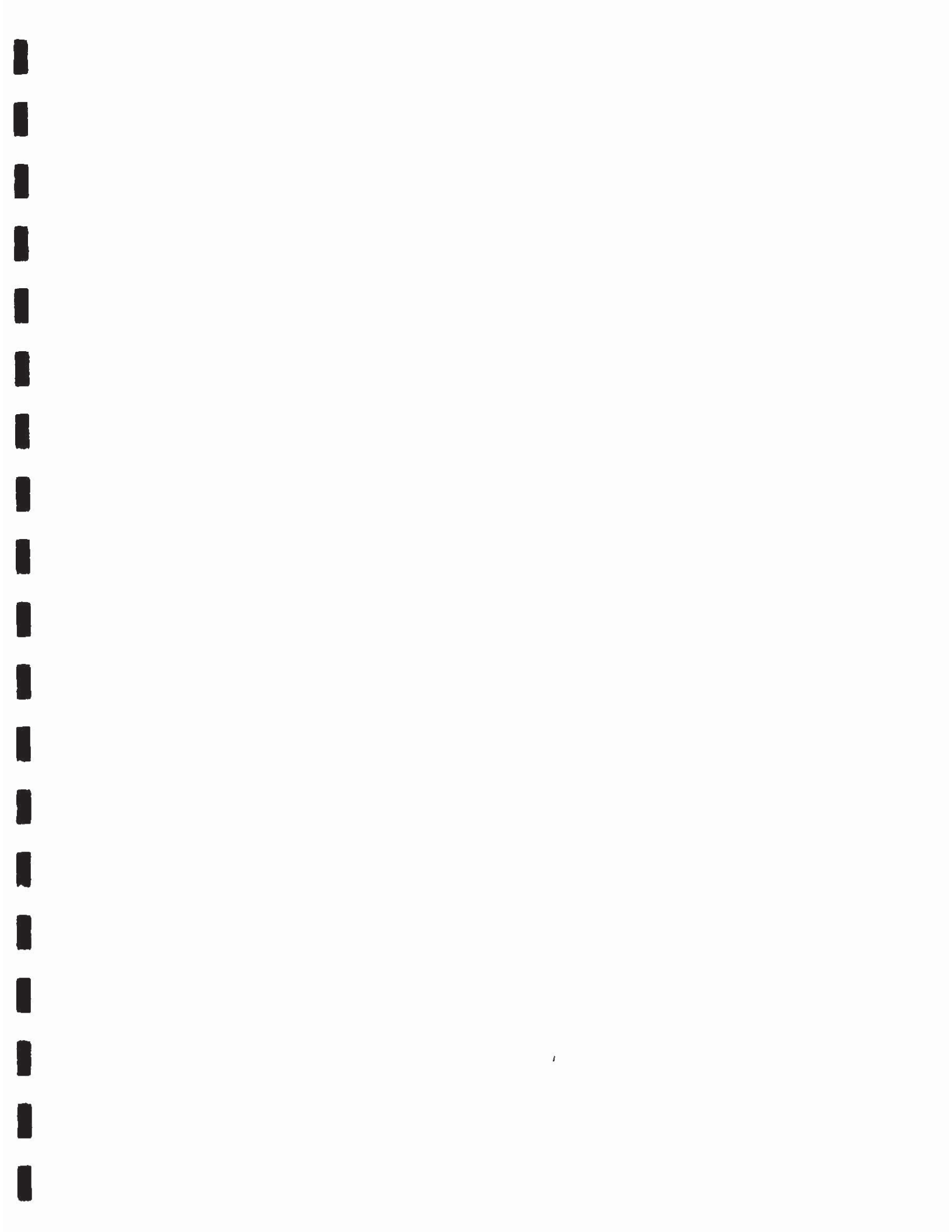
g. Fines and Penalties - Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations.

h. Interest and other financial costs - Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operation, and legal and professional fees paid in connection therewith.



- i. Legal Expenses - Legal services furnished by the chief legal officer of the Contractor and his staff for the purpose of discharging their general responsibilities as legal officers. Legal expenses for the prosecution of claims against the City of Charlotte or the Federal Government.
- j. Legislative Expenses - Salaries and other expenses of local governmental bodies such as school boards whether incurred for purposes of legislation or executive direction.
- k. Membership Expenses - Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.
- l. Meeting Attendance - Costs of attending meetings, which are not open for attendance on a non-segregated basis.
25. Compliance with Legislative Act - The Contractor agrees to assist the City of Charlotte in complying with the Housing and Community Development Act of 1974.
26. Restriction on Disbursements - No money under this Contract shall be disbursed by the Contractor except pursuant to a written contract which incorporates the applicable General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.
27. Labor Standards - There shall be included in all Contracts and Sub-Contracts made possible by or resulting from this Contract, with private entities the applicable labor standards provisions.
28. Property Control - In the event that property or equipment is purchased for and/or assigned to the contract program by the City of Charlotte or the Contractor uses, in whole or in part, funds provided by the contract for the purchase or construction of property or equipment, said property or equipment shall belong to the City of Charlotte and subject to the property control procedures and regulations of the City of Charlotte.

The Contractor shall have the exclusive right to the use of the aforementioned property and equipment under this and/or any subsequent but similar contractual agreement or other agreements with the City of Charlotte provided that said property and equipment either continues to be used by the Contractor for the explicit purpose for which it was purchased or assigned to the contract program or continues to be used by the Contractor to deliver services which are identical or similar to those stipulated by this contract.



Other agreements shall include, but are not limited to non-compensatory agreements pertaining only to the continued use and maintenance of said property and equipment by the Contractor to deliver services which are identical or similar to those stipulated by this contract but which are funded, in whole or in part, from another source or sources.

The Contractor shall make the aforementioned property and equipment available to the Community Development Department to be transferred to and used by other Community Development Human Resource Programs when said property and equipment is not being used by the Contractor according to the provisions stated above. The transfer of said property and equipment shall be made only if such action does not disrupt the delivery of services required by the Contractor.

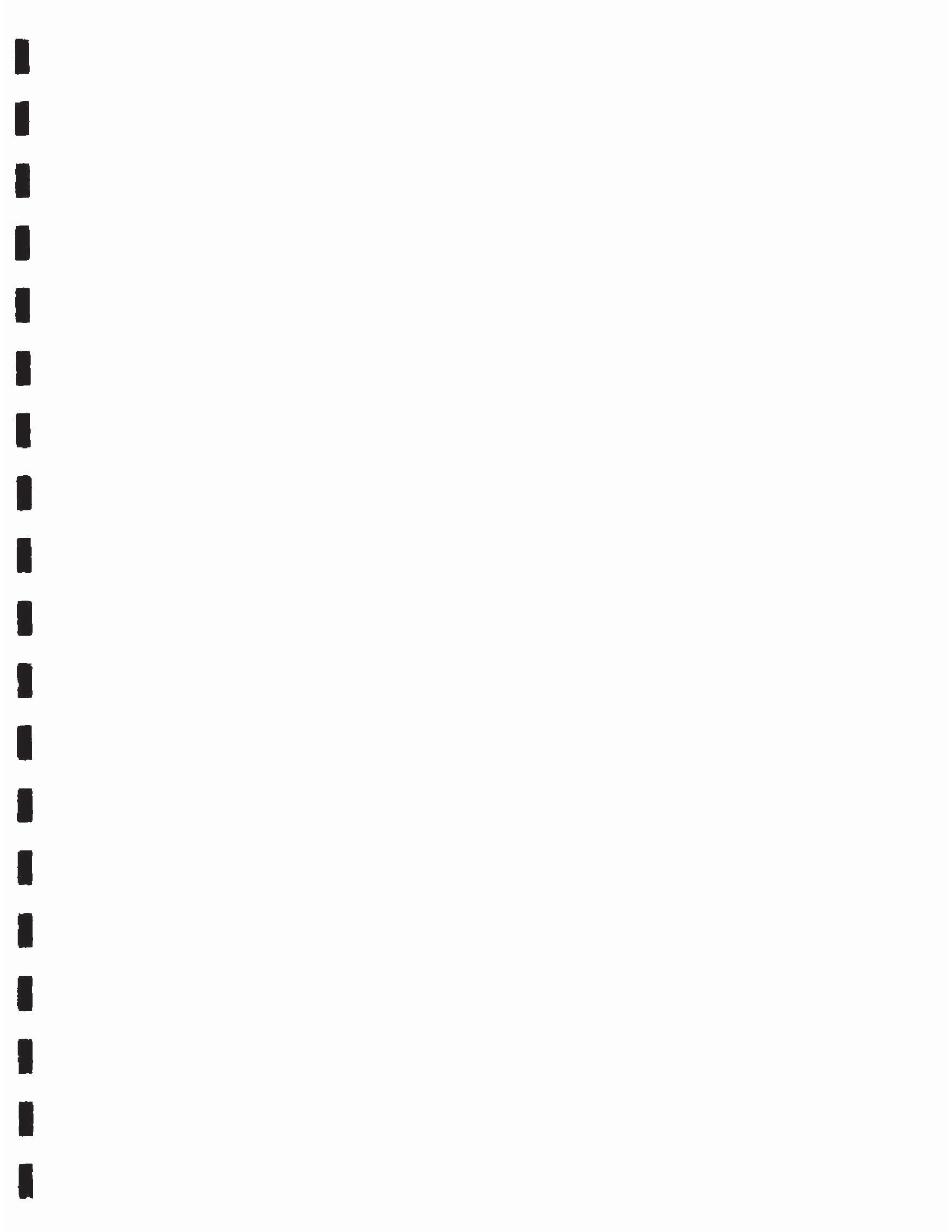
Final disposition or placement of the aforementioned property and equipment, including transfer of ownership, to the Contractor or any other agency or department of the City of Charlotte in anticipation of or upon termination of the City's Community Development Program shall be consistent with applicable federal property management standards pertaining to the utilization and disposition of property acquired in whole or in part with Federal funds and shall require formal action by the City Council of the City of Charlotte.

29. Personnel -

a. Unless the Cost of certain personnel are expressly specified as an eligible expense under this Contract, the Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City of Charlotte.

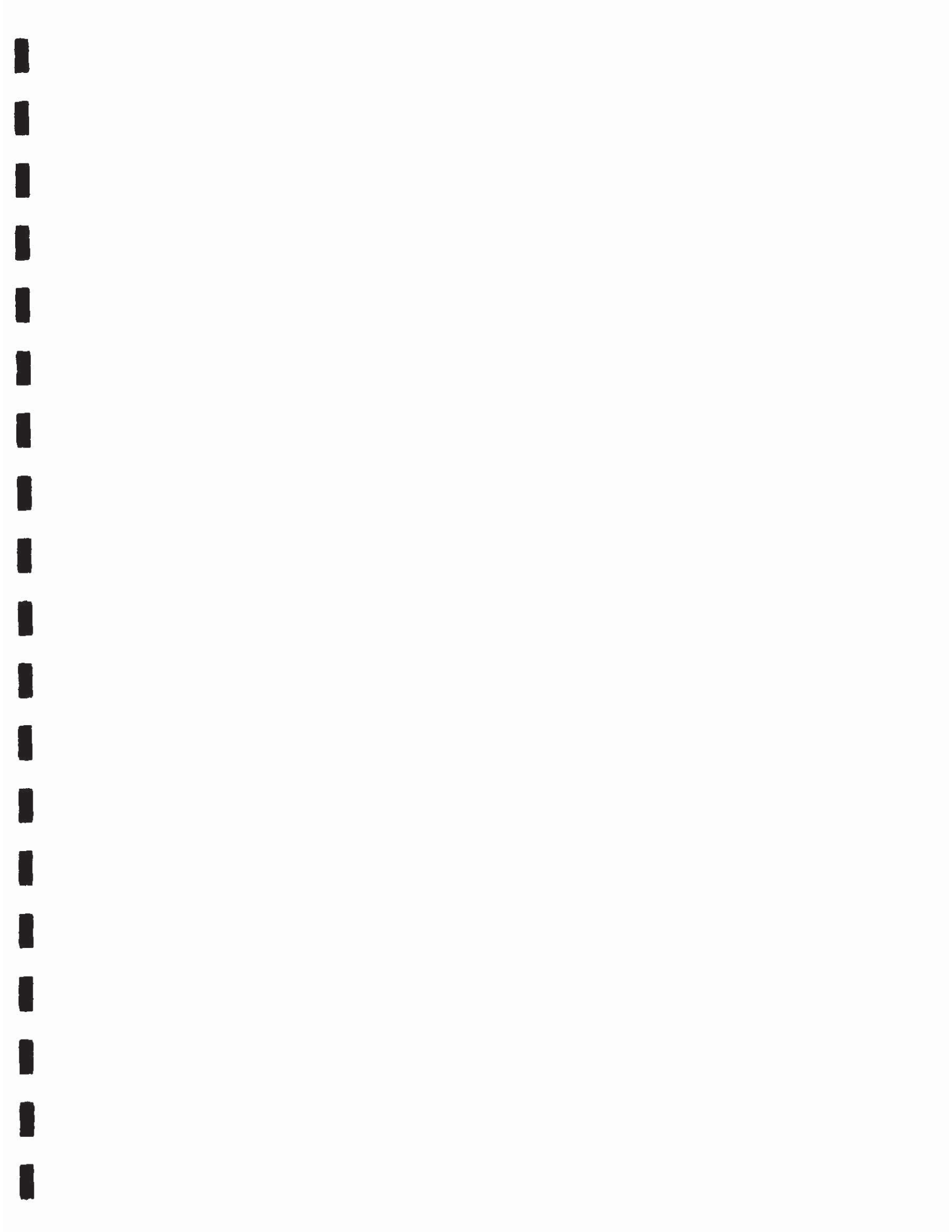
b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the State and local law to perform such services.

30. Identification of Documents - All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City of Charlotte, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of City of Charlotte, day, month, year of the preparation and if pertaining to a specific Community Development Area or portion thereof, the name of that Community Development Area.



31. Audits and Inspections - At any time during normal business hours and as often as the City, HUD and/or the Comptroller General or his designee shall desire, the Contractor will make available for examination all of its records with respect to all matters covered by this Contract with the exception of records pertaining to an individual program participant which would, or may be interpreted by that individual, his parent or guardian as violating that individual's right to privacy and will permit the City of Charlotte, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
32. Research Using Community Development Area Residents - Any research effort carried out by the Contractor involving the direct or indirect participation of residents of the Community Development Areas shall require the prior written approval of the Community Development Department Director.
33. Attendance at Community Development Department Scheduled Meetings - The Contractor agrees to be adequately represented at meetings scheduled by the Community Development Department. It is the intent of this provision that the person directly responsible for the services referenced herein be personally in attendance at the aforementioned meetings.
34. Indemnification and Insurance - The Contractor shall indemnify and save harmless the City of Charlotte, its officials and employees, from all claims, loss, damage, injury, liability, cost and expenses of any kind or nature (including attorney's fees) caused by or resulting directly or indirectly from the nature of the work or services covered by this contract.

The Contractor shall maintain policies of insurance as specified below for the duration of this contract with an insurance company acceptable to the City and will furnish certificates of such insurance to the City with the provisions that the City will be given 30 days written notice of any intent to terminate such insurance either by the Contractor or the insuring company.



COMMUNITY DEVELOPMENT DEPARTMENT REPORT
GENERAL REVENUE SHARING PROGRAM EVALUATION

NAME OF PROJECT: MOTION, INC.
PERIOD COVERED: December 1, 1981 - July 30, 1982
DATE PREPARED: August 20, 1982
CONTRACTOR: MOTION, INC.

SUMMARY:

- Contract was approved by City Council for \$198,000 for a 12-month period beginning December 1, 1981.
- During the eight months covered by this evaluation:
 - Rehabilitation was completed on 2 units, substantially completed on 2 units, and in progress on 10 units.
 - Of the 5 rehabilitated units carried over from last year, 3 have been sold to relocatees, 1 was sold to a non-relocatee, and a loan application is being processed for a relocatee on the fifth unit.
 - Of the 14 units being rehabilitated, this contract year, 6 are being processed for sale to relocatees and 2 for non-relocatees. The remaining 6 units are in a 6-unit multi-family structure for which there is not yet a buyer.
 - MOTION, Inc. has received a commitment from HUD for construction of the Victoria Townhouses, a 10-unit project in Third Ward, and is currently receiving bids for this construction.
 - MOTION, Inc. has also received approval from the North Carolina State Housing Finance Agency for the financing of Grier Park, a 50-unit project, at a cost of \$2,000,000. Land is now being purchased for the construction of this project.
- During this eight-month period, program expenditures totaled \$110,514.64, or 56% of the amount budgeted at a point 67% through the contract year.

MAJOR FINDINGS:

1. The program has met or will meet 10 of its 11 subparts of objectives. The objective not met was not feasible as worded and has been modified in the proposed contract. (See objective 1.d.)

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2. The contractor estimates meeting 100% of their objectives for rehabilitating 14 units by the end of October, 1982, one month prior to the end of the contract period. (The contract originally stated 16 units, however, two duplexes were converted to single-family houses for purchase by two relocatees.)
3. A very good relationship is developing between the relocation staff and MOTION. Of the 13 units for which buyers have been found (8 rehabilitated or in the process of being rehabilitated this year and 5 rehabilitated last contract year), 9 units (69%) have been sold to relocatees.

ACHIEVEMENT OF OBJECTIVES:

1. RESALE AND LEASING OF CURRENT CONTRACTOR UNITS

- A. THE CONTRACTOR SHALL PROCEED TO "CLOSING", THROUGH SALE OR RENTAL, ALL CURRENTLY CONTRACTOR UNITS, EITHER SINGLE FAMILY OR MULTI-FAMILY ("STRUCTURES") CARRIED OVER FROM THE PRIOR CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES DATED JULY 15, 1980, ("PRIOR CONTRACT") AND THE INTERIM CONTRACTS THEREOF TERMINATING ON OR ABOUT NOVEMBER 30, 1981. THE STRUCTURES SUBJECT TO THIS REQUIREMENT ARE LISTED IN EXHIBIT A WHICH IS ATTACHED HERETO AND MADE A PART OF THIS CONTRACT.

A total of 5 units were carried over into this contract year. Four of these units have been sold and are now occupied (three by relocatees). A loan assumption on the remaining unit is now being processed, and this unit should be occupied by the end of August.

- B. THE CONTRACTOR SHALL COMPLETE ALL "EARLY START" LOAN REPAYMENTS TO THE CITY.

A total of 4 structures received "early start" loans during this contract year, and all 4 have been repaid. (See Financial Analysis Section).

2. REHABILITATION OF UNITS

- A. THE CITY OF CHARLOTTE SHALL CONVEY TO THE CONTRACTOR THE SIXTEEN (16) DWELLING UNITS SHOWN ON EXHIBIT "A" HEREOF (EITHER SINGLE FAMILY OR MULTI-FAMILY) FOR REHABILITATION AND RESALE OR LEASE PROVIDED CONTRACTOR MEETS THE REQUIRED PERFORMANCE STANDARDS SET OUT IN THIS CONTRACT AND ON THE EXHIBITS HERETO. THE CITY SHALL, PROVIDED THE SAME ARE AVAILABLE, CONVEY ADDITIONAL UNITS TO CONTRACTOR FOR REHABILITATION. THE CITY OF CHARLOTTE, THROUGH THE COMMUNITY

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DEVELOPMENT DEPARTMENT OF THE CITY OF CHARLOTTE ("C.D."), SHALL MAKE ACQUISITION AND REHABILITATION LOANS TO THE CONTRACTOR FOR THE "EARLY START" UNITS FROM CITY OF CHARLOTTE RESOURCES INCLUDING GENERAL REVENUE SHARING AND COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS. IN ADDITION, THE CITY OF CHARLOTTE WILL PROVIDE PERMANENT FINANCING FOR THE UNITS FROM CITY OF CHARLOTTE RESOURCES AND WILL AT THE TIME OR TIMES OF ACQUISITION OF THE UNITS, COMMIT IN WRITING TO CONTRACTOR TO MAKE SAID REHABILITATION AND PERMANENT FINANCING. PRIOR TO THE CONVEYANCE OF EACH UNIT OR GROUP OF UNITS THE CONTRACTOR SHALL:

- (1) REQUEST PRELIMINARY APPROVAL (a) TO NEGOTIATE A SALE FOR THE PROPERTY AND (b) TO SECURE A PERMANENT REHABILITATION AND REFINANCING LOAN;
- (2) REQUEST APPROVAL OF A TEMPORARY EARLY START CONSTRUCTION LOAN; AND
- (3) DEVELOP AND SUBMIT TO THE CONTRACT MONITOR STAFF PERSON FOR C/D (HEREINAFTER CALLED "C/D MONITOR") A PERT CHART FOR THE ACQUISITION, REHABILITATION AND SALE OF EACH STRUCTURE.

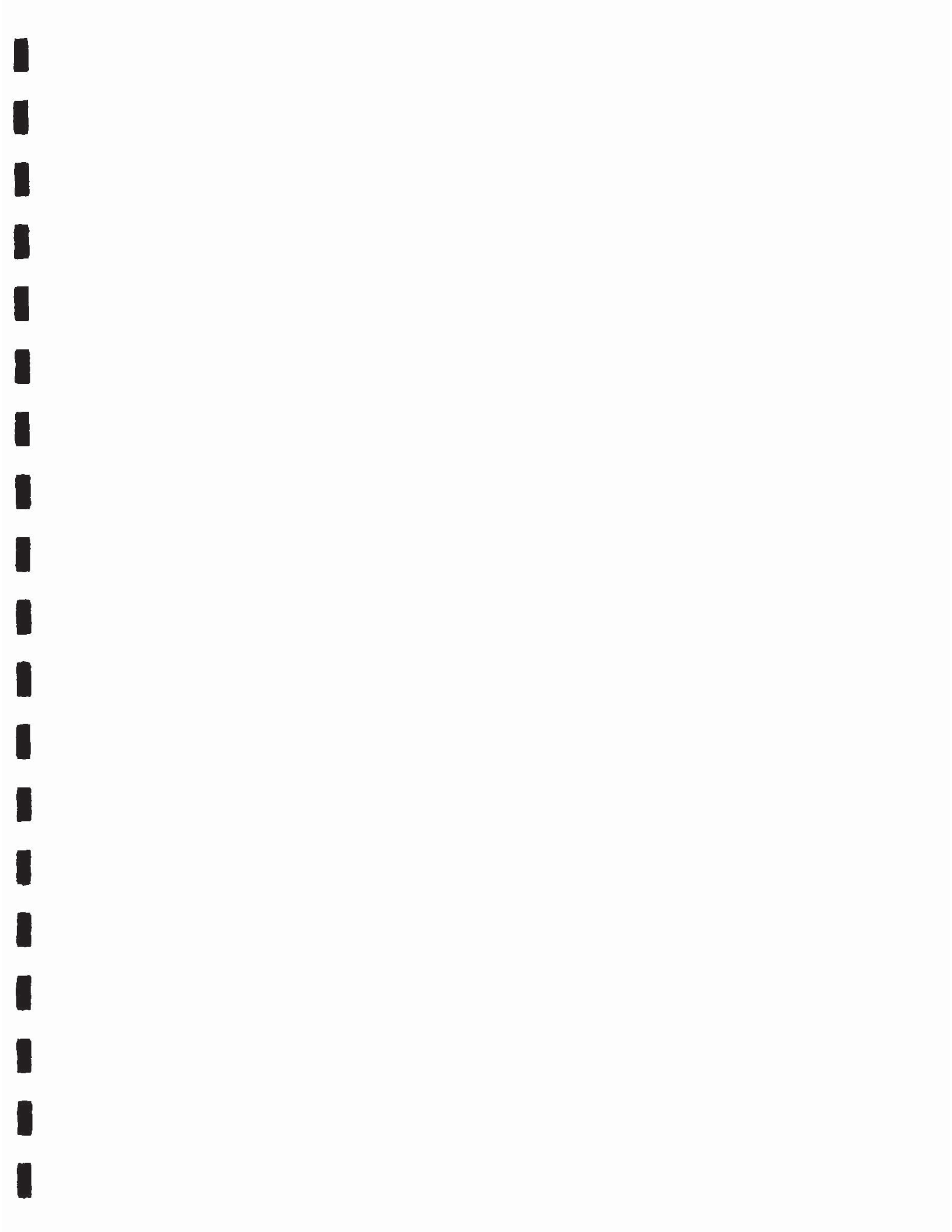
Of the 16 units listed for rehabilitation this year, rehabilitation has been completed on 2 units, is substantially complete on 2 units, and is in progress and will be completed on the remaining units by the end of October, a month before the current contract ends. Four of the 16 units were duplexes and have been converted to single-family use. Thus, this objective will be met. (See last line of Table 1 for completion dates).

The process outlined above is being followed.

- B. PRIOR TO COMPLETION OF REHABILITATION, THE CONTRACTOR SHALL IDENTIFY POTENTIAL PURCHASERS OR LESSEES FOR EACH STRUCTURE AND ARRANGE FOR THE SALE OR LEASE OF EACH STRUCTURE BY, WHEN NECESSARY, HAVING THE PURCHASER OR PURCHASERS ASSUME THE EXISTING MORTGAGE OR HAVING THE LESSEE OR LESSEES ENTER INTO A LEASE FOR A TERM OF AT LEAST ONE YEAR. *THE CITY OF CHARLOTTE WILL STRUCTURE THE PERMANENT FINANCING ON THE UNITS SO THAT THE SAME IS FREELY ASSUMABLE BY POTENTIAL PURCHASERS.

*IN SELECTING PURCHASERS AND LESSEES, PRIORITY WILL BE GIVEN, WHERE POSSIBLE, TO RELOCATEES.

Buyers for all 8 single-family units have been selected and applications are now being processed. Two of these units should be occupied by the end of August, and another



in September. The 6 remaining units are in one multi-family structure. Rehabilitation on these units is 90-98% complete and will be completed in August. As yet, there is no buyer for this structure.

Priority on these units and the 5 carried over from last year has been given to relocatees. Of the 13 units for which buyers have been designated, 9 units are to be sold to relocatees (applications are already being processed).

- C. IF THE CONTRACTOR IS UNABLE TO SELL A SALABLE STRUCTURE SIXTY (60) DAYS AFTER REHABILITATION IS COMPLETE, THE CITY OF CHARLOTTE WILL ENTER INTO A REPURCHASE AGREEMENT WITH CONTRACTOR FOR SAID UNIT OR UNITS UPON A WRITTEN REQUEST TO REACQUIRE BY CONTRACTOR.

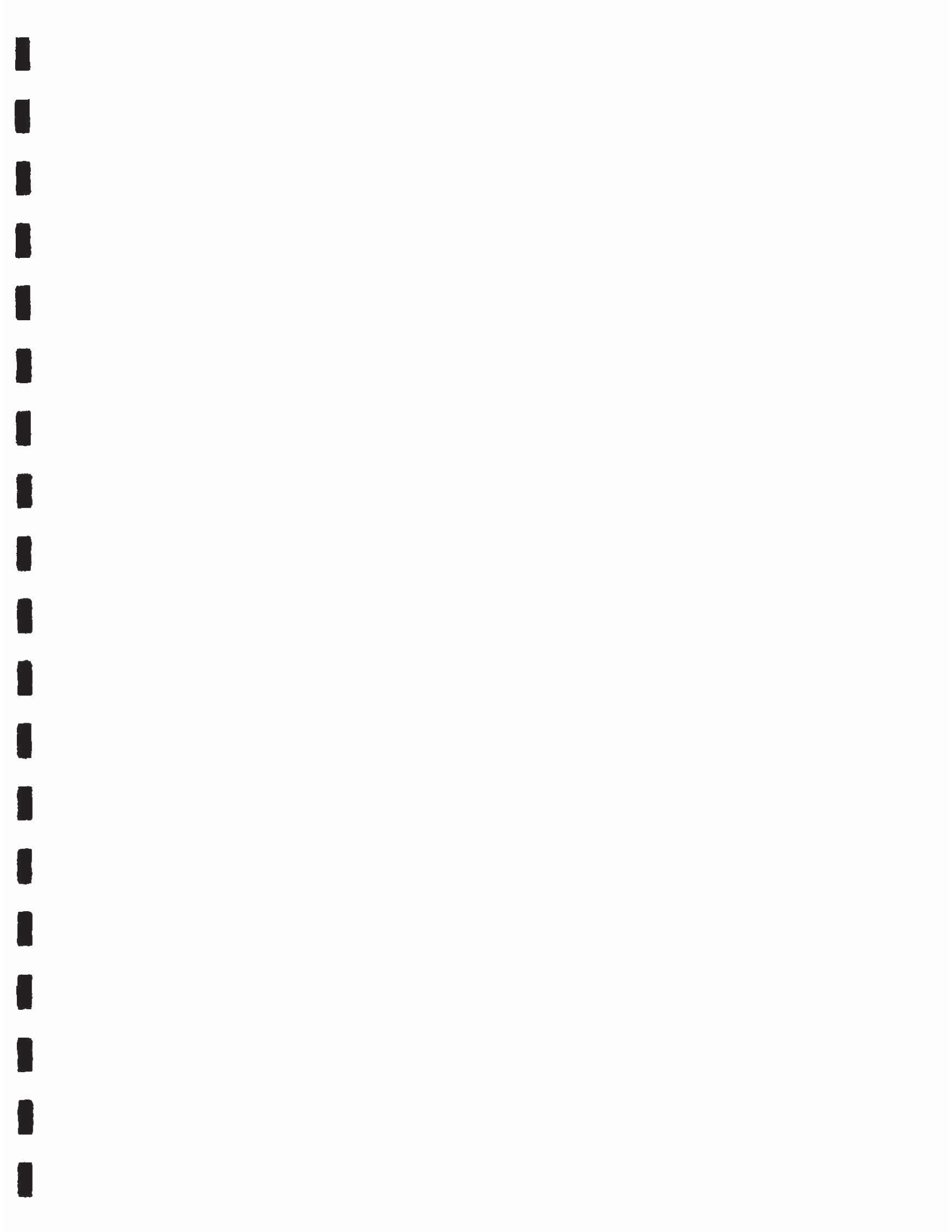
Only two units were not sold within 60 days after the completion of rehabilitation; however, loan applications are now being processed for two relocatee buyers for these units. One of these units will be occupied by the end of August, and the other in September. Thus, the alternative of repurchase by the City has not been necessary.

- D. CONTRACTOR SHALL SUBSTANTIALLY COMPLETE THE REHABILITATION OF EACH STRUCTURE WITHIN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE OF ACQUISITION OF THE SAME FROM THE CITY OF CHARLOTTE.

This time schedule is unrealistic. The performance schedule attached to the current contract as Exhibit B allowed 90-150 days per structure just for actual rehabilitation. This did not include time for the loan application and approval process, draw-down of funds, etc. which generally takes 60-80 days and over which MOTION has no control. The Contractor is meeting the performance schedule for rehabilitation completion of 90-150 days.

This objective has been modified in the proposed contract to reflect the timing of those steps in the rehabilitation process over which MOTION has control.

Table 1 analyzes the actual number of days taken for each step in the process. For each step there is a wide variation among the units that were in the rehabilitation work load this year. For example, Step A which is the number of days from acquisition to loan application ranged from -30 days (meaning that loan application was started a month prior to the acquisition of the unit) to 660 days (which was a unit purchased a long time ago in with another group of properties). Even discounting these extremes as special cases, the time for loan application ranged from 2 to 90 days on the other units.



There is also a wide range of days for Step B which is the number of days from loan application until funds were made available, including "Quick Start" monies and regular rehabilitation loan funds. This time ranged from 14 days to 83 days, depending on the number of delays or problems that were encountered. The average number of days was 46.

In Step C, the number of days from the date funds were made available to MOTION to the date rehabilitation construction started varied from -16 days, which means that MOTION began work on the unit a little over 2 weeks before the City could begin payments, to 94 days. In the case of the 94 day delay, the sub-contractor who was hired for this unit was already working on another unit.

In Step D, the number of days from the date construction began until rehabilitation was completed on the unit varied from 56 to 90 days.

The total number of days for the units which are completed or substantially completed varied from 83 days to 754 days. If the unit acquired under a previous contract year is omitted from the analysis, the time for the total process varied from 83 to 169 days.

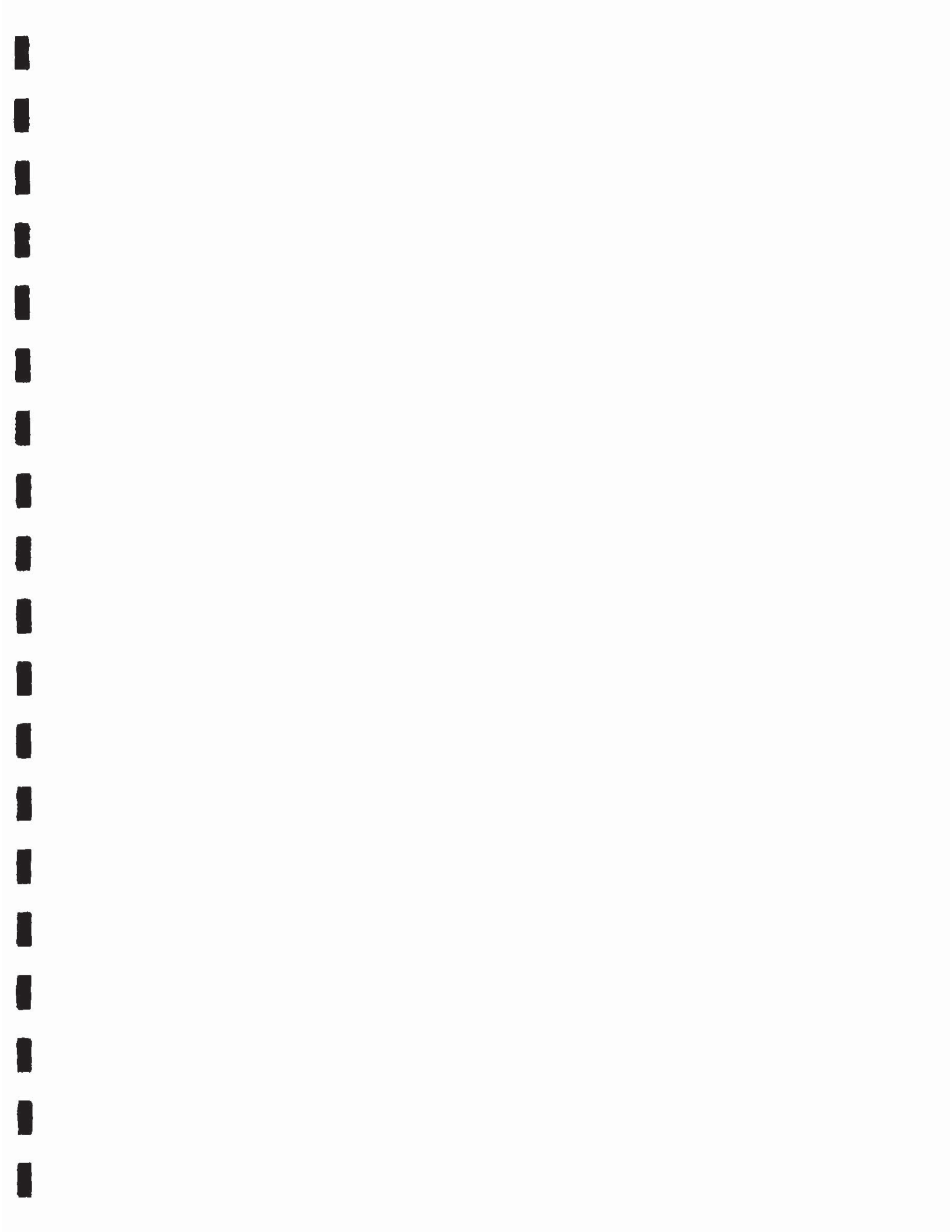
There are many factors that can contribute to the wide variances in time required for the various steps: cash flow, administrative delays on the City's part, contractor availability, financial feasibility of rehabilitation (that is, how extensive the rehabilitation of a unit can be, while keeping the total cost of the unit affordable to residents), vandalism, and many other factors. However, both MOTION and the City should continue their efforts to smooth out this process, which is working much better now than in past years but could be improved still further.

- E. REHABILITATION PERFORMANCE SHALL BE MONITORED ON A MONTHLY BASIS BY CONTRACTOR AND C/D PURSUANT TO THE PERFORMANCE STANDARDS SET OUT ON EXHIBIT B HEREOF ("PERFORMANCE STANDARDS"). SUBSTANTIAL NONPERFORMANCE BY CONTRACTOR OF SAID STANDARDS WHERE THE NONPERFORMANCE IS SOLELY DUE TO THE FAULT OF CONTRACTOR, SHALL RESULT IN THE REDUCTION OF OR TERMINATION OF CONVEYANCE OF UNITS TO THE CONTRACTOR.

The performance standards of 90-150 days for actual rehabilitation start to completion were met.

3. NEW CONSTRUCTION:

- A. THE CONTRACTOR SHALL CONTINUE TO WORK CLOSELY WITH ITS DEVELOPER/VENTURER, THE WESTMINSTER COMPANY, IN ORDER TO SECURE A HUD APPROVED FIRM COMMITMENT AND FINANCING FOR THE 50 UNIT FAMILY PROJECT PLANNED FOR GRIER HEIGHTS AND FOR THE 31 UNIT FAMILY PROJECT PLANNED FOR FIVE POINTS AS PROPOSED IN RESPONSE TO THE FY 1980 AND FY 1981 NOTIFICATIONS OF FUND AVAILABILITY (NOFA).



In December, 1981, the proposed 50 unit Grier Park complex received preliminary approval for financing from the State Housing Finance Agency; and a HUD endorsement was received. In May, 1982, approval for financing of the project was received from the North Carolina State Housing Finance Agency at a cost of \$2,000,000. Final approval of the project was received from HUD on April 30, 1982. A contract to purchase the land necessary to develop the project was submitted to the City's Real Estate Department. The public hearing on this purchase is scheduled for September 13, 1982.

The 31 unit project planned for Five Points was never approved by HUD. A project proposal was submitted, but under Federal guidelines which set aside approvals for minority developers by States, North Carolina was not selected, and therefore this project was not approved.

- B. THE CONTRACTOR SHALL PURSUE A FIRM COMMITMENT FROM HUD FOR A SECTION 8 PROPOSAL FOR THE CONSTRUCTION OF TEN (10) TOWNHOUSE FAMILY UNITS IN THE THIRD WARD NEIGHBORHOOD STRATEGY AREA. WITHIN THIRTY (30) DAYS AFTER FINAL APPROVAL BY HUD, THE CONTRACTOR SHALL HAVE PRODUCED A PLAN INDICATING THE APPROXIMATE CONSTRUCTION COMPLETION DATES FOR SAME.

In December, 1981, a firm commitment was received from HUD for \$283,000 to build the 10-unit complex. Public hearing for the land acquisition for the project was held in July, 1982. Purchase of the property is scheduled at the end of August, 1982, and construction of the project will begin shortly thereafter.

- C. NEW MULTI-FAMILY PROJECTS. CONTRACTOR WILL RESPOND TO HUD'S NOTIFICATION OF FUND AVAILABILITY (NOFA) FOR THE NEW CONSTRUCTION OF FAMILY UNITS OR SUBSTANTIAL REHABILITATION OF EXISTING UNITS UNDER THE SECTION 8 PROGRAM.

Thus far this contract year, no NOFA's have been issued for the Contractor to make a response.

- D. NEW SINGLE FAMILY PROJECTS. CONTRACTOR SHALL DILIGENTLY PURSUE ALL REASONABLE POSSIBILITIES FOR NEW SINGLE FAMILY CONSTRUCTION UNDER THE SECTION 235 PROGRAM (OR SIMILAR PROGRAMS OR FINANCING) PROVIDED THE SAME PROVES TO BE MARKET, CONSTRUCTION OR FINANCING FEASIBLE.

Some efforts have been made on this objective, however, the money market has not really been strong enough to make this endeavor feasible. The emphasis so far this contract year has been on the rehabilitation work, which has progressed quite well. It is hoped, however, that more emphasis will be placed on fulfilling this objective in the future, as conditions permit.

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FINANCIAL ANALYSIS

The financial situation this contract year is very good. Four "quick start" loans to help speed up the rehabilitation process were made, and all have been paid back, to date. The "quick start" loans made during FY 82 were on the following structures:

<u>Block/Parcel</u>	<u>Address</u>	<u>Amount Advanced</u>	<u>Date Advanced</u>
29/2A	1105 Greenleaf Avenue	\$22,000	1/25/82
23/21	1020 Greenleaf Avenue	\$22,000	1/25/82
20/21	256 Victoria Avenue	\$22,500	12/11/81
19/7	225 Victoria Avenue	\$50,000	12/11/81

The total loan amounts approved on these and other rehabilitation structures is listed in Table I. "Quick start" loans were only advanced on the above four structures, and were necessary "up-front" monies to begin the rehab work. It is recommended that this procedure of "quick-start" loans be continued, as it is vital to MOTION'S rehabilitation process. If the funding source for these "quick-start" loans is not available next year, then it is recommended that a system of advancing a portion of the rehab loans be instituted.

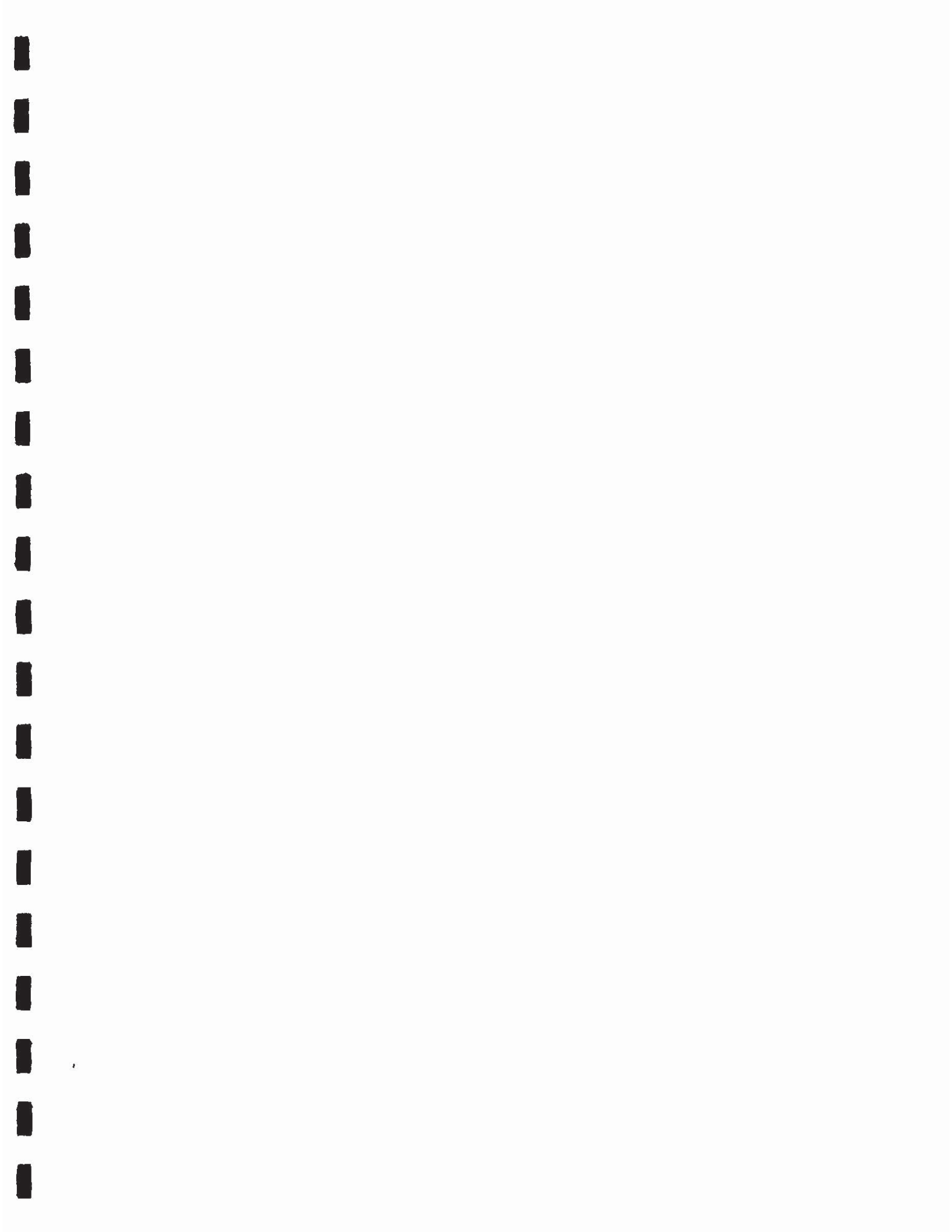


TABLE 1

ACTUAL NO. OF DAYS FOR STEPS IN THE REHABILITATION PROCESS

	234- 225V (6 Units)	256V (1 Unit)	236V (1 Unit)	249V (1 Unit)	1009GL (1 Unit)	1020GL (1 Unit)	1105GL (1 Unit)	2155KY (1 Unit)	4375KY (1 Unit)	Responsible For Process
# Days from acquisition to loan application	660	30	90	35	(-30)	(-30)	(-30)	2	14	MOTION
# Days from loan application until funds available	38	38	20	73	83	28	36	82	14	CD/CITY
# Days from funds available to rehabilitation start	(-10)	(-10)	42	29	(-16)	13	5	13	94	MOTION
# Days from rehab start to completion or to date	56 ● Actual (150)	90 (90)	28 (150)	30 (120)	35 (120)	42 (120)	42 (120)	72 (120)	46 (120)	MOTION
● Objective										
Total Days	754	158	180	167	118	83	83	169	168	
% Completion*	90-98	98-100	30-35	30-30	25-40	45-70	90-98	100-100	60-80	
Loan Amount Approved	\$92,800	\$35,000	\$35,000	\$31,800	\$35,000	\$35,000	\$35,000	\$26,300	\$31,800	
Actual* or Estimated Completion Date	8/82	3/82**	10/82	10/82	9/82	9/82	8/82	8/82**	8/82	

*The first percentage is the estimation by the Community Development Construction Advisor and the second percentage is the estimation by MOTION, Inc.'s Construction Supervisor

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Request for Council Action

Charlotte

To the City Council

From the City Manager

Action Requested Request City Council at its September 13, 1982 meeting to consider a Contract with Family Housing Services, Inc. for a Home Management and Improvement Program for residents of the Greater Charlotte Area and/or for Relocatee Referrals from the Community Development Department, under one of the Funding Options described below.

Responsible Department _____

This request should be organized according to the following categories. Background, Explanation of Request, Source of Funding, Clearances, Bibliography

Background:

The Home Management and Improvement Program is designed to improve the condition of owner and tenant occupied homes, the financial stability and home management skills for residents of the Greater Charlotte Area by providing professional individual or group counseling and/or Consumer Education Services.

Previous Community Development Department Performance Contracts with Family Housing Services, Inc. are shown below:

<u>Date of Contract</u>	<u>Contract Amount</u>	<u># Clients Projected To Be Served</u>
11/1/75 - 10/31/76	\$ 53,000	230
11/1/76 - 6/30/77	26,190	250
7/1/77 - 9/30/77	9,775 (Amendment)	
2/1/77 - 3/31/77	50,436 (Fuel Assistance Program)	500
10/1/77 - 9/30/78	90,000	360
10/1/78 - 10/31/78	8,000 (Amendment)	
12/1/77 - 2/28/78	47,914 (Fuel Assistance Program)	500
11/1/78 - 9/30/79	82,500	360
10/1/79 - 9/30/80	90,000	300
10/1/80 - 9/30/81	116,000	400
6/1/81 - 9/30/81	16,281 (Amendment)	
10/1/81 - 9/30/82	116,000	1,115
	<u>\$706,096</u>	<u>4,015</u>

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For Office Use Only

Date Submitted August 25, 1982

Agenda Date Requested September 13, 1982

Consequences if Agenda Date is Delayed or Action is Deferred Present contract will expire September 30, 1982. The attached contract will take effect October 1, 1982. If Agenda date is delayed or action is deferred beyond September 30, 1982, services will be temporarily discontinued.

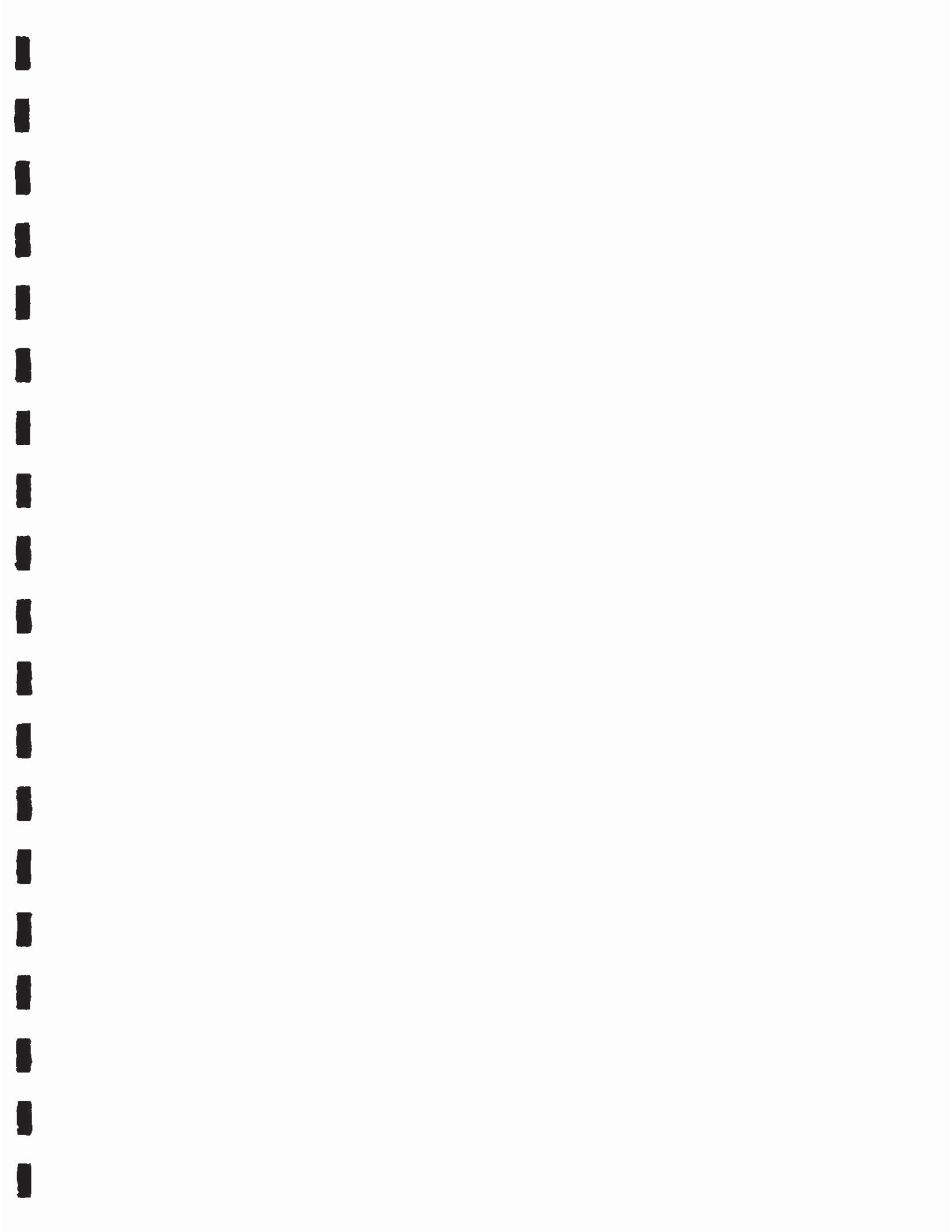
Contact Person for Questions
from the City Manager's Office J. W. Walton

Authorized by 
Department Head

Approved by _____

Assistant City Manager

List Attachments
Contract
Evaluation



The following funding options are available for Family Housing Services in FY83:

Option A*

Contract Amounts

1.	\$192,000	City-Wide Services for 1,350 Charlotte residents
	+66,725	Services to 80 relocatees
	<u>\$258,725</u>	

This option is requested by Family Housing Services, Inc. This level of funding would expand their City-Wide efforts by adding 3 counselors, a consumer education specialist and a secretary to their current staff of a director, 3 counselors, a fiscal officer and a secretary and would add 4 counselors exclusively to serve relocatees.

Option B

Contract Amounts

2.	\$116,000	City-Wide Services (FY81 service level to 1,115 Charlotte residents)
	+66,725	Services to 80 relocatees
	<u>\$182,725</u>	

This option would allow FHS to continue their current level of City-Wide services and add 4 counselors to serve 80 relocatees.

Option C

Contract Amount

\$116,000	City-Wide Services (FY81 service level to 1,115 residents or Services to 60 relocatees)
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This option would continue the present staffing level which could either continue to provide the current level of City-Wide services with no services or minimal services to relocatees or discontinue providing City-Wide services and exclusively serve 60 relocatees.

Option D

Contract Amount

4.	\$192,000	City-Wide Services (Slight increase over FY81 service level to 1,235 residents) and Services to 60 relocatees
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This option would continue City-Wide efforts at a slightly increased service level with the addition of a secretary and a consumer education specialist, who could be utilized either for classes or for one-to-one counseling, and would provide 3 new counselors exclusively to serve 60 relocatees.

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*Contracts for Option A are attached, however Contracts for Options B,C or D can be developed at Council's discretion.

Approval of one of the proposed options is requested in order to continue an existing Home Management and Improvement Program. The counseling services provided by FHS will contribute towards the achievement of the department's housing goals for FY83, if approved.

Source Of Funding: On June 28, 1982, City Council approved the Capital Improvement Projects Budget for FY 83-87, which included funding for the General Revenue Sharing Housing Account. Family Housing Services, Inc. was allocated \$192,000.

Clearances: Community Development and Budget and Evaluation Department.

Bibliography: Community Development Files.
Evaluation.

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OPTION A

FAMILY HOUSING SERVICES, INC.

HOME MANAGEMENT AND IMPROVEMENT PROGRAM

CONTRACT FOR TECHNICAL OR PROFESSIONAL SERVICES

PART I - STATEMENT OF AGREEMENT

THIS AGREEMENT, entered into this 1st day of October, 1982, by and between the CITY OF CHARLOTTE, North Carolina (hereinafter called the "City of Charlotte") and FAMILY HOUSING SERVICES, INC. (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the City of Charlotte has received General Revenue Sharing Entitlement Funds from the United States Department of Treasury pursuant to the State and Local Fiscal Assistance Act of 1972 (Public Law 92-512), as amended by the State and Local Fiscal Assistance Amendments of 1976 (Public Law 94-488); and

WHEREAS, the cooperation of the City of Charlotte and the Contractor is essential for the successful planning and use of General Revenue Sharing Entitlement payments and the successful execution of the City of Charlotte's Community Development Program; and

WHEREAS, it is the desire of the parties that the Contractor engage in certain planning and execution activities directly related to a HOME MANAGEMENT AND IMPROVEMENT PROGRAM for residents of the Greater Charlotte Area; and

WHEREAS, it is the desire of the parties that the Contractor principally and primarily serve low to moderate income residents of the Greater Charlotte Area;

NOW, THEREFORE, the parties hereto do mutually agree to the requirements and provisions of the contract as follows:

PART II - SCOPE OF SERVICES

THE SERVICES REQUIRED of the Contractor shall be directed to and consistent with the ACHIEVEMENT AND PERFORMANCE OBJECTIVES listed below and shall principally and primarily serve low to moderate income residents of the Greater Charlotte Area.

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ACHIEVEMENT AND PERFORMANCE OBJECTIVES

1. IMPROVE the condition of OWNER and TENANT OCCUPIED HOMES, the FINANCIAL STABILITY and HOME MANAGEMENT SKILLS of not less than 1,350 Greater Charlotte Area low and moderate income families by providing professional individual or group counseling and/or Consumer Education in one or more of the service areas described under GENERAL COUNSELING AND CONSUMER EDUCATION SERVICES.
2. PREVENT homeowner mortgage foreclosures for 75% of the homeowners assisted with mortgage delinquencies.
3. PREVENT eviction for not less than 65% of the tenants assisted for rental delinquency.
4. PROVIDE not less than twelve (12) sessions of CONSUMER EDUCATION CLASSES during the contract year, concentrating in designated CD NSA's, focusing primarily on Household Budgeting.
5. PROVIDE services to NSA residents referred by Community Development and Neighborhood Centers Department within one (1) work week after receiving referral.
6. INITIATE services to referrals with emergency type problems within two (2) work days for 65% of clients, and within five (5) work days for 100%.

IN FULFILLMENT OF THESE ACHIEVEMENTS AND PERFORMANCE OBJECTIVES, THE CONTRACTOR SHALL, in a satisfactory and proper manner as determined by the Community Development Department of the City of Charlotte, perform the following services:

A. MANAGEMENT AND ADMINISTRATION RESPONSIBILITIES

1. The Contractor will provide administrative and supervisory services, coordinated planning, implementation and budget control for the program.
2. The Contractor will maintain central records on the program budget.
3. The Contractor will provide a detailed progress report within ten (10) work days after each of the following dates:

February 1, 1983	-	Comprehensive Report
May 1, 1983	-	Comprehensive Report
July 10, 1983	-	Comprehensive Report
September 30, 1983	-	Final Report (and no later than November 1, 1983)

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4. The Contractor will provide the Program Monitor of the Community Development Department of the City of Charlotte with all available reports and other data necessary for the purpose of ensuring that provisions of this contract are properly and adequately fulfilled.
5. The Contractor will be responsible for exercising appropriate monitoring and control procedures with regard to the responsibilities ascribed to the Contractor for the purpose of ensuring that provisions of this contract are properly and adequately fulfilled.
6. The Contractor will REFER program participants needing additional or other social or personal services to the City of Charlotte's Neighborhood Centers Department for diagnostic counseling and referral, or to other appropriate community service agencies, and will FOLLOW UP with the participant and agency involved to determine the adequacy of the service rendered.
7. The Contractor shall neither charge nor in any manner anticipate reimbursement of any costs not specifically designated as an eligible expense under this contract as specified in the PROGRAM BUDGET attached hereto.

B. PROGRAM OPERATION RESPONSIBILITIES

1. The program will be based at Family Housing Services' Central Office, located at 910 North Alexander Street, Charlotte, North Carolina, and will operate Monday through Friday between the hours of 8:30 A.M. and 5:00 P.M.
2. Permission to utilize a field office facility in performing these activities will be requested, secured by the Contractor, and approved by the Program Monitor of the Community Development Department of the City of Charlotte, prior to the Contractor's use of that facility.
3. The Contractor will ensure that all services will be provided at the Contractor's Central Office, in the field offices, and in the homes of residents, when necessary and appropriate.
4. Greater Charlotte Area residents will be informed of the date, time and location of Consumer Education classes at least one week prior to the implementation of each class.
5. The type of counseling provided to each client will be directed toward the specific needs of that individual and his or her family, and will include setting specific

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objectives, developing a case management plan, a method of implementing that plan, and periodic reviews of each client's progress toward meeting those objectives.

6. The overall operation of the program will be the responsibility of the Contractor.
7. Professional and qualified personnel will be retained to staff the program and perform the service required of the Contractor, except for those services to be sub-contracted, which shall receive the prior written approval of the Program Monitor of the Community Development Department of the City of Charlotte.
8. The Contractor will establish and maintain cooperative working relationships with directors and staff of other agencies providing services to NSA residents and will respond to all referrals and requests for counseling services from or on behalf of NSA residents as specified under the type of service to be rendered.
9. The Contractor will maintain a case management system to provide an orderly flow of clients into the program and assure the appropriateness of the program services to the client's needs.
10. The Contractor will report on all NSA residents served, including those for which the Contractor is compensated by another funding source, and the Contractor may count those NSA residents served for which compensation is made by another funding source in reporting the extent to which the Contractor is meeting the Achievement and Performance objectives stipulated under PART II, Section A.
11. The program will be conducted at no cost to NSA residents receiving services from or through the program.

C. GENERAL COUNSELING AND CONSUMER EDUCATION SERVICES

THE CONTRACTOR WILL PROVIDE THE FOLLOWING COUNSELING AND CONSUMER EDUCATION SERVICES on behalf of the client, which are directed toward achieving the client's objectives under the program:

1. Pre-Purchase Counseling - to prepare individuals and families for homeownership, by providing an understanding of what is involved in purchasing and maintaining a home.

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2. Pre-Occupancy Rental Counseling - to provide rental information and assistance to clients in locating subsidized or other suitable housing.
3. Mortgage Delinquency and Default Counseling - to provide assistance to homeowners in remedying mortgage delinquency and default to prevent foreclosure.
4. Rental Delinquency Counseling - to provide assistance to tenants in remedying rental delinquency to prevent eviction.
5. Post-Occupancy Counseling - to assist tenants and homeowners in solving various housing problems, such as substandard housing, landlord-tenant problems, and recertification for subsidized housing.
6. Home Improvement/Rehabilitation - to assist clients in resolving housing code or home rehabilitation problems, promoting decent and safe housing.
7. Energy Conservation Counseling - to assist clients in preventing utility cut offs by means of intervention, and in the conservation of energy through weatherization and utility conservation.
8. Consumer Education - to provide clients with budgeting and money management skills; to inform clients of their consumer rights, roles and responsibilities; to provide clients with information to make good consumer decisions and to set goals and priorities for themselves.
9. Displacement Counseling - to assist homeowners and tenants living in HUD-insured or HUD-assisted housing, who are being threatened with displacement due to rising property values or condominium conversions.
10. Information, Advice, Assistance & Referral - to provide clients with needed information in relation to their problems, and provide appropriate referral to other agencies.

PART III - SCHEDULE OF PERFORMANCE

The SERVICES of the Contractor, as outlined in PART II - SCOPE OF SERVICES, are to commence after the date of execution of this Contract, as of the date first written above, and shall be undertaken and completed in such sequence and in such manner as to assure their success in light of the purpose of this contract and support City of Charlotte's comprehensive Community Development Program.

The HOME MANAGEMENT AND IMPROVEMENT PROGRAM will BEGIN October 1, 1982.

The PROGRAM will OPERATE for twelve months.

The PROGRAM will END September 30, 1983.

IT IS UNDERSTOOD BY BOTH PARTIES that this contract contains a ninety (90) day waiver from the date of execution. Should the City of Charlotte and the Contractor be unable to concur on the implementation of the PROGRAM, this contract shall terminate sixty (60) days after the date of execution. The City of Charlotte shall indicate this termination in writing to the Contractor not less than ten (10) work days prior to the end of the waiver period. In the event of such a termination of this contract, the City of Charlotte shall be liable for only such expenses as were necessary in order to permit the operation of this contract through said waiver period.

PROGRESS REPORTS and reports of program EXPENDITURES will be properly submitted by the Contractor to the Program Monitor of the Community Development Department of the City of Charlotte no later than ten (10) working days after the specified due date.

IT IS EXPRESSLY UNDERSTOOD BY BOTH PARTIES that the Contractor is obligated to notify the Program Monitor of the Community Development Department of the City of Charlotte in the event the Contractor is unable to provide services in such sequence and in such manner as to fulfill the Contractor's obligations and satisfy the requirements of this contract, and that the Contractor will be reimbursed only in the amount of those expenditures actually accrued in providing services under this Contract as designated in PART II - SCOPE OF SERVICES, and PART III - SCHEDULE OF PERFORMANCE, and as specified in the detailed program budget attached hereto.

IN THE EVENT THE CONTRACTOR IS UNABLE TO PROVIDE SERVICES as required, the Contractor will promptly notify the Program Monitor of the CDD of the City of Charlotte in the form of a written request



for contract re-negotiations specifying the problem or problems encountered. Such request will be considered, in and of itself, to give notice that the Contractor recognizes that said re-negotiations will be conducted for the explicit purpose of determining what, if any, modifications to the program can be made to facilitate the Contractor's ability to provide services in such sequence and in such manner as to fully satisfy the terms of the agreement.

The Contractor will adhere to the following performance schedule stipulations:

1. The Contractor will prepare and provide an up-to-date list of names and addresses, both residential and business, of the Contractor's officers and directors to the Program Monitor of the Community Development Department of the City of Charlotte, prior to implementing the program described in this document.
2. Prior to implementing the program in a field office, secure and provide a copy of a "Letter of Agreement" between the Contractor and the owner or agent of the owner responsible for that facility, which includes a waiver of subrogation agreement to the Community Development Department of the City of Charlotte, authorizing the Contractor's use of that facility.
3. Provide written assurance that the method of correlating each client's name and address with a client number, such that NSA and non-NSA residents served can effectively be reported by client number, to preserve and protect the confidentiality of the client and his or her family, will be continued without substantial revision.
4. The Contractor will strictly adhere to a timely schedule for assigning and/or employing staff to provide the services required of the Contractor by this agreement, promptly and without delay, as specified in the program budget attached hereto.

5. The Contractor will complete all final reports and submit a final Disbursement Voucher Request not more than two (2) work weeks after termination of this contract.

PART IV - ACHIEVEMENT, PERFORMANCE AND EXPENDITURE REPORTS

The CONTRACTOR SHALL PREPARE AND SUBMIT periodic PROGRESS REPORTS AND REPORTS OF PROGRAM EXPENDITURES to the Program Monitor of the Community Development Department of the City of Charlotte, documenting accurately and comprehensively the Contractor's progress in fulfilling his obligations specified in PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE and the extent to which achievement and performance objectives have been met. These reports shall provide both qualitative and quantitative information and be provided in a form suitable for reproduction. The format of the Contractor's reports shall be reviewed and approved by the Program Monitor of the Community Development Department of the City of Charlotte prior to submission of the initial report and prior to the submission of successive or special reports if deemed necessary by the Program Monitor of the Community Development Department of the City of Charlotte.

The frequency of progress report submission shall be as specified under PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE with it being expressly understood that the Program Monitor of the Community Development Department of the City of Charlotte reserves the right to request SPECIAL REPORTS at his discretion.

PROGRESS REPORTS shall provide both qualitative and quantitative information in a form suitable for reproduction in which all quantitative information and, where possible, the qualitative information is separated according to N. S. Area and local election district. The format of the Contractor's reports shall be revised and approved by the Program Monitor of the Community Development Department of the City of Charlotte prior to submission of the initial or successive or special reports if deemed necessary by the Program Monitor of the Community Development Department of the City of Charlotte.

Information on program participants shall be reported by the name and address of each participant, unless this provision is waived by the Program Monitor of the Community Development Department of the City of Charlotte for purposes of confidentiality. Information shall also be broken down by race, sex and age, and, if applicable, shall designate permanent or temporary disability.

PROGRESS REPORTS may include any information determined beneficial by the Contractor to document the Contractor's obligations and the extent to which achievement and performance objectives have been met, BUT at a minimum shall provide the following information:

ALL REPORTS (Indicate on face of report, period covered and date submitted.)

QUARTERLY REPORTS

1. List all residents served by case number, documenting the types of services rendered, number of hours provided, and status of each case.
2. Report the types of services provided by the number of residents served and the number of hours of each type of service provided.
3. Report the number of residents referred from other service agencies and other sources, broken down by the agencies or sources making the referrals.
4. Report and briefly describe each Consumer Education class held, date(s), place and time held, and the number of residents enrolled and completing each class.
5. Report the names of NSA residents assisted who have been referred by C. D. and Neighborhood Centers Departments, noting the date the referral was received and the date the service was initiated.
6. Report the number of residents referred for other services, broken down by the services to which they were referred.
7. Report the number of non-NSA residents assisted who have been referred by other agencies.

AUDIT REPORT

Provide a copy of Audit Report certified by the Contractor's Chief Financial Officer or Program Director, no later than sixty (60) days after the end of the contract period.

PART V - COMPENSATION AND METHOD OF PAYMENT

The CITY OF CHARLOTTE AGREES TO REIMBURSE THE CONTRACTOR the total sum not to exceed One Hundred and Ninety-Two Thousand Dollars (\$192,000) for the performance of this contract as outlined in

PART II - SCOPE OF SERVICES and PART III - SCHEDULE OF PERFORMANCE. A detailed budget, reflecting the total dollar amount of this Contract is attached hereto. This budget will be used as a guide for expenditures and reimbursements, and will be approved by the Office of Budget and Evaluation of the City of Charlotte. A copy of the budget will be delivered to the Contractor prior to the execution date of this contract and the official copy of the said budget will remain on file at the Office of the City Clerk of the City of Charlotte. Both parties further agree that the budget shall only be modified by mutual agreement between the Contractor and the Community Development Department of the City of Charlotte, which may include approval of said modification by the Office of Budget and Evaluation of the City of Charlotte. Any such agreement to modify the Budget will be represented by a formal written request, submitted by the Contractor and the Program Monitor of the Community Development Department of the City of Charlotte.

THE CONTRACTOR WILL BE PAID THROUGH DISBURSEMENT VOUCHER REQUESTS with said forms supplied to the Contractor by the Program Monitor of the Community Development Department of the City of Charlotte. EACH VOUCHER REQUEST SHALL BE ACCOMPANIED BY THE PROPER INVOICES AND RECEIPTS AND/OR BY A STATEMENT OF EXPENDITURES accrued and certified by the Contractor's program fiscal officer.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that the Contractor will be reimbursed only in the amount of those expenditures actually accrued in providing services required by this Contract, and that in no event will the total reimbursement to be paid hereunder exceed the maximum sum of One Hundred Ninety Two Thousand Dollars (\$192,000) for all services required.

IT IS UNDERSTOOD by both parties that the effective date of this Contract shall not be valid until such time as the City Council of the City of Charlotte formally approves this contract for execution.

It is understood that the accounting and fiscal management procedures applicable to this contract shall be prescribed by the Director of Finance of the City of Charlotte, and that the Contractor will be informed of these procedures by the Program Monitor of the Community Development Department of the City of Charlotte.

PART VI - TERMS AND CONDITIONS

THIS AGREEMENT is subject to and incorporates all provisions specified in Exhibit A, General Provisions, attached hereto.

IN WITNESS WHEREOF, the City of Charlotte and the Contractor have entered into this Contract as of the date first above written.

ATTEST:
(Seal)

CITY OF CHARLOTTE, NORTH CAROLINA

City Clerk

BY: _____
Eddie Knox, Mayor

ATTEST:
(Seal)

FAMILY HOUSING SERVICES, INC.

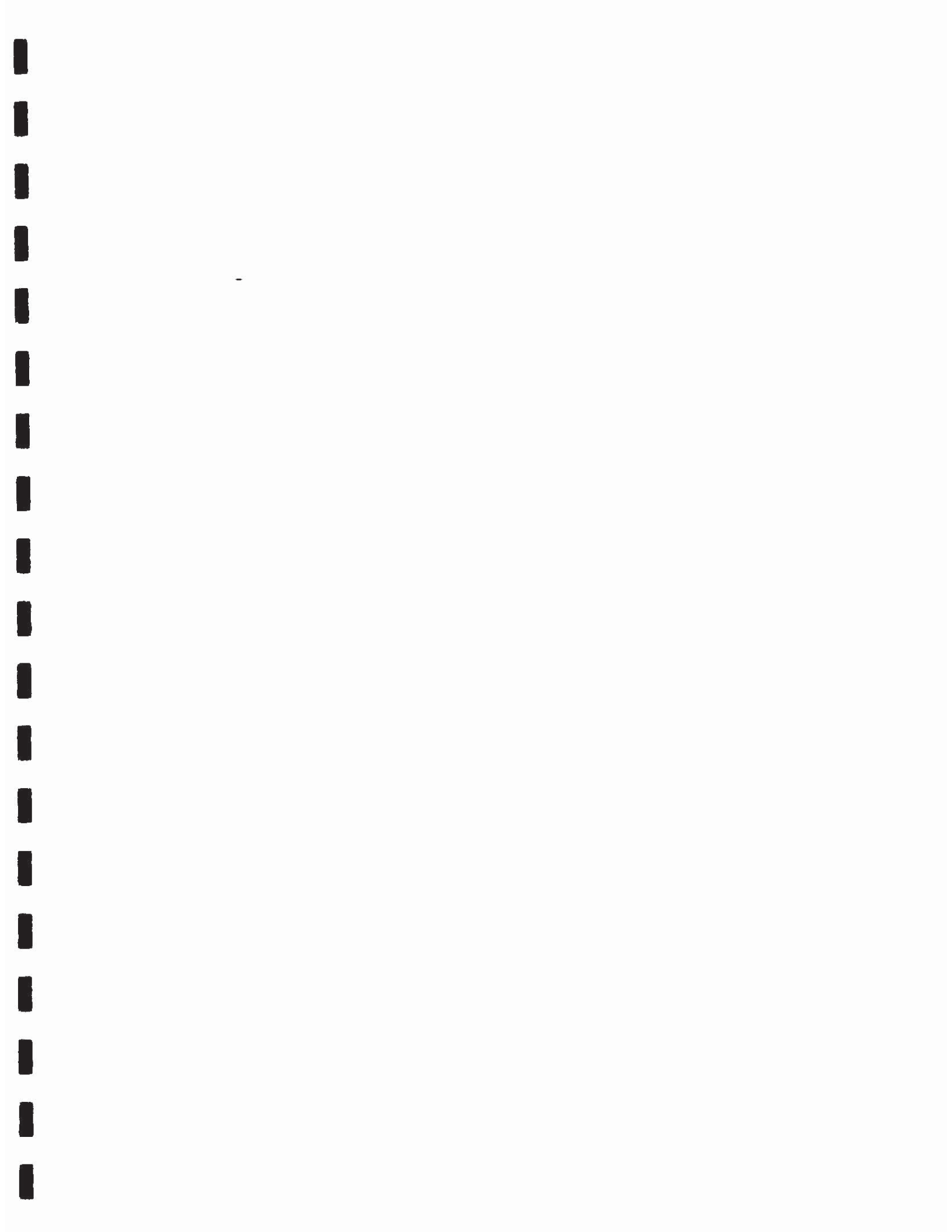


Secretary-Treasurer

BY: 

President

Approved as to form: 
City Attorney



SUMMARY OF BUDGET REQUESTS

1 FUND 2010 Gen. Capital Improvement	2 PROGRAM Family Housing Service	3 ACCOUNT 377.08	4 DEPARTMENT AND ACTIVITY Community Development
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EXPENDITURES

CHARACTER CLASSIFICATION	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST — NEXT YEAR		
				d. TO CONTINUE PROGRAM	e. PROGRAM CHANGES	f. TOTAL
PERSONAL SERVICES	98,547.74	95,028	86,793	170,390		170,390
CONTRACTUAL SERVICES	29,900.21	18,872	15,811	19,510		19,510
COMMODITIES	2,178.60	2,100	2,100	2,100		2,100
CAPITAL OUTLAY	-0-	-0-	-0-	-0-		-0-
LESS. DEPT'L CHARGES						
TOTAL	130,626.55	116,000	104,704	192,000		192,000

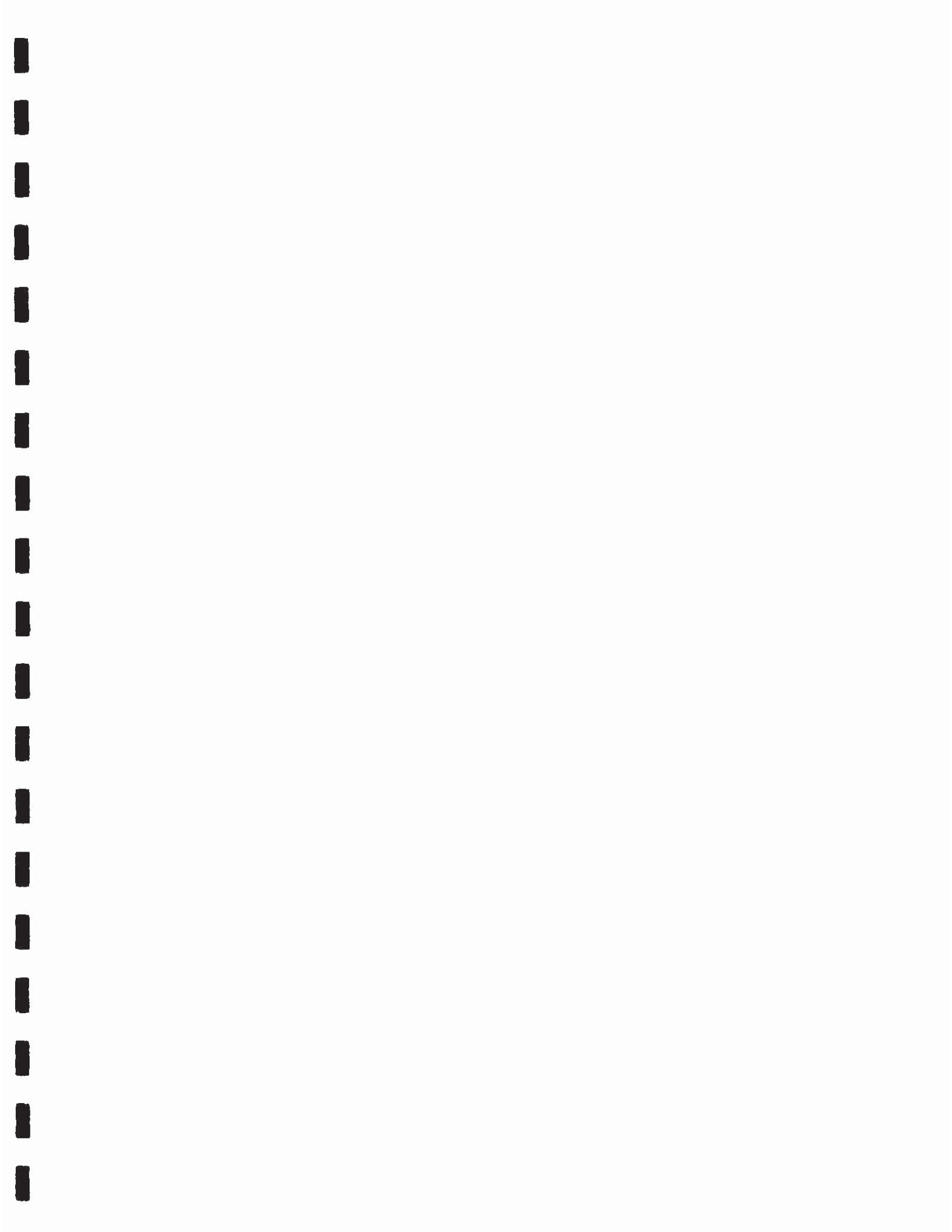
PERSONNEL

POSITIONS	a. ACTUAL LAST YEAR	b. AUTHORIZED THIS YEAR	c. ACTUAL THIS YEAR	REQUEST — NEXT YEAR		
				d. CONTINUE	e. CHANGES	f. TOTAL
FULL TIME	10	6	6	11		11
TEMPORARY	0	0	0	0		0

SELECTED WORKLOAD INDICATORS

INDICATORS	a. ACTUAL LAST YEAR	b. BUDGET THIS YEAR	c. ESTIMATED THIS YEAR	REQUEST — NEXT YEAR		
				d. CONTINUE	e. CHANGES	f. TOTAL

PROGRAM INFORMATION



1 FUND 2010 Capital Improvement		2 PROGRAM Family Housing Serv.		3 ACCOUNT 377.08		4 DEPARTMENT AND ACTIVITY Community Development			
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	0 REQUEST NEXT				
		10-1-80- 9-30-81	10-1-81- 9-30-82		10-1-8 9-30-8				
011	Salaries & Wages - Regular 1 Executive Dir. @ 1,833.33/mo. for 12 mos. = \$22,000 1 Counseling Supvr. @ 1,420.83/mo for 12 mos. = \$17,050 1 Counselor IV @ 1,292.50/mo. for 12 mos. = \$15,510 1 Counselor III @ 1,179.75/mo. for 12 mos. = \$14,157 1 Fiscal Off. @ 1,120.41/mo. for 12 mos. = \$13,445 1 Exec.Sec./Reports Clerk @ 1,075/mo. for 12 mos. = \$12,900 1 Counselor II @ 1,041.66/mo. for 12 mos. = \$12,500 1 Counselor II @ 1,041.66/mo. for 12 mos. = \$12,500 1 Intake Counselor I @ 1,016.66 mo. for 12 mos. = \$12,200 1 Consumer Ed. Spec. @ 1,012.50/mo. for 12 mos. = \$14,150 1 Sec./Receptionist @ 808.33/mo. for 12 mos. = \$9,700	93,423.34	86,500	82,518	156,11				
086	Employee Health Premium 51.50 x 11 employees for 12 mos.	2,729.50	4,100	3,323	6,800				
087	Retirement 03.85% of Gross Salaries	2,394.90	3,456	570	5,906				
089	Unemployment Insurance 6,000/per employee x 11 2.40%	-0-	972	382	1,572				
111	Telephone & Telegraph 666.66/mo. for 12 mos.	6,980.65	7,500	7,500	8,000				
113	Postage 120.00/mo. for 12 mos.	877.94	1,440	735	1,440				
131	Printing 100.00/mo. for 12 mos. FHS Brochurs, Consumer Educ., etc., reporting forms, other	-0-	1,200	1,200	1,200				
141	Rental of Equipment Lease of Copier - \$143.79/mo. for 12 mos.	-0-	1,726	1,692	1,726				



OBJECT DETAIL — CURRENT = 1 Check
CHANGE = 1 One

1 FUND 2010 Capital Improvement		2 PROGRAM Family Housing Serv.	3 ACCOUNT 377.08	4 DEPARTMENT AND ACTIVITY Community Development		
5 OBJECT NUMBER	6 OBJECT TITLE AND EXPLANATION	7 ACTUAL LAST YR.	8 BUDGET THIS YEAR	9 ESTIMATED THIS YEAR	0 REQUEST NEXT	
142	Rental of Land & Buildings	4,323.34	-0-	-0-	-0-	
146	Travel 201 miles/mo. @ .25 per mile for 12 mos. for 5 employees	1,218.28	3,010	1,073	3,010	
151	Maintenance & Repair - Equipment Copier Maintenance & Service Agreement \$74 Repair to calculator & Typewriter \$240	-0-	314	314	314	
172	Legal and Accounting \$175/mo. for 12 mos. Auditing Fees	2,500.00	2,100	2,100	2,100	
179	Professional Fees	14,000.00	-0-	-0-	-0-	
199	Misc. Contractual Services Board & Committee Meetings Annual Public Official Corporation Luncheon \$295	-0-	240	240	295	
271	Office Supplies \$175/mo. for 12 mos.	2,178.60	2,100	2,100	2,100	
611	Fidelity & Liability Bonds Fidelity Bond \$220.08 Gen. Liability (Auto) 241.09 Bus. Auto Overrider 73.36 Spec. Multi-Peril 236.42 Risk Mgmt. Fee 136.05	-0-	824	501	907	
615	Workmens Compensation	-0-	518	456	518	
		130,626.55	116,000	104,704	192,00	

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EXHIBIT A

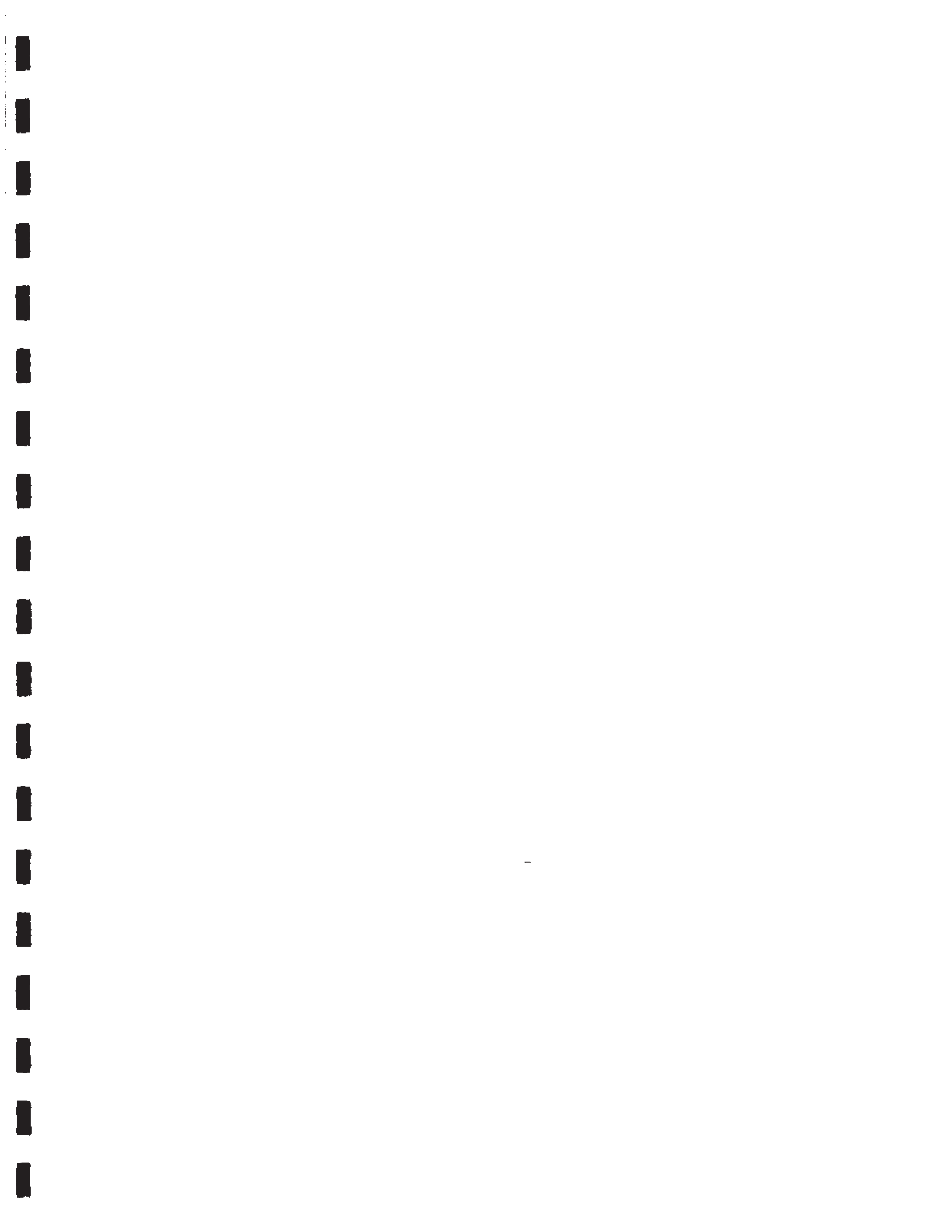
GENERAL PROVISIONS

1. Coordination with the Community Development Department (CDD) of the City of Charlotte -
The Contractor, at such time and in such forms as CDD may require shall furnish the CDD periodic reports as it may request pertaining to the work or services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract, including the expenditure of program funds from sources other than the CDD. Final organization of programs and other pertinent information will be submitted to the CDD. All information, data, reports, and records available and necessary for carrying out of coordination, evaluation, and planning shall be furnished to the CDD by the Contractor without charge; and the Contractor shall cooperate with the CDD in every way possible in the carrying out of the CDD work without undue delay.

2. Program Planning and Management - The Contractor shall exercise good program planning and management practices in performing services and providing end products required by this Contract. The Contractor shall, as a minimum, develop and maintain a work program and financial operating plan in a form suitable to the CDD. The Contractor shall provide these documents for the CDD's examination upon request.

3. Community Development Area Resident Employment - In all work made possible by or resulting from this Contract, the Contractor shall take affirmative action to ensure that residents of the Neighborhood Strategy Areas are given maximum opportunities for employment, job training, and upgrading. First priority shall be given to Neighborhood Strategy Area residents in filling all new and vacated positions. Business concerns located in or owned in substantial part by residents of the Neighborhood Strategy Area will be used to the greatest extent possible. Any waiver of this policy for specific positions requires the written approval of the CDD Director.

The Contractor shall also submit periodic reports to the CDD to completely and accurately represent his plans for and progress made in employing, training and upgrading residents of the Neighborhood Strategy Area.



4. Public Information - Any public policy announcements made concerning any program referenced herein shall require prior written approval of the CDD Director. Any publicity or other public announcements made concerning any program referenced herein shall be coordinated with the CDD and must recognize the Charlotte Community Development Department of the City of Charlotte as the sponsoring agency.
5. Contract Changes - Any deviation, deletion, or addition to the requirements and provisions set forth by this Contract, including any increase or decrease in the amount and method of Contractor compensation, must be incorporated in written amendments to this Contract. If expenses are incurred in excess of the amount allowable under this Contract, the amount of the overexpenditure must be absorbed by the Contractor.
6. Findings Confidential - All audit findings, reports, information, data, etc., prepared or assembled by the Contractor under this Contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization, other than an agency of the United States Government, without prior written approval of the Community Development Director of the City of Charlotte.
7. Termination of Contract for Cause - If, through any cause, the City of Charlotte or the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the City of Charlotte or Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, either party shall thereupon have the right to terminate this Contract by giving written notice to the other party to this contract of such termination and specifying the effective date thereof, at least two weeks before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by the Contractor under this Contract shall, at the option of the City of Charlotte become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City of Charlotte for damages sustained by the City of Charlotte by virtue of any breach of Contract by the Contractor and the CDD may withhold any payments to the Contractor for the purpose of offsetting such costs until such time as the exact amount of damages due the City of Charlotte from the Contractor is determined.

8. Termination for Convenience of the City of Charlotte - The City of Charlotte may terminate this Contract at any time by giving at least two weeks notice in writing from the City of Charlotte to the Contractor. If the Contract is terminated by the City of Charlotte as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract less payments of compensation previously made. Provided, however, that if less than sixty per cent of the services covered by this Contract have been performed upon the effective date of such termination, the Contractor shall be reimbursed (in addition to the above payment) for that portion of actual out-of-pocket expenses (not otherwise reimbursed under the Contract) incurred by the Contractor during the Contract period which are directly attributable to the uncompleted portion of the services covered by this Contract. If this Contract is terminated due to the fault of the Contractor, Paragraph 7 hereof relative to termination shall apply.
9. Records and Audits - The Contractor shall in cooperation with the CDD maintain accounts and records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the CDD to assure proper accounting for all project funds. These records will be made available for audit purposes to the CDD and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the CDD. All costs shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers, or other official documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Contract shall be clearly identified and readily accessible.
10. Limitation on Compensation for Personal Services - Compensation for personal services includes but is not limited to: wages, salaries, and supplementary compensation and benefits. Compensation for employees of the Contractor will be limited to that paid for similar work by local governmental agencies. In cases where the kinds of personal services provided have no counterpart in local governmental agencies, compensation will be limited to that paid for similar work in the labor market in which the Contractor competes for the kinds of personal service involved.

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11. Subcontracts - None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CDD. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.
12. Assignability - The Contractor shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the CDD thereto. Provided, however, that claims for money due or to become due the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the CDD.
13. Political Activity Prohibited - None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used in the performance of this Contract for any partisan political activity, or to further the election or defeat of any candidates for public office.
14. Lobbying Prohibited - None of the funds provided under this Contract shall be used for publicity or propaganda purposes designed to support or defeat legislation pending before the Congress.
15. Maintenance of Effort - Payment of the City shall be conditioned upon the maintenance during the period of this Agreement by the Contractor a level of aggregate expenditures programs or activities similar to those being assisted under this Contract, which is not less than the level or aggregate expenditures for such programs or activities prior to the execution of this Contract. The Contractor will promptly notify the CDD of any matters which have a material tendency to affect compliance with this requirement.
16. Compliance with Local Laws - The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the City of Charlotte not responsible with respect to any damages arising from any tort done in performing any of the work embraced by this Contract.
17. Discrimination Prohibited-
 - a. In all hiring or employment made possible by or resulting from this Contract, there will be no discrimination against any employee or applicant for employment because of race, color, religion, sex, or national origin. Affirmative action will be taken to ensure the applicants are employed, and that employees are treated equally during their period of employment. This requirement shall apply, but not be limited to, the following: employment, upgrading, demotion, or transfer: recruitment or recruitment

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advertising; lay-off or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

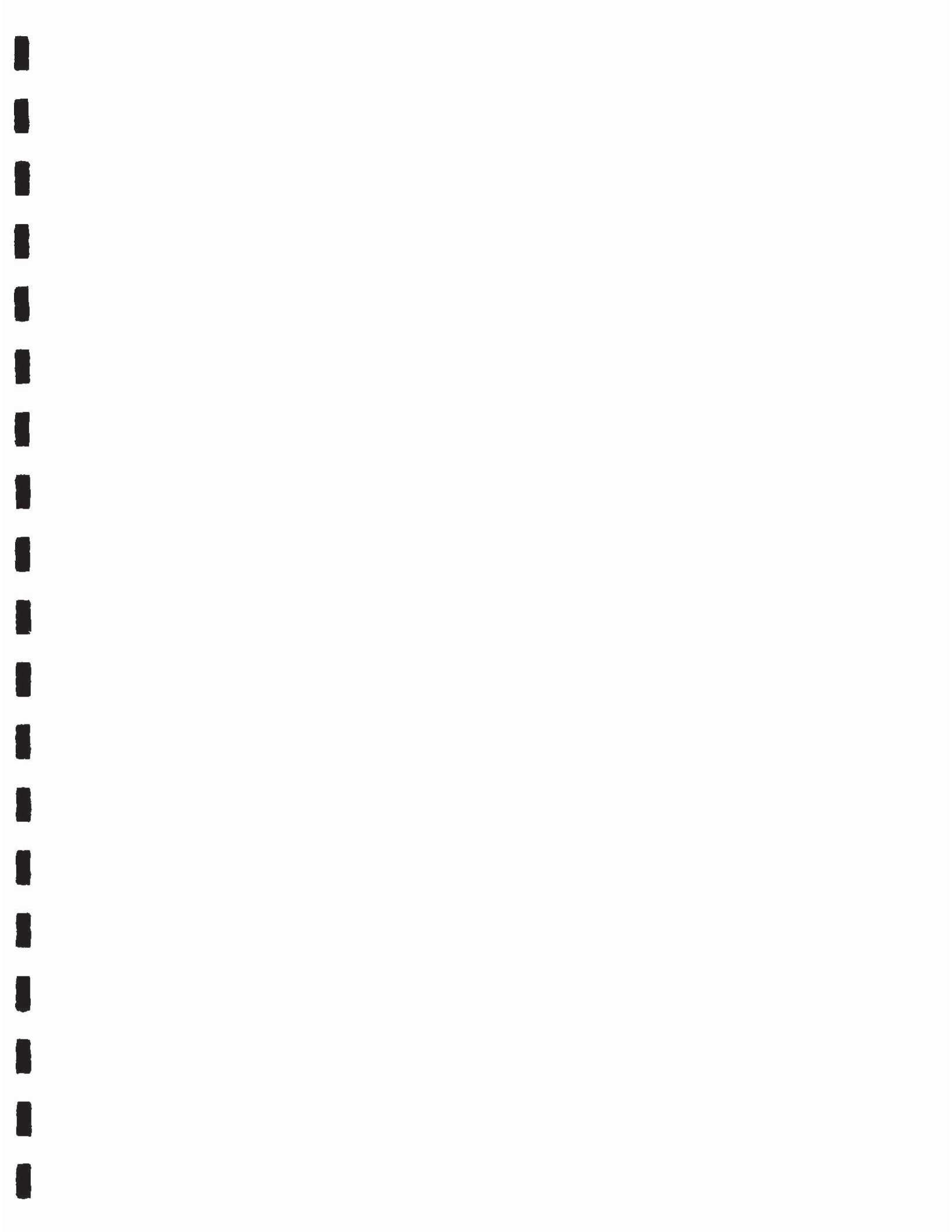
b. No person in the United States shall, on the grounds of sex, race, color, religion, or national origin, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Contract. Contractor and each employer will comply with all requirements imposed by or pursuant to the regulations of HUD effectuating Title VI of the Civil Rights Act of 1964.

c. The Contractor hereby agrees that it will incorporate into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained pursuant to this Contract, the equal opportunity clause which is a part of the labor standard provisions incorporated herein.

d. The Contractor further agrees that it will be bound by the equal opportunity clause and other provisions of 41 CFR Chapter 60 with respect to its own employment practices when it participates in federally assisted construction work: provided, that if the Agency so participating is a State or Local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under this Contract.

e. The Contractor agrees that it will assist and cooperate actively with HUD and the Secretary of Labor in obtaining the compliance of Contractors and subcontractors with the equal opportunity clause and that it will furnish HUD and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist HUD in the discharge of its primary responsibility for securing compliance.

f. The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the City may take any or all of the following actions: Terminate or suspend in whole or in part this Contractor under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Contractor; and refer the case to the Department of Justice for appropriate legal proceedings.



18. Conflict of Interest

a. Interest of Members of the City of Charlotte. No member of the City of Charlotte who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program, shall have any personal financial interest, direct, or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

b. Interest of Other Local Public Officials. No members of the governing body of the locality in which a Community Development Area is situated, and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the Comprehensive Community Development Program shall have any personal financial interest, direct or indirect, in this Contract; and the Contractor shall take appropriate steps to assure compliance.

c. Interest of Contractor and Employees. The Contractor covenants that he presently has no interest and shall not acquire any interest, direct, or indirect, in any Community Development Area or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

d. Interest of Certain Federal Officials. No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of this Contract or any benefit to arise herefrom.

19. Covenant Against Contingent Fees - The Contractor warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the City of Charlotte shall have the right to annul this Contract without liability or, at its discretion, to deduct from the compensation or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

20. Copyrights - If this Contract results in a book or other copyrightable material, the author is free to copyright the work, but the City of Charlotte reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, all copyrighted material and all material which can be copyrighted.

21. Patents - Any discovery or invention arising out of or developed in the course of work aided by this Contract shall be promptly and fully reported to the City of Charlotte for



determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

Provided, however, that this paragraph shall be interpreted in such a manner so as not to unreasonably impede the statutory requirements that maximum opportunity be provided for employment of and participation by residents of the area.

22. HUD Requirements - Unearned payment under this Contract may be suspended or terminated upon refusal to accept any additional conditions that may be imposed by HUD at any time; or if the grant to the City under the Housing and Community Development Act of 1974 is suspended or terminated.
23. Eligible Costs - All costs incurred must be reasonable and of a nature which clearly relate to the specific purposes and end product of the Contract under which the services are being performed. Care must be exercised by the Contractor in incurring costs to assure that expenditures conform to these general standards and the following criteria for eligibility of costs. To be eligible for inclusion in a program, costs must:
 - a. Be necessary and reasonable for proper and efficient execution of the contractual requirements and in accordance with an approved budget.
 - b. Not be a general expense required to carry out regular responsibilities of the Contractor's governing body.
 - c. Be in conformance with any limitations or exclusions in these instructions, Federal laws, or other governing limitations.
 - d. Be no more liberal than policies, procedures, and practices applied uniformly to both Federal assisted and other activities of the Contractor.
 - e. Be accorded consistent treatment through application of accounting policy and procedures approved and/or prescribed herein.
 - f. Not be allowable to or included as a cost of any other Federally financed program in either prior or current periods.
 - g. Be net of all applicable credits such as purchase discounts, rebates, or allowances, sales or publications or materials, or other income or refunds.
 - h. Be in accordance with budgetary or other restrictions of expenses established by the Contractor.
 - i. Be fully documented.

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j. In the absence of acceptable, established policies of the Contractor governing administrative practices, including policies with respect to employment, salary and wage rates, working hours and holidays, fringe benefits (health and hospitalization, retirement, etc.), vacation and sick leave privileges, and travel, the Contractor shall, in general, comply with such policies established by the City of Charlotte. Such policies and practices should take account of situations where the Contractor is a temporary, non-governmental entity composed primarily of part-time staff which may have full-time employment elsewhere. In such situations fringe benefits and other personnel policies should recognize the need of exercising prudence and economy in the use of City of Charlotte funds and should not establish long-term programs nor provide for overlapping benefits for part-time employees, even though such policies would be otherwise consistent with local policies and the criteria in this Contract.

24. Ineligible Costs - The following costs are specifically ineligible:

- a. Accounting - Costs of maintaining central accounting records necessary for overall purposes such as appropriation or fund accounts by the Treasurer, Comptroller or similar officials and the cost of establishing and maintaining accounting or other information systems required for the management for each program, in excess of those costs not specifically allowed under "Cost Allocation Plan" adopted by the United States Environmental Protection Agency, June 6, 1975, and/or specified in the official Program Budget, will be considered to be an expense of the Contractor and unallowable.
- b. Bad Debts - Any losses arising from uncollectable accounts and other claims, and related costs.
- c. Budget - Costs of maintaining a central budget office.
- d. Contingencies - Contributions to a contingency reserve or any similar provision for unforeseen events.
- e. Contributions and Donations.
- f. Entertainment - Costs of amusement, social activities, and incidental costs, such as meals, beverages, lodging, and gratuities, relating to entertainment.
- g. Fines and Penalties - Costs resulting from violations of or failure to comply with Federal, State and local laws and regulations.
- h. Interest and other financial costs - Interest on borrowing (however represented), bond discounts, cost of financing and refinancing operation, and legal and professional fees paid in connection therewith.

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i. Legal Expenses - Legal services furnished by the chief legal officer of the Contractor and his staff for the purpose of discharging their general responsibilities as legal officers. Legal expenses for the prosecution of claims against the City of Charlotte or the Federal Government.

j. Legislative Expenses - Salaries and other expenses of local governmental bodies such as school boards whether incurred for purposes of legislation or executive direction.

k. Membership Expenses - Cost of membership in an organization which devotes a substantial part of its activities to influencing legislation.

l. Meeting Attendance - Costs of attending meetings, which are not open for attendance on a non-segregated basis.

25. Compliance with Legislative Act - The Contractor agrees to assist the City of Charlotte in complying with the Housing and Community Development Act of 1974.

26. Restriction on Disbursements - No money under this Contract shall be disbursed by the Contractor except pursuant to a written contract which incorporates the applicable General Conditions and unless the Contractor is in compliance with HUD requirements with regard to accounting and fiscal matters, to the extent they are applicable.

27. Labor Standards - There shall be included in all Contracts and Sub-Contracts made possible by or resulting from this Contract, with private entities the applicable labor standards provisions.

28. Property Control - In the event that property or equipment is purchased for and/or assigned to the contract program by the City of Charlotte or the Contractor uses, in whole or in part, funds provided by the contract for the purchase or construction of property or equipment, said property or equipment shall belong to the City of Charlotte and subject to the property control procedures and regulations of the City of Charlotte.

The Contractor shall have the exclusive right to the use of the aforementioned property and equipment under this and/or any subsequent but similar contractual agreement or other agreements with the City of Charlotte provided that said property and equipment either continues to be used by the Contractor for the explicit purpose for which it was purchased or assigned to the contract program or continues to be used by the Contractor to deliver services which are identical or similar to those stipulated by this contract.

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Other agreements shall include, but are not limited to non-compensatory agreements pertaining only to the continued use and maintenance of said property and equipment by the Contractor to deliver services which are identical or similar to those stipulated by this contract but which are funded, in whole or in part, from another source or sources.

The Contractor shall make the aforementioned property and equipment available to the Community Development Department to be transferred to and used by other Community Development Human Resource Programs when said property and equipment is not being used by the Contractor according to the provisions stated above. The transfer of said property and equipment shall be made only if such action does not disrupt the delivery of services required by the Contractor.

Final disposition or placement of the aforementioned property and equipment, including transfer of ownership, to the Contractor or any other agency or department of the City of Charlotte in anticipation of or upon termination of the City's Community Development Program shall be consistent with applicable federal property management standards pertaining to the utilization and disposition of property acquired in whole or in part with Federal funds and shall require formal action by the City Council of the City of Charlotte.

29. Personnel -

a. Unless the Cost of certain personnel are expressly specified as an eligible expense under this Contract, the Contractor represents that he has, or will secure at his own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the City of Charlotte.

b. All of the services required hereunder will be performed by the Contractor or under his supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under the State and local law to perform such services.

30. Identification of Documents - All reports, maps, and other documents completed as a part of this Contract, other than documents exclusively for internal use within the City of Charlotte, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): Name of City of Charlotte, day, month, year of the preparation and if pertaining to a specific Community Development Area or portion thereof, the name of that Community Development Area.

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31. Audits and Inspections - At any time during normal business hours and as often as the City, HUD and/or the Comptroller General or his designees shall desire, the Contractor will make available for examination all of its records with respect to all matters covered by this Contract with the exception of records pertaining to an individual program participant which would, or may be interpreted by that individual, his parent or guardian as violating that individual's right to privacy and will permit the City of Charlotte, HUD and/or representatives of the Comptroller General to audit, examine and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Contract.
32. Research Using Community Development Area Residents - Any research effort carried out by the Contractor involving the direct or indirect participation of residents of the Community Development Areas shall require the prior written approval of the Community Development Department Director.
33. Attendance at Community Development Department Scheduled Meetings - The Contractor agrees to be adequately represented at meetings scheduled by the Community Development Department. It is the intent of this provision that the person directly responsible for the services referenced herein be personally in attendance at the aforementioned meetings.
34. Indemnification and Insurance - The Contractor shall indemnify and save harmless the City of Charlotte, its officials and employees, from all claims, loss, damage, injury, liability, cost and expenses of any kind or nature (including attorney's fees) caused by or resulting directly or indirectly from the nature of the work or services covered by this contract.

The Contractor shall maintain policies of insurance as specified below for the duration of this contract with an insurance company acceptable to the City and will furnish certificates of such insurance to the City with the provisions that the City will be given 30 days written notice of any intent to terminate such insurance either by the Contractor or the insuring company.

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Coverage

Limits of Liability

Auto-Bodily Injury & Property Damage
Liability covering owned and non-
owned autos

300,000 BI
100,000 PD

Bond-Blanket Fidelity in an amount to be
determined by the City

Comprehensive General Liability

300,000 BI
100,000 PD

Workmen's Compensation

Statutory

Additional coverages may be required to the extend deemed necessary by the City and the Contractor.

The Contractor agrees to maintain fire, extended coverage, and vandalism and malicious mischief insurance on the owned buildings and on personal property of the Contractor contained therein incidental to the discharge of this contract to the extent of its full insurable value; the City shall do the same with respect to its property located in or on the demised premises. Contractor and City hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the Contractor's premises, or property in or on the Contractor's premises.

35. The Contractor shall be required to maintain a financial management system which complies with Attachment G of OMB Circular No. A-102, "Standards For Grantee Financial Management Systems," and OMB Circular A-87, "Cost Principles Applicable to Grants and Contracts with State and Local Governments."

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COMMUNITY DEVELOPMENT DEPARTMENT REPORT
GENERAL REVENUE SHARING PROGRAM EVALUATION

NAME OF PROGRAM: HOME MANAGEMENT AND HOME IMPROVEMENT
PERIOD COVERED: October 1, 1981 - June 30, 1982
DATE PREPARED: August 20, 1982
CONTRACTOR: Family Housing Services, Inc.

SUMMARY:

- The contract was approved by City Council on September 28, 1981 for \$116,000.
- During the nine months covered by this evaluation, the program served 1,060 different clients of which 13% were Neighborhood Strategy Area residents. The Contractor served an average of 353 clients per quarter.
- During this 9-month period, program expenditures totaled \$75,938.94, or 65% of the amount budgeted.
- The cost per client was \$71.64, or \$59.14 per hour of service.

MAJOR FINDINGS:

1. The program is meeting all four of its contract objectives. (See ACHIEVEMENT OF OBJECTIVES.)
2. The program has met 95% of its client goal. (See Table 1 for a breakdown by types of service provided.)
3. The program has a good system of tracking clients. The quarterly reports provide information regarding the type of service provided, hours of service provided, and final disposition or current status of the client.
4. The largest single category of service provided through the third quarter was Information, Advice and Assistance, with 60% of the total number of persons served receiving this service. Mortgage Default Counseling was the next largest category of service, serving 26% of the clients; followed by Pre-Purchase Counseling (5%), Pre-Occupancy Counseling (4%), Landlord/Tenant Problems (2%), Rental Delinquency (2%), and Home Improvement/Rehabilitation (less than 1%). At the time of this report, the Consumer Education component had not served any clients.

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Although the greatest number of persons were served by Information, Advice and Assistance, only 22% of the total counseling hours were devoted to this component; whereas the second largest category of clients served, Mortgage Default Counseling, accounted for 55% of the total counseling hours (see Table 1).

5. Of the 206 persons receiving counseling for mortgage or rental delinquencies, 79% are achieving positive results and are still being assisted. (See Table 2 and Objective No. 2 for further details.)

ACHIEVEMENT OF OBJECTIVES:

1. IMPROVE THE CONDITION OF OWNER AND TENANT OCCUPIED HOMES, THE FINANCIAL STABILITY AND HOME MANAGEMENT SKILLS OF NOT LESS THAN 1,115 GREATER CHARLOTTE AREA FAMILIES BY PROVIDING PROFESSIONAL INDIVIDUAL OR GROUP COUNSELING AND/OR CONSUMER EDUCATION IN ONE OR MORE OF THE SERVICE AREAS DESCRIBED UNDER PROGRAM OPERATION.

Through the third quarter, a total of 1,060 different clients (95% of objective) were served by the program. Several clients were served in more than one quarter, and some clients also received more than one type of counseling. The total served, 1200 clients, is reflected in Table 1.

2. REDUCE BY NOT LESS THAN 35% THE NUMBER OF HOMEOWNER MORTGAGE DEFAULTS AND FORECLOSURES AND THE NUMBER OF TENANT DELINQUENCIES AND EVICTIONS AMONG GREATER CHARLOTTE AREA RESIDENTS ASSISTED FOR THIS PURPOSE.

Of the 185 persons assisted for mortgage delinquencies, 150 (81%) are still being assisted and are achieving positive results. Only 5 (3%) experienced foreclosure, 25 (13%) terminated counseling without improving their situation and 5 (3%) sold their homes.

Of the 21 persons assisted for rental delinquency, 9 (43%) are now current and 3 (14%) are still being assisted and are achieving positive results. Only 4 (19%) moved because of their delinquency and 5 (24%) terminated counseling without improving their situation.

3. PROVIDE NOT LESS THAN 4 SERIES OF CONSUMER EDUCATION CLASSES, DURING THE CONTRACT YEAR.

At the time of this evaluation, the first two series of Consumer Education classes had just been held, and thus information was not available on the number of persons who attended, or the cost of the sessions. The Contractor has indicated the final two classes will be held by the end of the contract year, and thus the objective will be met.

4. INITIATE SERVICES TO NSA RESIDENTS REFERRED BY THE COMMUNITY DEVELOPMENT AND NEIGHBORHOOD CENTERS DEPARTMENTS FOR GENERAL COUNSELING SERVICES WITHIN ONE WORK WEEK AFTER RECEIVING A REFERRAL FOR SUCH SERVICES FROM EITHER OF THESE DEPARTMENTS.

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Thirty-two (32) persons were referred to the Contractor by the Community Development and Neighborhood Centers Departments through the third quarter. The Contractor began working with all except three (9%) of these persons within one week of the referral; averaging 1.3 days from the time of referral to the initiation of counseling.

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Table 1
 FAMILY HOUSING SERVICES

Performance Data
 through
 Third Quarter

	Pre- Purchasing Counseling	Pre- Occupancy Counseling	Mortgage Default Counseling	Rental Delinquency	Landlord- Tenant Problems	Home Improvement/ Rehab	Consumer Education	Information Advise & Assistance	TOTAL
Total Hours =	100 (7.8%)	67 (5.2%)	707 (55%)	68 (5.3%)	47 (3.7%)	14 (1.1%)	0 (0%)	281 (21.9%)	1284 (100%)
No of Clients =	59	46	317	27	28	4	0	719	1200
Hours per Client =	1.7	1.5	2.2	2.5	1.7	3.5	0	.4	1.1
% of TOTAL CLIENTS	4.9%	3.8%	26.4%	2.3%	2.3%	.3%	0	60.0%	100%

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Table 2
RESULTS OF COUNSELING FOR MORTGAGE
AND RENTAL DELINQUENCIES

<u>RESULTS</u>	<u>MORTGAGE</u>		<u>RENTAL</u>	
	<u>No.</u>	<u>%</u>	<u>No.</u>	<u>%</u>
Forebearance	30	16.2	-	-
Reinstatement	67	36.3	-	-
Assignment	3	1.6	-	-
Assistance Given	1	.5	-	-
Case Still Open	49	26.5	2	9.5
Rent Current	-	-	9	42.9
Rent Payment Plan	-	-	1	4.8
Moved - Delinquent	-	-	4	19.0
Client Termination	25	13.5	5	23.8
Sold House	5	2.7	-	-
Foreclosure	<u>5</u>	<u>2.7</u>	<u>-</u>	<u>-</u>
TOTALS	185	100.0	21	100.0

