# AGENDA

| | |
|---|---|
| Meeting Type: | B |
| Date: | 10-12-1992 |

City of Charlotte, City Clerk's Office

**MAYOR'S SCHEDULE**
**October 12, 1992**

**6:30 p.m. CITIZENS' HEARING**

1. Invocation by Rev. Charles Foushee, Ridgeview Baptist Church

2. Dr. Barry Miller - Will present pewter cups to Council on behalf of the USS Charlotte Commissioning Committee.

3. Certificate of Appreciation to Eddie West, Vice President of Environamic.

4. John Spegal, Chairman of Clean City Committee will make presentation to first winner of Neighborhood Recognition Program.

5. Jack Copeland, with Myers Park Foundation, 2044 Sherwood Ave., 28207, 333-4159 - Give the City some money for the replenishing of the trees in the Myers Park area.

6. Nan Pierce, 825 E. Fourth St., 28202, 336-7897 - Workers Compensation

7. David Holland, 825 E. Fourth St., 28202, 336-7897 - Rightsizing

8. Larry Sosebee, 3201 June Dr., 28205, 563-5047 - Property Damage - WASN'T there

9. Harvey W. White, 1300 Queens Rd., 375-7052 - Air Pollution

10. Daniel Seeman, 4936 Broken Saddle Ln., 28226, 364-3676 - Airport Matters

11. John Jennings, 2812 Beatties Ford Rd., 28216, 393-8823 - Fun City

12. R. P. Majors, 2749 Ricardy Place, 332-7298 - Colony Road Barricade.

13. Hoke Nash, 2905 Rockbrook Drive, 523-3950 - Barricade on Colony Road at Myers Park High.

14. Rose Compton, 2746 Picardy Place, 333-5812 - Barricade on Colony Road at Myers Park High.

→ additions

**7:00 P.M. - CITY COUNCIL MEETING**

1. Announcements

| | |
|---|---|
| Wednesday, October 14 - 4:00 p.m. | Transportation Committee - Room 270 |
| Thursday, October 15 - 3:30 p.m. | Planning Committee - Room 270 |

2. The following requests to speak to agenda items have been received:

   (a) Agenda Item No. 3 - Consent, #21-D

      (1) Nathaniel Jones, Jones Grading & Fencing, 539 State St., 28208, 334-2174

Don Seeman - 7936 Broken Saddle Lane

Lee Rea 4030 Rea Rd

Item # 22
Colony Rd.

✓ Skipper Beatty 1300 Queens Rd
332-1213 Animal Shelter

Jacques D. Kibler 375-4993
329 Plymouth Ave
Item # 12

CHARLOTTE

# Meetings in October '92

## OCTOBER 1 - 2

**1, Thursday**

9 00 a m — **AUDITORIUM-COLISEUM-CONVENTION CENTER AUTHORITY** New Convention Center Marketing Office, 2940 One First Union Center

10 00 a m — **AIRPORT ADVISORY COMMITTEE** Charlotte Douglas International Airport, Conference Room A

10 00 a m — **PARADE PERMIT COMMITTEE** CMGC, 6th Floor Conference Room

3 30 p m — **CITY COUNCIL PLANNING COMMITTEE** CMGC, Room 270

## THE WEEK OF OCTOBER 5 - 9

**5, Monday**

8 00 a m — **MAYOR'S INTERNATIONAL CABINET** - CMGC, Room 118

11 30 a m — **PLANNING COMMISSION/Planning Committee** - CMGC, 8th Floor Conference Room

12 00 Noon — **PLANNING COMMISSION/Work Session** CMGC, 8th Floor Conference Room

5 00 p m — **CITY COUNCIL WORKSHOP** - CMGC, Conference Center

**9, Friday**

8 30 a m — **POLITICAL CONSOLIDATION WORKSHOP** CMGC, Conference Center

## THE WEEK OF OCTOBER 12 - 16

**12, Monday**

5 00 p m — **COUNCIL/MANAGER DINNER** - CMGC, Conference Center

6 30 p m — **CITIZENS HEARING** CMGC Meeting Chamber (Televised Live on Cable Channel 32)

7 00 p m — **CITY COUNCIL MEETING** - CMGC, Meeting Chamber (Televised Live on Cable Channel 32)

7 00 p m — **HISTORIC LANDMARKS COMMISSION** Commission Office The Law Building, 730 E Trade St , St 100

**13, Tuesday**

4 00 p m — **AIRPORT ADVISORY COMMITTEE** - Charlotte/Douglas International Airport Main Terminal, Conference Room A

6 00 p m — **YOUTH INVOLVEMENT COUNCIL** - CMGC, Conference Center

**14, Wednesday**

8 00 a m — **CLEAN CITY COMMITTEE** CMGC, Room 270

3 00 p m — **HISTORIC DISTRICT COMMISSION** - CMGC, 8th Floor Conference Room

**15, Thursday**

2 00 p m — **CMUD ADVISORY COMMITTEE** - Utility Dept , 5100 Brookshire Blvd

4 00 p m — **CHARLOTTE-MECKLENBURG ART COMMISSION/Executive Committee** - CMGC, 8th Floor Conference Room

**16, Friday**

7 30 a m — **PLANNING COMMISSION/Planning Liaison Committee** CMGC, 8th Floor Conference Room

(CONTINUED ON BACK)

*Public Service And Information Department*

*600 East Fourth Street*

*Charlotte NC 28202 2861*

*704/336-2395*

## THE WEEK OF OCTOBER 19 - 23

**19, Monday**

4 30 p m — **PLANNING COMMISSION/Executive Committee** - CMGC, 8th Floor Conference Room

5 00 p m — **COUNCIL/MANAGER DINNER** - CMGC, Meeting Chamber Conference Room

6 00 p m — **CITY COUNCIL MEETING/Zoning Hearings** - CMGC, Meeting Chamber

**20, Tuesday**

2 00 p m — **HOUSING AUTHORITY** - Authority Office, 1301 South Boulevard

**21, Wednesday**

5 00 p m — **CITIZENS CABLE OVERSIGHT COMMITTEE** - Cablevision of Charlotte, 316 E Morehead Street

7 00 p m — **METROPOLITAN PLANNING ORGANIZATION (MPO)** - CMGC, Conference Center

**22, Thursday**

4 30 p m — **TRANSIT ADVISORY COMMITTEE** - CMGC, Room 119

## THE WEEK OF OCTOBER 26 - 31

**26, Monday**

4 30 p m — **PLANNING COMMISSION/Zoning Committee** - CMGC, 8th Floor Conference Room

**27, Tuesday**

1 00 p m — **CITY ZONING BOARD OF ADJUSTMENT** - Hal Marshal Center, 700 N Tryon Street, Building Standards Training Room

**28, Wednesday**

7 45 a m — **PRIVATE INDUSTRY COUNCIL** - CMGC, Rooms 270-271

9 00 a m — **AUDITORIUM-COLISEUM-CONVENTION CENTER AUTHORITY** - New Convention Center Marketing Office, 2940 One First Union Center

**29, Thursday**

7 30 a m — **FIREFIGHTERS RETIREMENT BOARD** - 428 E Fourth Street, Suite 205

5 00 p m — **CHARLOTTE-MECKLENBURG ART COMMISSION** - CMGC, 8th Floor Conference Room



**These organizations will not meet in October:**
Community Relations Committee
Insurance & Risk Management Advisory Board

Monday, October 12, 1992 City Council Agenda
Table of Contents


| ITEM NO. | | PAGE NO. | ATTACH. NO. |
|---|---|---|---|
| | PUBLIC HEARING | | |
| 2. | Voluntary Annexation/ Highway 51 | 2 | 1 |
| 3. | Vote on Consent Items | 2 | |
| | POLICY | | |
| 4. | Annexation Final Report | 3 | |
| 5. | Mecklenburg/Union MPO | 4 | 2 |
| 6. | Charlotte-Rock Hill Transit Service | 6 | 3 |
| 7. | Stormwater | 8 | |
| 8. | City Services Assessment Contract | 8 | 4 |
| 9. | November Workshop | 10 | |
| | BUSINESS | | |
| 10. | Refinancing General Obligation Bonds | 11 | |
| 11. | Transit System Advertising Contract | 12 | |
| 12. | Lockwood Community Improvements | 13 | |
| 13. | Economic Development Loan Refinancing | 15 | 5 |
| 14. | Loans for Rehab/Sale of City Within A City Homes | 17 | 6 |
| 15. | Cultural Facilities and Program Task Force | 22 | 7 |
| 16. | Attendance Requirements for Boards and Committees | 24 | 8 |
| 17. | Transit Advisory Committee | 25 | |
| 18. | Boards and Commissions | 26 | 9 |
| | CONSENT | | |
| 19. | Water Tank Budget Ordinance | 26 | 10 |
| 20. | Drug Court Budget Ordinance | 27 | |
| 21. | Bids | 28 | |
| 22. | Colony Road Design Agreement | 34 | |
| 23. | Contract with Town of Matthews | 35 | |
| 24. | Stormwater Billing Computer | 37 | |
| 25. | Water Tank Inspection Contract | 38 | |
| 26. | Williams Lake Dam Design Contract | 39 | |
| 27. | Tri-Party Loan Agreement | 40 | 11 |
| 28. | Home Purchase Loan | 42 | 12 |
| 29. | Code Enforcement | 43 | 13-19 |

| ITEM NO. | | PAGE NO. | ATTACH. NO. |
|---|---|---|---|
| 30. | City Within A City Loan/ Equity Pool | 44 | 20 |
| 31. | Surplus Equipment | 46 | |
| 32. | Municipal Agreements | 46 | |
| 33. | Utility Agreement | 48 | |
| 34. | Speed Limit | 49 | |
| 35. | Special Officer Permit | 49 | |
| 36. | Tax Refund | 49 | |
| 37. | Property Transactions | 50 | |

CHARLOTTE

*Mayor Richard Vinroot* *Mayor Pro Tem Ann Hammond*

*Stan Campbell* *Hoyle H Martin*
*Daniel G Clodfelter* *Cyndee Patterson*
*Patrick McCrory* *Don D Reid*
*Nasif Rashad Majeed* *Ella Butler Scarborough*
*Thomas A Mangum* *Lynn M Wheeler*

# *Council Agenda*

CITY COUNCIL MEETING
Monday, October 12, 1992

5:00 p.m. Conference Center

Council-Manager Dinner

6:30 p.m. Meeting Chamber

Invocation
- Rev. Charles Foushee
  Ridgeview Baptist Church

Citizens Hearing

7:00 p.m. Formal Business Meeting

Clod/Mangum unan.

1. Consider approval of minutes of August 17 Special Meeting, August 18 Joint City, County, School Board Meeting, August 24 Briefing, August 24 Citizens Hearing, August 24 Regular Meeting, and September 8 Zoning Meeting.

PUBLIC HEARINGS

2. Conduct a public hearing on the voluntary annexation of property owned by the City (Highway 51 Park Property).

Staff Resource: Dick Black

Annexation: Continuing the policy of annexing adjacent City owned property, staff has identified two parcels containing a total of 107.16 acres fronting on North Carolina Highway 51. Both parcels are contiguous to the City's corporate limits. A map is attached.

Public Hearing: City Council is requested to conduct a public hearing on the voluntary annexation of the Highway 51 Park property. Adoption of an ordinance to extend the corporate limits to include the subject property will be scheduled for the December 14 Council meeting in order to comply with the 60-day notice requirement in the Spheres of Influence Agreement.

Mangum/Wheeler unan.

Clearances: This area is recommended by the Planning staff as well as by the City Manager's office and the City Attorney's office.

Attachment No. 1
Planning

VOTE ON CONSENT ITEMS

3. Agenda items 19 through 37 may be considered in one motion except for those items removed from the consent agenda as a result of a Councilmember making such a request of the City Clerk prior to the meeting.

Staff Resource: Pam Syfert

Hammond/Clodfelter
Except for
21 D + E
22
29 A
Unanimous

POLICY

Hammond/ Wheeler Lemon.

4. Recommend approval of the final reports for the seven proposed annexation areas.

Staff Resource: Dick Black

Annexation Areas: U.S. 21/N.C. 115, U.S. 29/N.C. 49, Hembstead/ Providence Plantation, Providence Road/Providence Road West, Elm Lane West/Providence West, York Road/Beam Road, and N.C. 16/N.C. 27.

Annexation Plan: On September 14, 1992, City Council adopted Resolutions of Intent to consider annexing seven areas.

- The final reports, called the Annexation Plan, are the next step required by law.
- The plans must be approved and placed on file with the City Clerk for public inspection at least thirty days prior to the public hearing scheduled for November 12.
- Copies of the preliminary report were given to Council at the September workshop; copies of the final report are in the Council library.
- The report includes relevant maps, a statement indicating how the area meets annexation criteria, a description of services to be provided, a statement on the method by which the City plans to finance the extension of services and an impact statement on rural fire departments and fire protection.
- The report may be amended again by City Council following the public hearing, if they so decide.

Planning

Funding: The Preliminary Report indicated projected services costs of $2,187,778 and $2,285,218 in the first and second years respectively, offset by projected revenues of $5,452,588 and $6,574,991 in the first and second years of annexation. Capital improvement funds of $13,628,221 are proposed for construction of water/sewer service and reconstruction of streets and a bridge.

Clearances: Representatives of the City Manager's staff, the City Attorney, Budget and Evaluation, and all affected departments have been involved in various stages of the annexation process.

Not onto Amend opt on 1 to give City 10 votes and reduce State to 1 vote

Martin / Mangum

Scar - Sub. mot on

Clod - w/ Amendments

Vote on Sub. mot on

For - Scar - Hamm - Clod

Others - No

Vote on original mot. on

Yes - All but Clodfelter

5. Consider a suggested voting structure and policy for the proposed Mecklenburg/Union Metropolitan Planning Organization (MPO) and direct the City's representative to the MPO on this issue.

Staff Resource: Julie Burch

Council Action: City Council is asked to:

(1) Consider a suggested voting structure and policy for the proposed Mecklenburg/Union Metropolitan Planning Organization (MPO).

(2) Direct Council's MPO representative to support the proposed voting structure and policy, or present other alternatives, when this issue is discussed at an October 21 MPO meeting.

Purpose: To determine Council's preference for the voting structure and policy provisions to be incorporated in the new Memorandum of Understanding for the Mecklenburg/Union MPO.

Options

Option 1

The voting structure receiving the greatest support at the September 16 MPO meeting provides Charlotte with 9 votes, Mecklenburg County with 2 votes, N.C. Board of Transportation (NCBOT) with 2 votes, and the remaining 10 members with 1 vote each for a total of 23 votes. This structure requires Charlotte to gain the support of at least 1 more jurisdiction, in addition to Mecklenburg County or the NCBOT, in order to have a majority of the votes on the MPO.

MANAGER'S OFFICE

The following voting policy (a new provision in the Memorandum of Understanding) was supported by representatives of the jurisdictions at the September 16 meeting:

(a) A simple majority (weighted) shall determine all issues except as provided in (b) and (c) below.

(b) When any project involves a road which is totally within a single municipality and does not have an Interstate, U.S., or N.C. route designation, its location shall be determined only with the consent of that municipality.

(c) When any portion of a multi-jurisdictional project is within a municipality's boundaries (including any extra-territorial zoning jurisdiction) and the project involves a road which does not have an Interstate, U.S., or N.C. route designation, a decision on that project by a single municipality cannot be overridden by the MPO except by a 3/4 majority vote (18) of all members, including the affected jurisdiction.

Council may wish to revise this proposed policy to replace the words "extra-territorial zoning jurisdiction" with "sphere of influence" because the City of Charlotte does not have extra-territorial zoning authority.

Option 2
Other voting structures or policies which MPO representative Campbell may suggest at the October 21 MPO meeting.

Background information is attached.

Attachment No. 2

ORD # 11 #3426-X B-41 p.145

6. Recommend (A) approval of the Regionalism Committee's recommendation that the City contribute 11 percent of the net cost of commuter transit service between Rock Hill and uptown Charlotte for a one-year period, and (B) adopt a budget ordinance appropriating $15,000 from the Transportation Fund's fund balance for the project.

Wheeler | Scar
Unan.

Staff Resource: Boyd Cauble

Council Action: City Council is requested to:

- Approve a recommendation of the Regionalism Committee that the City contribute 11 percent (up to $15,000) of the projected operating deficit for a one-year Rock Hill-to-uptown Charlotte transit demonstration project.

- Adopt a budget ordinance appropriating $15,000 from the Transportation Fund's fund balance.

- Approve the Charlotte Department of Transportation's (CDOT) assistance in project administration and marketing.

Purpose:

- To join a bi-state, public/private partnership financing first-year operation of Rock Hill-to-Charlotte service including the:

  - Uptown Transportation Council (UTC)
  - South Carolina Department of Highways and Public Transportation (SCDH&PT)
  - North Carolina Department of Transportation (NCDOT)
  - City of Rock Hill

- To implement a regional transit concept conceived by the Mass Transit Partnership in 1991.

- To demonstrate the viability of peak-period transit services between Charlotte and surrounding cities.

MANAGER'S OFFICE

Service

- On September 28, 1992, the Rock Hill City Council approved a $7,500 contribution toward the project.

- The service will operate non-stop from downtown Rock Hill to Uptown Charlotte except for an intermediate stop at a park-and-ride lot at Outlet Marketplace on Carowinds Boulevard. Three to four trips will be operated from Rock Hill to Charlotte during the morning peak period with an equal number of return trips in the afternoon. The service may begin in January if SCDH&PT funds are approved in December.

Options:

- Take no action, meaning that no City funds will be spent on this project.

- Approve a contribution up to $15,000 which will offset an estimated 11 percent of the projected deficit for first-year operation of the Rock Hill-to-Charlotte service.

- Approve a different funding percentage for Charlotte's contribution to the demonstration project.

Cost:

- The City's contribution will come from the Transportation Fund's fund balance.

- Expected contributions from the other funding partners are:

| | | |
|---|---|---|
| - UTC | $45,000-$55,000 | (33%) |
| - NCDOT (Public Transportation and Rail) | $30,000-$35,000 | (20-25%) |
| - SCDH&PT | $40,000-$50,000 | (30-40%) |
| - Rock Hill | $ 7,500 | (6%) |

- The specific contribution from each partner will be based on:

  1) The annual operating cost figure submitted by the private transportation company selected to operate the service, and;

#7 - VOTE to approve Resolution but ask County to Modify their Resolution so that the Appointments on Joint Board should reflect the City and County but that the Board composition be worked out as part of the Comm. Ace Working

2) Farebox revenues received from service users.

Clearances: Regionalism Committee, Budget & Evaluation Department.

Background information is attached.

Attachment No. 3

Res #6 B 30 p. 148

7. A. Recommend adoption of the Stormwater Services Joint Resolution with Mecklenburg County, as amended by the County Commission on October 5, 1992.

Hammond / Mangum 8 to 1 - No Campbell

Additional information about this item will be sent to Council on Friday, October 9.

B. Planning Committee recommendation on staffing to provide billing and collection for stormwater services which is to begin January, 1993.

Defer Hammond / Wheeler unan.

Staff Resource: Pam Syfert

Information on this item will be sent Friday, October 9.

MANAGERS OFFICE

8. Recommend approval of recommendation from the Personnel and Finance Committee for a contract with Organization Consultants, Inc., to assist the City Council in completing an assessment of City services.

Staff Resource: Pam Syfert

Council Action: The Personnel and Finance Committee recommends the selection of Organization Consultants, Inc. (OCI) to assist Council with the services assessment process.

MARTIN / Campbell unan.

Components of OCI's Proposal

1. City services will be categorized as either "direct services" or "support services".

   - Direct services are those services provided to the community or citizens directly.

MANAGER'S OFFICE - DAVE COOKE

- Support services are those like accounting, human resources, purchasing, etc. and won't be evaluated as part of this contract.

2. Direct services will be evaluated by three groups using OCI's COMPAIR system (the system uses paired comparisons -- forced choices -- to assist the groups to articulate the separate and many choices of the services the City can provide). The groups performing the evaluation include:

   a. Mayor and City Council
   b. City Management Group
   c. Citizens' Assessment Panel

3. Direct services will be evaluated along two dimensions:

   a. The value, or relative importance, of each service, and
   b. The relative effectiveness with which each service meets citizen expectations.

   The results of the evaluations will be articulated in a matrix which shows which services are candidates to be enhanced, reduced, maintained, eliminated, or delivered in a different manner.

4. Council will review the results of the evaluations and identify issues, discrepancies, etc., and reevaluate services using OCI's COMPAIR system. OCI's proposal and project timeline is attached.

Council's Role

Each Councilmember will be requested to individually evaluate services using OCI's COMPAIR system and participate in an introductory meeting and two workshops facilitated by OCI.

The workshops, to be scheduled in November and early December, will include Council review and discussion of the service evaluations and lead to a list of services to be enhanced, reduced, maintained, eliminated, or delivered in a different manner.

Cost and Source of Funding

The total cost for OCI's services will be $76,300 and includes the following breakdown:

| | |
|---|---|
| - Services assessments conducted by City Council only | $35,500 |
| OCI proposed and the Personnel and Finance Committee recommends the following amendments: | |
| - Services assessment including city management group | $10,000 |
| - Services assessment including citizens' assessment panel | $30,800 |
| Total | $76,300 |

Funding: The funding for the project is recommended from the Rightsizing Project account and the rightsizing salary savings in the City Manager's budget.

Rightsizing background information is attached as well as a summary review of the proposals and a copy of OCI's proposal.

Attachment No. 4

9. The following item is proposed for discussion at the November 2, 1992 Council workshop:

- Retreat planning discussion + Legislative Package

Hammond/Reid
Unan

Res #7 B-30 P-150 1989, 1990 & 1991

BUSINESS

10. Recommend adoption of a resolution required to refinance the City's 1986, 1987 ~~and~~ 1988 Public Improvement and Water and Sewer General Obligation Bonds. Adoption of the resolution accomplishes the following:

Marquam | Wheeler
Unan

- Introduces a bond order that authorizes the refunding bonds.
- Designates November 9, 1992 as the date for a public hearing on the bond order and directs the City Clerk to publish the required notice.
- Designates the Finance Director, Deputy Finance Director or the City Treasurer as the official to prepare and file the Sworn Statement of Debt.

Staff Resource: Del Borgsdorf

Bond Obligation: Because of the current interest rate environment, the City has an opportunity to realize substantial debt service savings by refinancing 1986, 1987 and 1988 Public Improvement and Water and Sewer General Obligation Bonds.

- The City will sell refunding bonds to pay off the older bonds that have higher interest rates.
- This action by Council is the first of two that are necessary to complete this transaction.

Background: On July 15, 1986, December 8, 1987, and June 28, 1988, the City closed on bond issues of $55,000,000, $42,505,000, and $40,000,000, respectively. All three of these issues have interest rates that are higher than prevailing rates making a refunding feasible. The outstanding debt is comprised of 45% general government and 55% water and sewer bonds.

Savings: At current interest rates, savings will total about $3.5 million. These savings will be included in recalculation of the general government debt model and water and sewer rates for the FY94-98 CIP.

Clearances: Finance and Bond Counsel.

FINANCE

11. Recommend authorizing the Mayor to execute a contract for $314,527 with Wray Ward Laseter for transit system advertising, marketing and media placement.

Staff Resource: Julie Burch

Council Action: This action will authorize a contract with Wray Ward Laseter for advertising, marketing and media placement for the Transit System.

The City contracts with an advertising agency:

- to develop marketing strategies for Charlotte Transit and transportation alternatives,
- to produce the materials for a variety of media,
- to analyze markets,
- to recommend and make media buys, and
- to assist in promotional events as needed.

Recommended Contract: The recommended contract for this year will total $314,527 --- $100,000 for professional fees and production, and $214,527 for media placement. This represents about 1 1/2% of the budget for all transit operations (CTS, STS, Transportation Alternatives) in FY93.

The contract is for a one-year period, with an option of renewal for two additional one-year periods resulting in a maximum of three years of performance.

Current Contract: Loeffler Ketchum Mountjoy is the current agency, and their contract expires October 28, 1992. Loeffler was the successful proposer the past two periods, and has served as the agency of record for seven years.

Background: More than 30 Requests for Proposals were sent out and a selection committee, comprised of representatives from Budget & Evaluation, Public Service & Information, and the Department of Transportation, reviewed the 11 proposals received, and then invited six firms to make oral presentations.

Cofdfel for Motion to send to Comm. Ad Wheeler - Second Unan.

Dot

- They were Belnavisberrien, Castleberry, Loeffler Ketchum Mountjoy, Lyerly, Metro and Wray Ward Laseter.

- Criteria included understanding of scope and goals, agency experience and credentials, creative production capabilities, media experience, public relations, experience, etc.

- Wray Ward Laseter accumulated the highest number of points.

- The agency led in relevance and tied with two other agencies in creative and production capabilities.

Funding: Transportation Fund.

Clearances: The City Attorney has reviewed the contract for form and content.

12. Recommend approval of Option 1 to expedite Lockwood Community Neighborhood Reinvestment improvements by authorizing Change Order #1 for $287,753.24 with Crowder Construction Company.

Mangum | Wheeler
Unan.

Staff Resource: Julie Burch

Council Action: Council is requested to approve Change Order #1 for $287,753.24 which will allow Phase II work to begin in the Lockwood community.

Background: On May 26, 1992, Council awarded a contract for Lockwood Community Neighborhood Reinvestment to Crowder Construction Company for $340,500.78. The new contract sum will be $628,254.02 upon approval of Change Order #1.

- The Lockwood Community Neighborhood Reinvestment area is a City Within A City community in north Charlotte, bounded by N. Tryon Street, Plymouth Avenue, Graham Street, and Keswick Avenue.

- Phase I included work on Plymouth and Sylvania Streets from N. Tryon to Graham Street.

ENGINEERING

- Phase II includes work on Keswick Avenue from Graham Street to Dunloe Street.

- The work planned for Phase II includes storm drainage improvements, curb and gutter, sidewalks, and driveway replacements.

Recommended Option 1

It is recommended that the work be added to the existing contract with Crowder Construction company for the following reasons:

- Take Advantage of the low unit prices: The unit prices being paid under the current contract are 10-15% lower than the unit prices bid by other bidders on Phase I of this contract and other similar work that has been recently bid.

- Savings in staff cost: A minimum of $15,000 in staff costs can be avoided. Since the additional work is being negotiated, it is not necessary to produce the more formal plans that will be required if the project is bid. The cost of administering the bid phase will also be avoided.

- Expedition of the work: If the work is added by change order, construction can begin on Phase II as early as October 15, 1992. If the project is bid, construction will not begin until March 1993 due to the additional time required in design and bid phase.

- Less disruption to community: By adding the work to the existing contract, work can be continued by the same contractor without the disruption of the work ceasing until next spring and the possibility of introducing a new contractor into the neighborhood. This method of performing the Phase II work has been discussed with the Lockwood Homeowner's Association and they are in favor of the recommendation. City staff and the Homeowner's Association have worked closely on this project including the Homeowner's Association obtaining the donation of necessary right-of-way easements on both phases.

Mildred - Brenda said to put in the Minutes that the Statement of Debt was presented to the Deputy City Clerk -

MB

Option 2 Council has the option of not approving the change order and directing staff to obtain proposals for the Phase II work through the normal bid process. However, additional staff costs as indicated above will be incurred as well as the delay in completing the work. Additionally the costs obtained through the bid process may not be as favorable as the current negotiated cost.

Funding: Neighborhood Reinvestment Capital Account.

Clearances: This change order has been reviewed and approved by the Engineering Department staff.

13. Recommend: (A) refinancing the $112,828.32 balance of an existing Economic Development loan made to Dr. Paul A. McGill for an additional five years and (B) authorize the City Manager to execute a Loan Modification Agreement.

Staff Resource: Del Borgsdorf

Clod Settle
Margaret
Lisa Minns

Council Action City Council is requested to approve the refinancing of an existing Economic Development Revolving Fund loan to Dr. Paul A. McGill for an additional five years.

- The original loan was approved by City Council on July 27, 1987 to finance the construction of a medical/office building at 1404 Beatties Ford Road.
- The loan was for five years and was amortized on a 30-year basis.
- The loan has a current balance of $112,828.32.

CD

The building consists of approximately 7,520 sq. ft. of office space of which Dr. McGill uses 1,300. An additional 2,000 sq. ft. is leased to Prosser Chiropractic Clinic and 200 sq. ft. is leased (for storage purposes) to Mr. Donald Alexander. The remaining 4,020 sq. ft. is not leased.

This project was required to create four permanent jobs for low to moderate income individuals. Dr. McGill has met his job creation requirements.

No New Funds Requested

No new funds are being requested from City Council for this project.

- The loan modification will only extend the maturity date of the Economic Development loan to Dr. McGill five years.
- NationsBank (the first mortgage lender for the original construction loan) has approved the five-year extension of its loan.
- The outstanding balance of the NationsBank loan is $103,145.82.
- All of Dr. McGill's loan payments have been made on time and there have been no problems with the borrowers, City and/or bank loan.

Additional information is attached.

Clearances:

The Economic Development Revolving Loan Fund Committee approved a five year extension of the loan on July 4, 1992; therefore, the loan is being forwarded to City Council for concurrence.

Attachment No. 5

14. Recommend approval of: (1) a rehabilitation loan of $250,000 to P&A Investments and Anderson/Culbertson Partnership; (2) down payment assistance deferred payment loan (DPL) funds of $259,200 for buyers to purchase homes; (3) an Acquisition Revolving Fund of $448,800 for the City to repurchase loans in the event of default; (4) a Memorandum of Agreement between Wachovia Bank of North Carolina and the City; and (5) authorize the City Manager to execute agreements and other appropriate documentation.

Staff Resource: Del Borgsdorf

Chafelter / Wheeler Move 1 thru 5 E-2 No - Ra. 8 / Campbell

City Within A City

This Council action will allow the City to make funds available from its Community Development Block Grant Program to facilitate the rehabilitation and sale of 48 single-family homes to low income persons. All of the houses are located in the City Within a City boundaries. Creating home ownership and bringing 48 houses up to the Housing Code will meet the City Within a City goals of stabilizing neighborhoods, preserving housing stock which is at risk and, indirectly, reducing crime in the long term.

Council Action

(1) Approve a rehabilitation loan of $250,000 to P&A Investments and Anderson/Culbertson Partnership:

- The funds will be used to rehabilitate houses as they are sold to qualified purchasers. There are 48 single family homes owned by the borrowers and some are currently in the code enforcement process. Others will be placed into code enforcement as they are inspected for code violations.

- The rehabilitation loan is a deferred payment loan without interest due and payable in four installments; three installments at five year intervals of one-fourth of the outstanding balance due with the total of the outstanding balance due and payable 20 years from the date of completion of the first unit in the project.

- The security for the loan will be a Promissory Note and a Deed of Trust on the real properties upon which the housing units are situated. The attached project description outlines the details of the proposal and provides a list of properties with pictures.

(2) Approve down payment assistance deferred payment loan (DPL) funds of $261,900 for buyers to purchase homes:

- The City will lend to qualified purchasers a sum equal to 15% of the agreed purchase price for the property being sold.

- Qualified purchasers are determined to be those who meet an established criteria and underwriting guidelines agreeable to the sellers and the City.

- Sale of the homes will be made in the following priority order:

  1. Current tenants
  2. City Community Development relocatees
  3. Persons in the Housing Authority workload.
  4. Other persons or families earning 80% or less of the median income.

- The owners/sellers will relocate (at their expense) any of the present tenants who do not purchase and their home is subsequently sold.

- The down payment assistance to the purchasers will be a deferred payment loan (DPL) without interest, due and payable upon:
  a) the death of the mortgagor(s)
  b) the sale, transfer, conveyance, mortgaging, encumbrance, rental or other disposition of the security property
  c) the refinancing of any mortgage superior to the lien of the Deed of Trust securing the loan

d) twenty years from the date on which the mortgagor(s) acquired the security property.

- The security for the loans will be a Promissory Note with the purchasers, a Deed of Trust as a second lien on the real property being purchased and a Buy/Sell/Loan Agreement between the purchasers and sellers.

- The purchasers will obtain a first mortgage loan from a mortgage lender or the sellers will lend to the qualified purchaser(s) a sum equal to 85% of the agreed purchase price for the property being sold pursuant to a balance purchase money (BPM) loan for the purchase of the home. The BPM loan from the sellers will earn interest at FHA Par plus, plus 1% payable over 20 years in monthly installments of principal and interest to which is added a monthly escrow deposit for taxes, insurance premiums, and a monthly maintenance reserve of $41.67 for the future funding to repair and maintain the property in acceptable condition if the homeowner fails to perform.

3) Approve an Acquisition Revolving Fund (ARF) of $448,800:

- The City will establish an ARF for the sole purpose of acquiring any of the properties which are subject to foreclosure due to default by the purchasers. The amount of the ARF is determined as follows:

| | |
|---|---|
| Present appraised value of homes | $1,496,000 |
| X30% | .30 |
| | $ 448,800 |

- The ARF is required to have a balance equal to at least 30 percent of the outstanding balance on the sellers BPM loans. Adjustments will be made annually to maintain the 30% ratio. The sellers will notify the City upon any default in any contract or other agreement relating to the project other than tenant leases.

4) Approve a Memorandum of Agreement between Wachovia Bank of North Carolina and the City:

- A Memorandum of Agreement between Wachovia Bank and the City will provide home purchasers private financing through the bank's Neighborhood Revitalization Program (NRP). Wachovia's loan terms require that the City provide a 15% downpayment DPL loan. The bank will approve loans based on its standard NRP loan underwriting criteria at a preferred rate of interest which would currently be quoted at 7.875%. Loans are up to 30 years with a fixed rate of interest. The Agreement also requires that the City purchase any loan which defaults under this agreement. A copy of the Wachovia Memorandum of Agreement is attached as Exhibit 1.

- 5) Authorize City Manager to execute the necessary agreements and to take the necessary actions to establish the necessary funds to implement the requirements of the agreements. The Rehabilitation and Sale Agreement and the Buy/Sell/ Loan Agreement is attached as Exhibit 2.

Details

Why is the City doing this?

- The houses were under code enforcement for violations when City staff became aware of the owners' desire to divest their rental housing. City staff offered to assist the owners as part of the Community Development Acquisition Disposition Program. It was determined that even though not all of the houses were in code enforcement, most would be eligible for enforcement.

- The owners were willing to provide 85% financing to qualified purchasers. This allows homeownership opportunities to be provided at a cost of $20,014 per home in City funds. The owner financing would leverage $31,166 per purchase at an average sale of $36,375 per home. If the owners financed all 48 homes, approximately $1,496,000 would be leveraged in private funds.

Public Purpose to be achieved:

All homes will be brought into City Housing Code compliance and contribute to neighborhood stabilization in the City Within A City area through home ownership at an average cost of $36,375 per home making home ownership opportunities affordable to persons earning 80% or less of the City's median income. Monthly payments will average $300 a month.

What are Council's options?

1. Approve this action and provide homeownership to the City Within a City area.

2. If this request is disapproved, the absentee owners will be required to repair the homes at a cost that would increase rents, and the houses will not remain affordable to low-income persons.

How much will this cost?
The projected expenditures to implement the agreements are as follows:

| | | |
|---|---|---|
| 1. | Total funds available | $960,000 |
| 2. | Rehabilitation loan to seller | (250,000) |
| 3. | Estimated loans to qualified purchasers | (261,900) |
| | Balance Available for the Acquisition Revolving Fund (ARF) | $448,800 |

The total of $960,000 to be allocated for the funding required is as follows:

| | |
|---|---|
| FY92 Acquisition Funds | $916,787.96 |
| FY93 Acquisition Funds | 43,912.04 |
| Total Required | $960,700.00 |

What is citizen input on this issue?
During the public hearings on the City's Comprehensive Housing Affordability Strategy, citizens indicated a desire for the City to provide homeownership opportunities. The City's new HOME grant is based on home ownership activities by the City. The City's policy and goals are to move families from rental housing to homeownership.

Background: See attached project description.

Clearances: Community Development Department.

Attachment No. 6

15. Approval of appointments and charge to the Cultural Facilities and Program Task Force.

App. Martin / Wheeler Unan.

Staff Resource: Mayor

Joint Task Force

Recently, Mayor Vinroot and Chairman Autrey discussed the need for a joint task force to examine and recommend to Council/Commission specific financial solutions/alternatives to help deal with anticipated future funding shortfalls within the cultural community.

- Mayor Vinroot outlined their discussion and suggestions to Council in an August 6 memo (Attachment A).

Mayor

- Since that time, a charge and list of appointments have been created with recommendations from City Council, County Commission and The Arts and Science Council. This information was sent to Council in a September 28 memo from Mayor Vinroot (Attachment B).

Chairman Rod Autrey and Mayor Richard Vinroot propose the following as members of this task force:

Liz Hair - Chairman
Bob Bradshaw - Vice-Chairman
Don Carmichael
Mac Everett
Barbara Ferguson
Arthur Griffin
John Harris
Mary Karres
Lee Myers
Nelson Schwab
David Stovall
Isaiah Tidwell

Charge

Their charge will be to:

1. Review potential revenue sources that might be dedicated to support cultural facilities and programs.

2. Explore potential consolidation of duplicative cultural facilities in a manner that might reduce costs and overhead; and

3. Review the Cultural Action Plan in light of events since its adoption, and make any recommendations for change and/or modification.

The County Commissioners approved the appointments and charge on October 5, 1992.

The Task Force is expected to complete its work in time for the 1993 session of the General Assembly.

Attachment No. 7

Res # 8 B-30 p 159 # 3427 B 41 p 146 Aud Col Cont, Bidding Com # 3428 B 41 p 147 Civil Service # 3429 p 148 B-41 Human Relations # 3430 B-41 p 149 Hous Ng # 3431 B-41 p. 150

ITEM NO. (5) Ords # 12-13-14-15-16



16. Recommend adoption of resolution and ordinances necessary to require all board and committee members of the City of Charlotte to attend at least (50%, 60%, or 75%) of the meetings held during any one year period with no excused absences, and the member must be present for at least half of the meeting. Also, instruct City Clerk to notify members when attendance is critical or removal is necessary. Effective date shall be January 1, 1993.

Scar/whe unan.

Staff Resource: City Clerk

Council Action: It is requested that City Council rescind resolution and ordinances 127 and 131 amending the City Code, 133X, and 134X amending the City Charter, dated April 8, 1974, and adopt a new resolution and ordinances amending the City Code and City Charter to establish a concrete policy of 50%, 60% or 75% attendance with no excused absences, and members must attend at least half the meeting for all Board or Committee members appointed by the Mayor, Council, and/or Manager, and instruct the City Clerk to notify any member who is in danger of violating this requirement, and to notify any member of removal if attendance does not improve (in the case of a Mayor or Manager appointment, the Clerk will notify the respective office).

Rec - Motion to add item to Regular Agenda 7-4 bid wheeler McCray Martin

- It is recommended that the effective date be January 1, 1993.
- A copy of the proposed resolution is attached.

Attendance Requirements: On April 8, 1974, City Council adopted a resolution and ordinances 127, 131, 133X, 134X and 136X establishing 75% attendance as the requirement for members of boards and committees.

- Some discussion was held by Council which dictated the policy of allowing excused absences for business conflicts and illness.
- The resulting factor nearly 20 years later is that some members do not attend 50% of a committee's meetings because of business conflicts.
- The City Clerk's Office has committee chairmen and staff advisors begging that something concrete be done, and eliminate excused absences.

City Clerk

- Decisions cannot be made without a quorum of the membership. One example is a gentleman who attended 1 meeting out of 8 in 1991, and all absences were excused because of business conflicts.

- The City Clerk's Office has also received complaints from chairmen and staff advisors that some members arrive at the meeting, are counted present, and leave 15 minutes into the meeting.

- Also, the previous policy has been for the Chairman to talk with a member who is in danger of violating the attendance requirement. If that does not remedy the situation, then the City Clerk writes a letter removing the member from the respective board. This policy puts the chairman in a disciplinary mode, and may cause friction when they try to work together later.

Clearances: City Attorney.

Attachment No. 8

17. Recommend that City Council change one appointment on the Transit Advisory Committee from a secondary school student to a regular or express rider.

Manpower / Scar

Staff Resource: City Clerk

Council Action: The Transit Advisory Committee requests that City Council change one appointment on the committee from a secondary school student to a regular or express rider.

Background: On September 10, 1990, City Council established the Transit Advisory Committee with the first members being appointed on January 14, 1991. One of the categories on the committee is a Secondary School Student. As of July 31, 1992, the Secondary School Student resigned this appointment.

Clearances: City Attorney.

City Clerk

BOARDS AND COMMISSIONS

18. A. NOMINATIONS

Closed/whe unan.

Nominations for Appointment to Boards, Commissions and Committees Councilmembers will make their nominations after which they will hand their nomination forms to the City Clerk. In the event there is only one person nominated for any one position, Council may make that appointment at this meeting.

Scan - Sub. motion to appoint James Vincent
All majority - second - 2 yes votes
Others voted No

1. Waste Management Advisory Board- One recommendation to the County Commission for the Planning Organization category. The Planning Commission has recommended Tom O'Brien.

Attachment No. 9

CONSENT

ORD #1 #3416-X B-41 P-128

BUDGET ORDINANCE

19. Recommend adoption of a budget ordinance to provide a supplemental appropriation of $400,000 for construction of the Wilgrove water storage tank.

Hammond/Clark unan.

Water Tank

The 1990 bond referendum authorized $1,282,000 for the construction of a water tank to be located in the Wilgrove community (Albemarle Road area). Attached is the September, 1991 Council agenda item that describes the project and the location.

Contracts are recommended for award in the following Bid section for grading and clearing (Division I - James E. Harris Construction Company, $301,686) and tank construction (Division II - Pitt-Des Moines, Inc., for $1,054,856).

The entire project cost to include all necessary construction engineering services and project contingency is approximately $400,000 over budget. This is due to little experience by CMUD staff in estimating costs of this type project.

Funding: The budget ordinance transfers $400,000 from four completed water capital projects.

Attachment No. 10

Budget

ORD 2 # 3417, B-41, P-129

20. Recommend adoption of a budget ordinance appropriating $40,000 to provide one half of the matching funds for a felony drug court for Mecklenburg County.

Drug Court Funding

The Administrative Office of the Courts is applying to the Governor's Crime Commission for grant funding for a separate felony drug court for Mecklenburg County.

- The court will operate in four week cycles.
- Every other week, the court will convene at night for the purpose of conducting arraignments, accepting guilty pleas, and setting trial dates; on alternate weeks, felony drug trials will be conducted during day sessions.
- Establishing a separate felony drug court, to be staffed by the five Assistant District Attorneys funded by a recent grant, should reduce the number of drug cases dismissed for lack of resources to prosecute them and will reduce the amount of time necessary to get a drug case through the court system.
- Operating costs for the drug court are expected to be approximately $315,000 for the first year.
- Council is asked to appropriate $40,000 to be used as half of the matching funds for the grant.
- The other half of the funds will be provided by Mecklenburg County.

Funding: Council Contingency: $75,000

Clearances: This request has been reviewed by Police, the City Manager, and Budget and Evaluation.

Police

BID LIST

21. Recommend adoption of the bid list as shown. The following contract awards are all low bid and within budget estimate unless otherwise noted. Each project or purchase was authorized in the annual budget.

A. Traffic Signal Heads

D.O.T
(Purchasing)

Hammond / Clark

Unan.

Recommendation: By Purchasing Director and Director of Department of Transportation that the low bid R G A Inc., Richmond, Virginia in the amount of $51,246.00, be accepted for award of contract.

Project Description: This contract will purchase 360 traffic signal heads to be used in the installation of signalized intersections, new signal heads are needed to replace old signals and for the installation of new signalized intersections.

Source of Funding: General Fund - (Transportation Department - Operations Division).

Purchasing

B. Fire Hydrants

Utility
(Purchasing)

Hammond / Clark

Unan.

Recommendation: By Purchasing Director and Utility Director that the low bid Pump Lighting Company, Charlotte, N. C. in the amount of $60,368.88, be accepted for award of contract on a unit price basis.

Project Description: Fire hydrants are used for residential and commercial fire protection.

M/WBE Status: One bid received from MBE which was not the low bid.

Source of Funding: Water and Sewer Operating Fund - (Water Distribution Inventories Account).

Purchasing

Hammond/Clark unan.

C. Federal Express Office Additions — Aviation Dept.

Recommendation: The Aviation Director recommends that a contract in the amount of $149,742.00 be awarded to the low single prime bidder, Randolph & Son, for the Federal Express office additions.

Project Description: Development of facilities to meet the needs of cargo operators in the old passenger terminal area is in accordance with the Airport's Master Plan. This work provides an interim solution to Federal Express' facility needs.

M/WBE Status: 15% goal - The low bidder was responsive to DBE requirements at the time of bid.
MBE: 5% WBE: 7% DBE: 12%

Source of Funding: Airport Capital Improvement Fund - (Air Cargo Development).

| | |
|---|---|
| Estimated Cost: | $150,000.00 |
| Low Bid: | 149,742.00 |
| Difference: | $ 258.00 (less than 1%) |

AVIATION

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D. Wilgrove Elevated Storage Tank
Division I - Sitework — CMUD

Morgan/Wheeler unan.

Director, Charlotte-Mecklenburg Utility Department recommends that the lowest responsible bid by James E. Harris Construction Company of Charlotte, North Carolina in the amount of $301,686.00 be accepted for award of contract on a unit price basis.

Bid Summary:

| | | |
|---|---|---|
| Jones Grading & Fencing | Charlotte, NC | $172,554.00 |
| James E. Harris Construction | Charlotte, NC | $301,686.00 |
| Dellinger, Inc. | Monroe, NC | $385,496.21 |
| Sanders Brothers, Inc. | Charlotte, NC | $559,964.10 |

Project Description: Award of this project will allow for site preparation, grading, piping, paving, fencing, erosion control, altitude valve building, and electrical work at the proposed elevated water tank on Parkton Road in East Charlotte. The contract award for construction of the elevated water tank is Division II of this contract (next Bid item E).

CMUD

M/WBE Status

The contractor has committed M/WBE participation of:

| | AMOUNT | PERCENTAGE OF TOTAL PROJECT COST | PROJECT GOALS |
|---|---|---|---|
| MBE | $49,590.00 | 16.44 % | 12% |
| WBE | $12,080.00 | 4.00 % | 4% |

The M/WBE Director concurs in the determination. James Harris exceeded the M/WBE goals.

Other Information:

- Recommendation is made to award construction of Division I of the Wilgrove Elevated Storage Tank to James E. Harris Construction Company, the second low bidder at $301,686.

- The bid amount of $172,554 submitted by Jones Grading & Fencing is $129,132 below the next bid amount.

- Jones Grading & Fencing misinterpreted the bidding documents. Divisions I and II of the contract were separated into sections and were to be bid as separate projects.

- According to Mr. Jones, he submitted bid amounts for his interpretation of PHASE I AND PHASE II of the project identified as Division I. Instead of placing his total bid amount for all of Division I under the Division I section, he separated the phases into Division I and Division II. His corrected total bid amount for Division I work should have read $310,735.25.

- Jones Fencing & Grading submitted a letter to CMUD requesting withdrawal of their bid.

- Although Mr. Jones has declared a mathematical and judgemental error in his bid, he failed to submit requested original take-off sheets showing his bid preparation.

- The Utility Director recommends Jones Grading & Fencing be declared a non-responsible bidder. The Deputy City Attorney concurs with this request.

Source of Funding: Water and Sewer Capital Improvement Fund - (Wilgrove Water Storage Tank).

| | | |
|---|---|---|
| Estimated Cost: | $246,000.00 | |
| Low Bid: | 301,686.00 | |
| Difference: | $ 55,686.00 | (-23%) |

CMUD staff has little experience in estimating this type work. The project is over budget due to under estimation of the total project cost.

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E. Wilgrove Elevated Storage Tank CMUD
Division II - Construction

Recommendation: Director, Charlotte-Mecklenburg Utility Department recommends that the lowest responsible bid by Pitt-Des Moines, Incorporated of Atlanta, Georgia in the amount of $1,054,856.00 be accepted for award of contract on a unit price basis.

Bid Summary:

| | | |
|---|---|---|
| Jones Grading & Fencing | Charlotte, NC | $148,181.25 |
| Pitt-Des Moines, Inc. | Atlanta, GA | $1,054,856.00 |
| Brown Steel Contractors, Inc. Erectors | Newnan, GA | $1,067,850.00 |
| Phoenix Fabricators & | Newnan, GA | $1,174,558.00 |
| Caldwell Tanks, Inc. | Louisville, KY | $1,179,255.00 |

Project Description: Award of this project will allow for construction of a 1.5 million gallon elevated water tank on Parkton Road in East Charlotte. This tank will increase storage capacity and stabilize system pressure in eastern Charlotte-Mecklenburg. Construction of this tank will also relieve strain on the water system caused by continued high growth in eastern Charlotte. This project will be constructed in conjunction with the site preparation, etc. outlined in Division I.

M/WBE Status

The contractor has committed M/WBE participation of:

| | AMOUNT | PERCENTAGE OF TOTAL PROJECT COST | PROJECT GOALS |
|---|---|---|---|
| MBE | $13,600.00 | 1.29 % | 1% |
| WBE | $18,500.00 | 1.75 % | 1% |

The M/WBE Director concurs in the determination. Pitt-Des Moines exceeded the M/WBE goals.

Other Information:

- Recommendation is made to award construction of Division II of the Wilgrove Elevated Storage Tank to Pitt-Des Moines, Incorporated, the second low bidder, at $1,054,856.

- The bid amount submitted by Jones Grading & Fencing, $148,181.25, is $906,674.75 less than the next bid amount.

- Jones Grading & Fencing misinterpreted the bidding documents. Divisions I and II of the contract were separated into sections and were to be bid as separate projects.

- According to Mr. Jones, he submitted bid amounts for his interpretation of PHASE I AND PHASE II of the project identified as Division I. Instead of placing his total bid amount for all of Division I under the Division I section, he separated the phases into Division I and Division II. He did not plan to submit a bid for Division II at all.

- Jones Fencing & Grading submitted a letter to CMUD requesting withdrawal of their bid.

- Jones Fencing & Grading is not a licensed contractor approved for storage tank installation and therefore is not qualified to bid or construct this project.

- Although Mr. Jones has declared a mathematical and judgemental error in his bid, he failed to submit requested original take-off sheets showing his bid preparation.

- The Utility Director and Deputy City Attorney recommend Jones Grading & Fencing be declared a non-responsible bidder.

Source of Funding: Water and Sewer Capital Improvement Fund - (Wilgrove Water Storage Tank).

| | | |
|---|---|---|
| Estimated Cost: | $1,321,000.00 | |
| Low Bid: | 1,054,856.00 | |
| Difference: | $ 266,144.00 | (20%) |

---

CMAD

F. Charlotte Convention Center Fireproofing — Engineering

Recommendation: By the City Engineer, based on the recommendation of the Architect and the Construction Manager, that the low bid of $394,490.00, as submitted by WARCO Construction, Inc., be accepted for award on a lump sum basis.

Project Description: This project consists of the fireproofing work for the construction of the Charlotte Convention Center complex.

Forward to Council w/ Ord. when.

M/WBE Status:

The contractor has committed M/WBE participation of:

| | AMOUNT | PERCENT OF TOTAL PROJECT COST | PROJECT GOALS |
|---|---|---|---|
| MBE | $0 | 0% | 8% |
| WBE | $0 | 0% | 2% |

The contractor has complied with the M/WBE contract provisions which allow him to perform all the work with his own forces. The M/WBE Director has reviewed the documentation and concurred with the recommendation for award.

The low bid of $394,490 represents a savings of $521,560 from the design development estimate of $916,050 included in the overall project budget. The savings are a result of the architect working with the Building Standards Department to develop a more economical design that will meet fireproofing code requirements.

Source of Funding: Convention Center Fund - (Charlotte Convention Center Project - Certificates of Participation).

Engineering

BUDGET ORDINANCE/AGREEMENT

22. Recommend (A) adoption of a resolution amending the FY93-97 Capital Improvement Program; (B) adoption of a budget ordinance for $459,000, and (C) approval of an agreement with Ralph Whitehead & Associates, Inc. for $459,000 to provide design services for the Colony Road Extension, Phase II Roadway Project.

Vote to Defer Hammond/ Morgan Unan.

Colony Road Phase II

The planning phase of the Colony Road Phase II project recommends extending Colony Road for approximately 2.2 miles from Carmel Road to Rea Road. The proposed roadway cross section is a two-lane median divided roadway. The estimated cost of the road and bridge that spans McAlpine Creek is $7.3 Million.

Background

- In November 1987, Charlotte voters approved $46 million in transportation bond projects. One of the projects included in the transportation bond package was Colony Road Extension, Phase II. The project was included under the Private Sector Leveraging Program.

- Phase I improvements extended Colony Road from south of Fairview Road to Carmel Road. Phase II extends Colony Road for approximately 2.2 miles from Carmel Road to Rea Road.

- In November 1991, City Council approved an agreement with Ralph Whitehead & Associates for $316,400 for planning, survey, geotechnical and other engineering services for the Colony Road Extension, Phase II Project. This agreement is now near completion.

Funding:

Preliminary information from the Year-End CIP Status Report indicates that $4.3 million in road project savings is projected. These savings (Street Bonds) are primarily from Sardis Road Widening and Beatties Ford Road Widening. A complete report will be forwarded to Council in late October.

Engineering

A portion of the savings ($459,000) is recommended for Colony Road Extension - Phase II. The remaining portion of the savings will be reprogrammed in the FY94-98 Capital Improvement Program.

Clearances: This agreement has been reviewed by the City Attorney's Office and reviewed and approved by CDOT and the Engineering Department.

CONTRACT

23. Recommend approval of contract with the Town of Matthews to provide for paying the debt service on Town bonds used to finance extensions to the CMUD Water Distribution System.

Agreement with Matthews: Effective August 1, 1984, the City and the Town of Matthews agreed that the Town's water and sewer systems would be consolidated under the ownership and control of the City.

- That agreement provided that, in addition to using the normal extension policies applicable to property owners and developers, the Town could also finance extensions to the City's water and sewer system with Town bonds.

- If the extension qualifies for reimbursement under City policies, the City can pay the Town's debt service costs in lieu of reimbursing the Town for the construction cost under the usual period for reimbursement (now 5 or 15 years, depending on the type of line).

- The City has similar agreements with each of the other Mecklenburg towns.

Water Bonds: Matthews' voters have approved the issuance of $6.6 million in water bonds.

- The Town is scheduled to sell $3.35 million of these bonds on November 3, 1992.

Hammond Clark Lemon

CMUD

- The Town and CMUD have identified and agreed upon the water lines to be constructed with these bonds.

- All lines qualify for reimbursement.

Council Action

The contract to be approved provides for the mechanics of implementing the 1984 consolidation agreement as described. The contract provides:

- The timing and amount of each bond sale must be jointly approved by the City Finance Director and Town Manager.

- The City will not construct any facility if the costs are estimated to exceed the available bond proceeds.

- The Town is responsible for complying with all applicable law in the sale and issuance of its bonds.

- The City will hold the bond proceeds and account for the expenditure of those proceeds.

- The facilities constructed with the bond proceeds will be the property of the City.

- Reduction in the bond amount or revisions in the projects to be constructed can be handled administratively.

- An existing, 5-year reimbursable contract with the Town for a water line along Sam Newell Road is amended to permit the Town to use bond proceeds for that extension in lieu of other funds previously advanced by the Town.

- The Town of Matthews approved the contract at their October 5, 1992 board meeting.

Clearances: City Attorney's Office, CMUD.

24. Recommend approval of a contract with IBM to purchase an AS/400 model E45 computer at a cost of $3,199 per month for 36 months. The January 1993 stormwater billing schedule cannot be met without this equipment.

Stormwater Billing System

On June 22, 1992, City Council approved a contract with Rippe & Kingston Systems, Inc. to provide a computerized stormwater billing system. Billing is scheduled to begin in January, 1993.

Hammond Clod unan.

- An IBM AS/400 computer is required to operate the Rippe & Kingston software. An AS/400 can be purchased directly from IBM as a sole source provider.

- Three AS/400 computers are currently leased for word processing and other office applications. For stormwater billing, we expected to purchase or continue the lease on one of the AS/400 computers. With office applications transferred to the Local Area Network (LAN), the AS/400 would be available for stormwater billing.

- However, two factors have combined to alter this plan: 1) testing of the software and stormwater database must begin earlier than originally expected; and 2) the City-wide conversion of office applications from the AS/400 to the LAN is delayed from the original schedule and overlaps the stormwater time table.

- Purchase of a new AS/400 has been identified as the best alternative for supporting the stormwater billing system. The new unit will have the capacity to accommodate the projected five-year growth in the stormwater customer base without incurring additional expenses for hardware upgrades.

CTS

- Twenty-five City-owned AS/400 terminals needed to support stormwater billing will be available at no additional cost due to the transfer of office applications to the LAN.

- The leased model 50 computer will be returned to the lessor upon completion of the office systems transition to the LAN in the spring of 1993.

Funding: CIS Department Operating Budget.

Clearances: CIS, Engineering, Finance.

25. Recommend approval of a professional services contract with Jordon, Jones and Goulding, Inc., for the inspection and evaluation of 15 water storage tanks for the not to exceed amount of $63,500.00.

Contract This contract, for the not to exceed amount of $63,500, will provide payment for the inspection and evaluation of 15 water storage tanks throughout CMUD distribution system.

Hammond / Clod. Unan

This contract will provide:

- Existing data accumulation and computerized records files.

- A detailed inspection of all the components of each tank with reports in computer database.

- A recommended rehabilitation program including tank deficiencies, repairs needed, urgency of repairs, cost projections, rehabilitative measures dictated by present regulatory requirements and standards.

CMUD

- A detailed maintenance program which will ensure the longevity of our water storage facilities.

The inspection and evaluation of the water storage tanks is the essential first step in assuring our water facilities remain structurally sound, current with regulatory requirements and standards, and protected from corrosion and deterioration.

Funding: Water and Sewer Operating Budget - Water Distribution Division.

Clearances: The Utility Director recommends approval of this contract.

AGREEMENT

26. Recommend approval of an agreement with Frank C. Cockinos and Associates, Inc. for $57,483 to provide design services for Williams Lake Dam Project.

Williams Lake Dam

- In March, 1988, the State identified several dams within the City which have a public street on the crest that did not meet the requirements of the North Carolina Dam Safety Act. Williams Lake Dam was one of the dams identified.

Hammond / Cole unan.

- The planning study completed by Frank C. Cockinos & Associates in May 1992 recommends making approximately $318,100 in improvements to the dam. When construction improvements are complete, the dam will meet the requirements of the North Carolina Dam Safety Act.

- As part of the agreement, Cockinos will provide design services, a citizen input meeting, geotechnical investigations, surveying services, bid phase assistance, and construction observation services. The construction observation is required in order for the dam to be properly certified by the State as being safe.

Engineering

Background • On September 23, 1991, City Council approved a contract with Frank Cockinos & Associates, Inc. for $61,766 for design of the Village Lake Dam Improvements and a planning study for Williams Lake Dam. Of this agreement, $24,415.00 was for the planning study for the Williams Lake Dam project.

Funding: Storm Drainage Improvement Capital Account.

Clearances: This agreement has been reviewed by the City Attorney's Office and reviewed and approved by the Engineering Department.

TRI-PARTY LOAN AGREEMENT

27. Recommend approval of: (A) a tri-party agreement between the City and the developer, New Visions Homes, Inc., to build and finance a new house and individually, with Ms. Elnora McMoore, to purchase the new replacement house (B) a $117,201 construction loan to New Visions Homes, Inc. to construct a new house and (C) a $119,511 permanent loan from the Replacement Housing Program for Ms. Elnora McMoore to purchase the new house and to demolish her old house.

Council Action What is Council being asked to approve?

A. Approve a tri-party agreement between the City, the developer, New Visions Homes, Inc. and Ms. Elnora McMoore. (The tri-party agreement calls for the City and New Visions Homes, Inc. to build and finance a new 2,856 square foot house and for Ms. Elnora McMoore and her family to purchase the new replacement house - detailed information is attached.

B. Approve a $117,201 construction loan to construct the new house;

C. Approve a $119,511 permanent loan to Ms. McMoore to purchase the new house and demolish her old house.

Hammond / Clark / Lenan.

Why is the City doing this?
Because of code enforcement action to Ms. Elnora McMoore's property at 1940 St. Paul Street, a rehabilitation cost vs. new construction analysis was conducted by Community Development staff and it indicated that the house should be demolished because it is more economically feasible to build a new house (see Exhibit A and picture).

The City's Relocation Local Option Policy provides replacement housing benefits to owner-occupants when their houses are to be demolished.

Cost

The construction loan to New Visions Homes, Inc. will be $117,201 at 0% from CDBG Replacement Housing funds and will be repaid to the City through the permanent financing of the house using the City's Replacement Housing Program. New Visions Homes, Inc. will be required to provide the City with an Irrevocable Letter of Credit for $117,201 to guarantee the construction of the house. The permanent loan to Ms. Elnora McMoore will be for $119,511. There is $476,284 available in the CDBG Replacement Housing Account.

Ms. McMoore and her family reviewed the plans and costs of the proposals submitted and have chosen New Visions Homes, Inc. as the builder. The New Visions Homes proposal was one of two submitted and was the proposal recommended by the Review Committee.

Background:
See Attachment

Clearances: Evaluation Committee and Community Development Department.

Attachment No. 11

HOME PURCHASE LOAN

28. Recommend: (A) Approve entering into a loan agreement with Brenadette C. Barringer for $61,700 to purchase the house located at 6210 Bridlewood Lane and (B) exempt this loan from the maximum loan limit of $60,000.

Hammond/ Close Loan.

Council Action

City Council is requested to (A.) approve a loan agreement with Brenadette C. Barringer for $61,700 so that she may purchase the house located at 6210 Bridlewood Lane and, (B.) to exempt this loan from the maximum loan limit of $60,000. (The maximum loan limit under the Selective Rehabilitation Loan Program is $60,000.)

Why is the City doing this?

Ms. Barringer and her two children came on the City's relocation workload on March 30, 1992 due to a fire in the apartment they were renting. Ms. Barringer wants to become a homeowner and temporarily moved into City-subsidized housing.

- Staff has worked with Ms. Barringer to locate a house which would meet her family's size and needs.

- A house has been located at 6210 Bridlewood Lane which she wishes to purchase. One of Ms. Barringer's children has cerebral palsy which will require minimum handicap modifications to the house.

- The purchase of the house by Ms. Barringer will achieve City Council's objective of providing homeownership opportunities to low/moderate income families.

As part of our FY93 Community Development Block Grant Program, relocation funds are available to assist tenants on the relocation workload to become homeowners. Clients are first referred to the Charlotte-Mecklenburg Housing Partnership (CMHP) for a low-interest loan. If their income is not sufficient to meet CMHP guidelines, the client is referred to a home purchase loan through our Selective Rehabilitation Loan Program. In Ms. Barringer's case, she did not qualify for a loan from CMHP; and, therefore, she applied for a home purchase loan.

Cost

The total cost to purchase 6210 Bridlewood Lane is $61,700. A detailed breakdown of the costs is as follows:

| | |
|---|---|
| $58,500 | Purchase Price |
| 1,500 | Handicap Modifications |
| 1,700 | Attorney Fees/Closing Costs |
| $61,700 | |

Relocation funds from the Community Development Block Grant will be used for this home purchase loan.

Background:
See Attachment

Clearances: Community Development Department

Attachment No. 12

CODE ENFORCEMENT

29. Detailed information is attached for the following code enforcement actions. Funds are available and liens will be placed against the properties for the costs incurred.

Moved & seconded unan.

ORD # 3 #3418-X B 41 P 130

A. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2311 Sharon Road. (Upper Sharon neighborhood)

Attachment No. 13

ORD # 4 #3419-X B-41 p. 132

Hammond | Ord. unan.

B. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2530 Crispin Avenue. (Westerly Hills neighborhood)

Attachment No. 14

ORD # 5 #3420-X B 41 p 134

Hammond | Ord. unan.

C. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2535-37 Rozzelles Ferry Road. (Lower Seversville neighborhood)

Attachment No. 15

Hammond / Clark unan.

ORD # 6 #3421-X B-41 p-136.

D. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 3405 Rozzelles Ferry Road. (Lakewood neighborhood)

Attachment No. 16

ORD # 7 #3422-X B-41 p-138

Hammond / Clark unan

E. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 1605 North McDowell Street. (Belmont Neighborhood)

Attachment No. 17

ORD # 8 #3423-X B-41 p-140

Hamm / Clark unan

F. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 900 Reliance Street. (Thomasboro Neighborhood)

Attachment No. 18

ORD # 9 #3424-X B-41 p-142

Ham / Clark unan.

G. Recommend adoption of an ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 220 Carothers Street. (Hoskins Neighborhood)

Attachment No. 19

CITY WITHIN A CITY LOAN/EQUITY POOL

30. (A) Recommend an increase of $20,000 in the City's contribution to the City Within a City Loan/Equity Pool Program because of the addition of Park Meridian Bank to the program and (B) authorize the City Manager to enter into a participation agreement with Park Meridian Bank.

Hammond / Clark unan.

Council Action: This action will authorize an increase of $20,000 in the City's contribution to the City Within a City Loan/Equity Pool Program because of the addition of Park Meridian Bank. The City's contribution to the City Within a City Loan/Equity Pool Program of $1,360,000 will be increased to $1,380,000.

Purpose: The purpose of the City Within a City Loan/Equity Pool Program is to create a public/private venture which would increase lending opportunities for targeted areas of the City of Charlotte thereby providing expanded economic development opportunities, particularly the creation of jobs.

CD

- Park Meridian Bank advised City staff of their $100,000 commitment to participate in the City Within a City Loan/Equity Pool Program after City Council's approval on October 28, 1991 to use $1,300,000 in City funds to create an equity fund with participating banks contributing $6,500,000. Since that time City Council has approved the use of an additional $60,000 in Development and Revitalization Funds ($40,000 for Republic Bank and $20,000 for First Charlotte Bank) to add these banks to the City Within A City Loan/Equity Pool bank group. Republic Bank and First Charlotte contributed $200,000 and $100,000, respectively, to the CWAC Loan Pool, therefore the banks' contribution to the program now stands at $6,800,000.

- In order for the City to provide a 20% match for a $100,000 contribution to the Loan/Equity Pool Program, City Council is being asked to increase the City's contribution by $20,000 (which will be from $1,360,000 to $1,380,000). As mentioned earlier the participating banks' contribution will increase from $6,800,000 to $6,900,000 for a total Loan/Equity Pool of $8,280,000.

Cost

How much will this cost?
An additional $20,000 from the Development and Revitalization Fund. City Council has already approved the use of $1,360,000 from the Development and Revitalization Fund for the City's contribution to the City Within a City Loan/Equity Pool Program.

Background: See Attachment.

Clearances: The West Side Economic Development Task Force. Also, on October 28, 1991 City Council approved the use of Development and Revitalization funds for the City Within a City Loan/Equity Pool Program.

Attachment No. 20

Res #1 B-30 p-128

SURPLUS EQUIPMENT

31. Recommend that 74 vehicles, 32 pieces of equipment, 14 pieces of fire apparatus, 29 transit buses, various surplus transit bus engines and transmissions and parts for the 29 units, and miscellaneous parts be declared surplus and adopt a resolution offering them for sale at public auction on Saturday, October 17, 1992 at 10:00 a.m. pursuant to G.S.160A-270.

Hammond | Clark unan.

The vehicles and equipment have been replaced by new or upgraded items and are ready for disposal.

The method of public auction was chosen in the interest of fairness and the most economical in terms of actual cost and time savings.

The sale of the vehicles is included as a revenue line item in the budget.

Purchasing

MUNICIPAL AGREEMENT Res # 2 B 30 p-139

32. A. Recommend approval of a municipal agreement between the City of Charlotte and the North Carolina Department of Transportation (NCDOT) for construction improvements to I-85 from north of Mulberry Church Road to South of NC 16 and adopt a Resolution authorizing the Mayor to execute the agreement (Project I-0301C).

Council Action
- Approve the municipal agreement between the City and NCDOT required for construction improvements to a portion of I-85
- Adopt the resolution to authorize the Mayor to execute the municipal agreement

Hammond | Clark unan

Purpose: The agreement outlines the responsibilities of both the City and NCDOT involved in constructing the project.

Costs: Any cost which the City is obligated to pay will be covered through a separate utility agreement. Eligible costs which the City incurs in relocating existing or installing new traffic signals will be reimbursed through a separate traffic signal agreement.

DOT

Clearances Plans for the roadway project have been approved by the:

- Charlotte Department of Transportation
- City Engineering Department
- Charlotte-Mecklenburg Utility Department

The agreement and resolution also have been approved as to form by the City Attorney's office.

B-30 p 101 Res #3

B. Recommend adoption of a municipal agreement between the City of Charlotte and the North Carolina Department of Transportation (NCDOT) for construction improvements to Mallard Creek Road (SR 2467) from W. T. Harris Boulevard to Mallard Creek Church Road and adopt a resolution authorizing the Mayor to execute the agreement (Project U-2507 B).

Council Action

- Approve the municipal agreement between the City and NCDOT required for construction improvements to a portion of Mallard Creek Road
- Adopt the resolution to authorize the Mayor to execute the municipal agreement

Hor mnc/ Clerc w/ con.

Purpose:

The agreement outlines the responsibilities of both the City and NCDOT involved in constructing the project.

Costs The City will reimburse the NCDOT for costs associated with construction of sidewalk on the project, which is estimated to be $317,000. Funds for sidewalk construction are budgeted in the CIP under Participation in State Highway Projects. Any cost which the City is obligated to pay for utility relocations will be covered through a separate utility agreement. There are no other costs for which the City is responsible.

Clearances: Plans for the roadway project have been approved by the:

- Charlotte Department of Transportation
- City Engineering Department
- Charlotte-Mecklenburg Utility Department

The agreement and resolution also have been approved as to form by the City Attorney's office.

UTILITY AGREEMENT Res # 4 B-30 p-143

33. Recommend approval of a utility agreement between the City of Charlotte and the North Carolina Department of Transportation (NCDOT) for construction improvements to I-85 from north of Mulberry Church Road to south of NC 16 and adopt a resolution authorizing the Mayor to execute the Agreement (Project I-0301C).

Council Action

- Approve the utility agreement between the City and NCDOT required for construction improvements to a portion of I-85
- Adopt the resolution to authorize the Mayor to execute the utility agreement

Hammond / Clark / Lemon

Purpose:

The agreement establishes how:

- The NCDOT's contractor is to perform water and sewer line adjustments and relocation work
- The NCDOT is to be reimbursed for costs associated with the adjustment/relocation of CMUD water and sewer lines within State controlled rights of way

Costs: The City's cost is estimated to be $1,163,615 of which $841,741 is for water lines and $321,874 is for sewer lines. Funds are available in the water and sewer CIP.

Clearances: Plans for the utility relocations required by the roadway project have been approved by the:

- Charlotte Department of Transportation
- City Engineering Department
- Charlotte-Mecklenburg Utility Department

The agreement and resolution also have been approved as to form by the City Attorney's office.

DOT

SPEED LIMITS Res # 10 B 3425 B 411 P-104

34. Recommend adoption of ordinance to lower the speed limit on Kingfisher Drive from 35 miles per hour to 25 miles per hour.

Speed Limit — A petition has been validated and is determined by the engineering study to be appropriate for a 25 miles per hour speed limit.

Kingfisher Drive between 11200 Park Road and 11700 Park Road. . . . . .25 MPH

Hmm/Cld unan

SPECIAL OFFICER PERMIT

35. Application for Special Officer Permit

Recommend approval of application for Special Officer Permit to Samuel E. Arrowood, Jr. for use on the premises of Charlotte/Douglas International Airport.

Hmm/Cld unan

TAX REFUND Res # 5 B. 30 P. 145

36. Recommend adoption of a resolution authorizing the refund of certain taxes assessed through clerical or assessor error in the amount of $27,579.10.

Hmm/Cld unan.

PROPERTY TRANSACTIONS

37. Recommend approval of the following property transactions.

Hammond/Cook
Lenan
(A-J)

A. Project: Monroe/Wendover/Eastway Intersection Improvements,
Parcel No. 59
Owner(s): Gobind Madan
Property Address: 4121 Eastway Drive
Property to be acquired: 9,850 sq.ft. (0.226 ac.)
Improvements: One story brick single family residence.
Price: $48,000.00
Remarks: For the acquisition of the entire property and any improvements located thereon.

Zoned: R-17 MF Use: Residential

Tax Code: 159-062-34 Tax Value: $59,250

Real Estate

B. Project: Monroe/Wendover/Eastway Intersection Improvements,
Parcel No. 48
Owner(s): James M. & Janice L. Hearn
Property Address: 4034 Eastway Drive
Property to be acquired: 13,088 sq.ft. (0.300 ac.)
Improvements: One story, brick veneer, duplex dwelling residence.
Price: $51,125.00
Remarks: For the acquisition of the entire property and any improvements located theron.

Zoned: R-17 MF Use: Residential

Tax Code: 159-063-14 Tax Value: $53,880

Real Estate

C. Project: Sharon Road/Quail Hollow Road Intersection Improvements, Parcel No. 1
Owner(s): YMCA of Greater Charlotte, Inc.
Property Address: 5900 Quail Hollow Road, Charlotte, N. C.
Property to be acquired: 5,043 sq.ft. (0.1158 ac.) plus 10,618 sq.ft. (0.2438 ac.) Temporary Construction Easement.
Improvements: Sign, lights, and landscaping
Price: $17,700.00
Remarks: Compensation is being paid to the YMCA for the work that was performed on their property approximately one year ago. The YMCA requested that the City construct this project under a Right of Entry agreement. Compensation would be paid after construction to assure that all costs associated with the relocation of the lights and sign were included in the acquisition price.

Zoned: R-3 Use: Institution YMCA

Tax Code: 209-191-55 Tax Value: $3,731,590

Real Estate

D. Project: Woodlawn/Scaleybark Widening, Parcel No. 3
Owner(s): Claude Massey
Property Address: 1100 Woodlawn Road
Property to be acquired: 2,959.36 sq.ft. (.0679 ac.) Temporary Construction Easement 6,259.63 sq.ft. (.1430 ac.)
Improvements: Multiple trees and shrubs, split rail fence.
Price: $23,400.00
Remarks: Mr. Massey has, in effect, created a botanical garden around his house. Some species of plants are not available in this area. We are acquiring approximately 70% of his front yard. This will cause a significant loss of buffer area which is apt to change the character of the property.

Zoned: R-17 MF Use: Single/Family/Residential

Tax Code: 171-032-51 Tax Value: $216,615

Real Estate

E. Project: Monroe/Wendover/Eastway Intersection Improvements,
Parcel No. 65
Owner(s): John L. Phifer & wf., Betty H. Phifer
Property Address: 4025 Eastway Drive
Property to be acquired: 20,691 sq.ft. (0.475 ac.)
Improvements: One and one-half story brick single family residence.
Price: $96,200.00
Remarks: For the acquisition of the entire property and any improvements located thereon.

Zoned: R-17 MF Use: Residential

Tax Code: 159-062-28 Tax Value: $89,760

Real Estate

F. Project: Monroe/Wendover/Eastway Intersection Improvements,
Parcel No. 57
Owner(s): John W. Player, Sr., & wf., Eleanor S. Player
Property Address: 4201 Eastway Drive
Property to be acquired: 13,255 sq.ft. (0.304 ac.)
Improvements: One story single family residence.
Price: $41,000.00
Remarks: For the acquisition of the entire property and any improvements located thereon.

Zoned: R-17 MF Use: Residential
Tax Code: 159-062-36 Tax Value: $49,870

Real Estate

G. Project: F.A.R. Part 150 land Acquisition Program - Residential Purchase
Owner(s): Wilton L. Hipp & wife, Mildred
Property Address: 6300 Shoreline Drive
Charlotte, N. C. 28214
Property to be acquired: .575 acres
Improvements: 5 bedrooms, 3 bath, ranch with basement
Tax Value: $110,930.00 Purchase Price: $93,500.00

AVIATION

Remarks: Purchase price was determined by an independent appraiser and a review by a second appraiser. Each appraisal takes into consideration specific quality and quantity of the house. The Tax Department has lowered the evaluations in Moores Park due to "economic obsolescence" (proximity to the Airport). Residential property acquired per Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act 1970. Owners eligible for relocation benefits. Acquisition and relocation costs eligible for Federal Aviation Administration reimbursement.

H. Project:F.A.R. Part 150 land Acquisition Program - Residential Purchase
Owner(s): Richard V. Langford and wife, Mary B.
Property Address: 6304 Shoreline Drive
Charlotte, N. C. 28214
Property to be acquired: .67 acres
Improvements: 3 bedrooms, 2 bath, ranch with basement
Tax Value: $84,530.00 Purchase Price: $92,000.00
Remarks: Purchase price was determined by an independent appraiser and a review by a second appraiser. Each appraisal takes into consideration specific quality and quantity of the house. The Tax Department has lowered the evaluations in Moores Park due to "economic obsolescence" (proximity to the Airport). Residential property acquired per Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act 1970. Owners eligible for relocation benefits. Acquisition and relocation costs eligible for Federal Aviation Administration reimbursement.

AVIATION

I. Project:F.A.R. Part 150 land Acquisition Program - Residential Purchase
Owner(s): Mary Lou Stilwell
Property Address: 3713 Green Valley Road
Charlotte, N. C. 28214
Property to be acquired: .74 acres
Improvements: 3 bedrooms, 2 bath, ranch, basement
Tax Value: $58,550.00 Purchase Price: $80,000.00
Remarks: Purchase price was determined by an independent appraiser and a review by a second appraiser. Each appraisal takes into consideration specific quality and quantity of the house. Residential property acquired per Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act 1970. Owners eligible for relocation benefits. Acquisition and relocation costs eligible for Federal Aviation Administration reimbursement.

AVIATION

J. Project: F.A.R. Part 150 land Acquisition Program - Residential Purchase

Owner(s): Vernon G. Jones and wife, Juanita

Property Address: 6413 Shoreline Drive
Charlotte, N. C. 28214

Property to be acquired: .344 acres

Improvements: 3 bedrooms, 2 bath, ranch

Tax Value: $60,310.00 Purchase Price: $69,000.00

Remarks: Purchase price was determined by an independent appraiser and a review by a second appraiser. Each appraisal takes into consideration specific quality and quantity of the house. The Tax Department has lowered the evaluations in Moores Park due to "economic obsolescence" (proximity to the Airport). Residential property acquired per Federal Guidelines 49 CFR Part 24 of the Uniform Acquisition and Relocation Act 1970. Owners eligible for relocation benefits. Acquisition and relocation costs eligible for Federal Aviation Administration reimbursement.

AVIATION

**ANNOUNCEMENTS**

In its meeting on Monday, November 9, City Council will make nominations to fill vacancies on the following committees:

1. Boxing Commission
   One appointment to fill the unexpired term of Snooks Howard, who has resigned. The term ends July, 1994. Regular terms are for three years.

2. Community Resources Board
   One appointment for a three year term beginning January, 1993. The incumbent, Virginia Ryan, has resigned and does not wish to be reappointed.

3. Crimestoppers
   One appointment for a two-year term beginning January, 1993, to replace Doris Asbury, whose term has expired. Ms. Asbury is not eligible for reappointment.

4. Domestic Violence Advisory Board
   Three appointments for staggered terms (one to serve one year; one to serve two years; and one to serve three years).

5. Housing Authority
   One appointment for a three year term beginning January, 1993, to replace Kitty Huffman, whose term has expired. Ms. Huffman is not eligible for reappointment.

6. Parade Permit Committee
   One appointment beginning immediately to fill an unexpired appointment ending on March, 1993. Mr. John Singer has resigned. Regular terms are for three years.

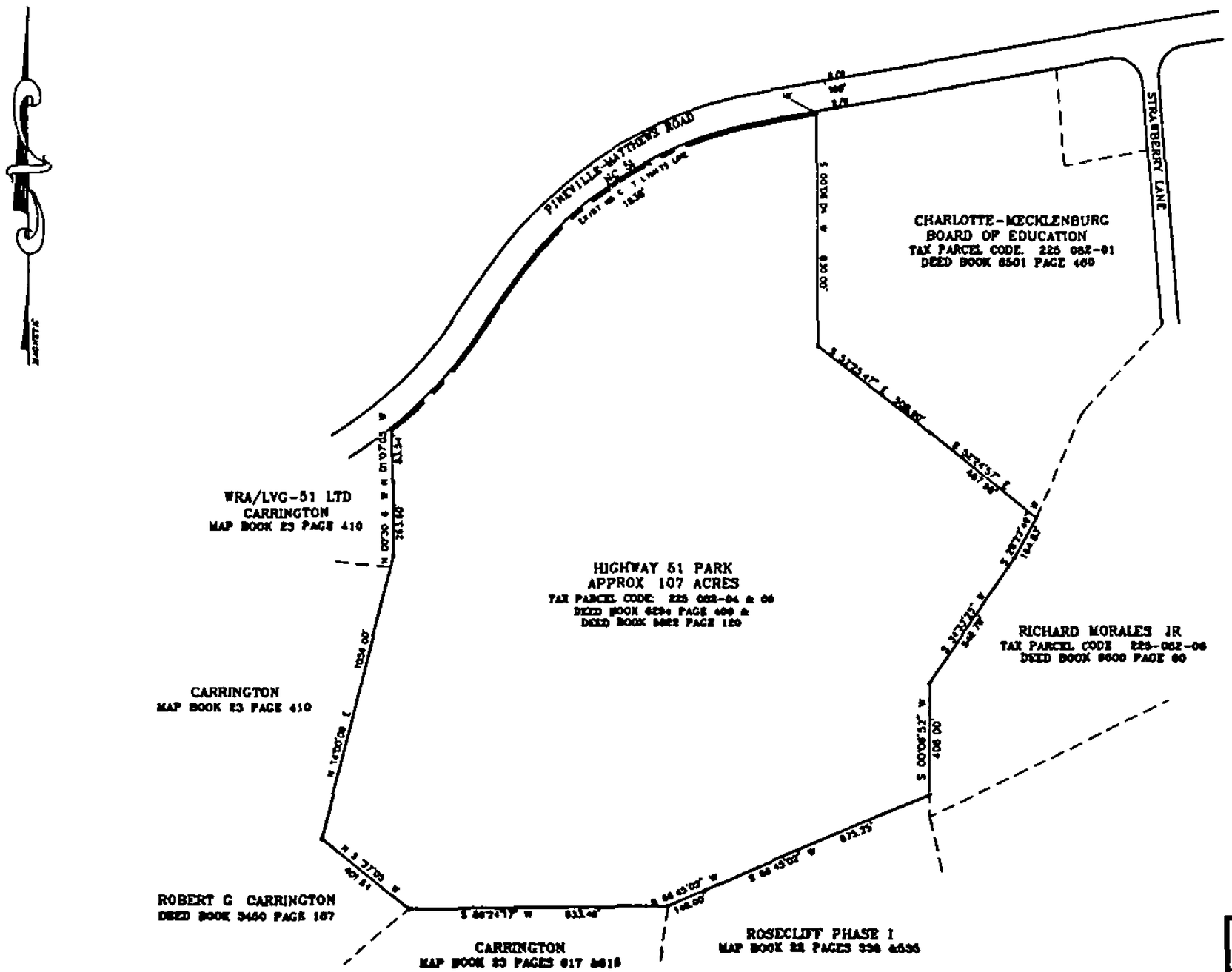
7. Sister Cities Committee
   One appointment beginning immediately to fill an unexpired term ending April 5, 1994. Susan Lebold has resigned. Regular terms are for two years.

8. Transit Advisory Committee
   One appointment beginning immediately to fill an unexpired term ending January 31, 1993, and the next full term. Lavonda Mobley has resigned. Terms are staggered, from one to three years.

9. Tree Advisory Commission
Two appointments beginning January, 1993, to serve three year terms. Incumbent Doretha S. F. Wall does not wish to be reappointed. Incumbent Jerry Z. Regenbogen is eligible for reappointment and would like to continue to serve. Terms are for three years.

10. Uptown Development Corporation Board of Directors
Councilmember to replace Ella Scarborough, whose term ends December 31, 1992.

11. Zoning Board of Adjustment
One appointment beginning immediately to fill an unexpired term ending January 30, 1994. James H. Carter has resigned. Regular terms are for three years.




NOTES

THIS PLAT WAS PREPARED FOR ANNEXATION PURPOSES ONLY AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN

PREPARED BY
CITY OF CHARLOTTE
ENGINEERING DEPARTMENT
600 EAST FOURTH STREET
CHARLOTTE NC 28202
704 336 2781

| | | |
|---|---|---|
| CHARLOTTE ENGINEERING DEPARTMENT | | |
| REVISIONS | VOLUNTARY ANNEXATION BY MECKLENBURG COUNTY | JOB NO. SASSY |
| | | FILE NO. PARK51 |
| DRAWN BY COB | HIGHWAY 51 PARK PROPERTY | SHEET 1 |
| CHECKED BY | | OF 1 |
| SURVEY SUPVR. | DATE 09-03-92 SCALE NTS | |

Background - Metropolitan Planning Organization Voting Structure

(1) At the March 18 MPO meeting, North Carolina Department of Transportation (NCDOT) staff presents a new Charlotte urbanized area boundary based on 1990 Census data which includes the towns of Indian Trail and Stallings. The expansion of the urbanized area into Union County means that the two must be asked to join the Charlotte- Mecklenburg MPO.

(2) On May 20, the MPO unanimously approves a new urbanized area boundary which includes Indian Trail and Stallings. NCDOT staff presents a draft Memorandum of Understanding for a metropolitan area which includes not only Indian Trail and Stallings but also Weddington and western Union County. The latter two areas are included in the proposed MPO because it is expected that they will become urbanized during the 20-year planning period.

(3) On August 24, Council approves a weighted voting structure recommended by Mayor Vinroot which maintains the current situation where Charlotte and Mecklenburg County together have a majority of MPO votes. Councilmember Clodfelter offers a 3/4 override provision for inclusion in the new Memorandum of Understanding.

(4) On August 26, the MPO learns that Harrisburg and Cabarrus County are not interested in joining the proposed Mecklenburg/Union MPO.

(5) On September 16, the Charlotte-Mecklenburg MPO approves metropolitan boundaries which include Indian Trail, Stallings, Weddington, and western Union County. Ernest Barry, Jr., NCBOT representative to Charlotte-Mecklenburg MPO, comments that the present Memorandum of Understanding will remain effective until the new agreement is adopted by the expanded number of jurisdictions. If representatives of local jurisdictions which will compose the Mecklenburg/Union MPO cannot agree on a voting structure/policy, the issue will be referred to the Governor for a decision. If a jurisdiction refuses to approve the new Memorandum of Understanding, it relinquishes its opportunity to have input into the transportation planning process by not being a member of the MPO.

(6) If all jurisdictions agree on a voting structure and policy at the October 21 MPO meeting, the new Memorandum of Understanding will be distributed to all members of the Mecklenburg/Union MPO for adoption. Council would likely be asked to authorize the Mayor's execution of the new agreement on November 9.

## Background

- On September 12, 1991, the Mass Transit Partnership requests CDOT, UTC, and Carolinas Transportation Compact (CTC) staffs to refine a proposed Rock Hill-to-Charlotte commuter bus route presented to Partnership members.

- On November 12, 1991, representatives from Charlotte, Rock Hill, UTC, and CTC discuss funding strategies for the commuter route. Sonny Timmerman, CTC Executive Director, volunteers to ask NCDOT and SCDH&PT for demonstration funds.

- On January, 1992, CDOT and UTC staffs present a CTC-prepared proposal requesting traffic mitigation funds allocated for the I-77 widening project (scheduled to begin Fall 1992). Although personnel from NCDOT's Construction and Traffic Engineering branches believe that the proposed bus service may reduce the number of drivers commuting through the I-77 construction zone, the State will not allocate funds from the I-77 widening project to the bus demonstration.

- On April 27, 1992, Mayor Vinroot, Councilmember Lynn Wheeler, Boyd Cauble, the UTC's Bill McGee and Mary Clayton, and Mr. Timmerman discuss a funding arrangement with the Rock Hill Council where that City contributes about 6 percent of the first-year operating deficit for a commuter bus route.

- In September 1992, Mr. Timmerman receives support from SCDH&PT staff for him to request State transit funds for the demonstration. He will present the project to a Select Oversight Committee in early December.

- On September 21, 1992, David King, Director of NCDOT's Public Transportation Division, indicates support for a demonstration project, particularly if the service includes both bus and van operation. The North Carolina Board of Transportation will have to approve the allocation of State demonstration funds.

- On September 22, 1992, Council's Regionalism Committee unanimously approves the City's participation in the Rock Hill-to-Charlotte demonstration project.

- On September 28, 1992, the Rock Hill City Council approved a $7,500 contribution toward the project.

## Rightsizing Background Information

In February, City Council approved a rightsizing process which included as a key component City Council answering the following question:

What services should Charlotte City government provide?

In July, Council requested the Personnel and Finance Committee to develop a process for assessing City services. The Committee outlined a plan in August and received Council's concurrence to move forward. The plan included:

1. Hiring a facilitator to assist the City Council through the services assessment process.

2. Involving all Council members in the process, either through the existing committee structure or otherwise.

3. Beginning the assessment process in October and completing it no later than the end of December.

4. Producing as a product:

   a. a list of services in priority order and/or
   b. a list of services to be enhanced, reduced, delivered in a different manner, maintained at the current level, or eliminated;
   c. and proposed changes in the way services are financed.

5. Holding public hearings at the end of the assessment process.

On August 27, requests for proposals (RFPs) were sent to seven consulting firms. Four firms responded to the RFP including Coopers & Lybrand, Towers Perrin, Organization Consultants, Inc., and Lyle Sumek Associates, Inc.

On September 16, the Personnel and Finance Committee reviewed and discussed the proposals with City Manager's staff (a summary review of the proposals prepared by staff is attached), and on September 28, the Committee interviewed each of the four firms.

# *SERVICES ASSESSMENT PROCESS*
## *SUMMARY OF PROPOSALS*

***Lyle Sumek Associates, Inc.***

Council Involvement
A ten step approach is outlined which includes interviews with the Mayor and City Council, workshops with the full Council, and working sessions with Council committees. The work with the full Council is proposed to take place during two, one/two day workshops.

Staff Involvement
The proposal includes two "leadership" workshops with key managers--primarily to review and understand direction of the City Council, and to identify service issues. The amount of staff time necessary to support the work of the facilitator is unknown.

Methodology: Products
The focus of the proposed approach is on **defining the mission** of the City Government of Charlotte. Interviews conducted at the beginning of the process are aimed at learning about Charlotte, understanding individual desires for City government, and what the role of the City government is in the community. The proposal is unclear as to how Council will prioritize, make decisions, identify revenue options, determine recommendations on service enhancements, reductions, and elimination, etc.

1. Meeting with Media
2. Follow-up workshop with City Council after six months

Experience
Recent client references include: Virginia Beach, VA; Aurora, CO; El Cerrito, CA; Rock Island, IL.

Cost
Project as outlined: $24,000 plus expenses.

*Organization Consultants, Inc.*

Council Involvement
OCI proposes a seven-step process utilizing individual Council member assessments of City services (using OCI's COMPAIR system) and workshops of the full Council to discuss the combined scores and resulting recommendations for changes in services. Two workshops of the full Council are proposed totaling one and one-half days.

Staff Involvement
City staff will be requested to establish a project support team to assist in developing descriptive profiles of each of the services being evaluated and in coordinating meetings. OCI also proposes that the City's Rightsizing Strategic Team complete evaluations using COMPAIR. (This increases the scope of the project and the fee by $10,000.)

Methodology: Products
The focus on OCI's approach is using **paired comparisons** to assist the Council articulate the many choices of services the City can provide. OCI suggests that the City divide its services into two classifications: staff services and direct services. Paired comparisons would only be performed on direct services.

In performing the paired comparisons of City services, each Council member will be requested to evaluate each service along two dimensions:

1. The importance or value of the service
2. The effectiveness with which each service is delivered

The results will be articulated in a matrix which shows which services are candidates for reduction, elimination, enhancement, etc.

OCI offers options for other groups to participate in the project. The City's Rightsizing Strategic Team can be added for an additional $10,000, and a 44-member Citizens Assessment Panel can be included for $30,800.

Experience
OCI has performed projects of different types for several public agencies including the Memphis Public schools and Wake County, North Carolina. Their private sector clients include Duracell, Hunt Oil, AT&T, American Tobacco Company, etc.

Cost

| | |
|---|---|
| Project as outlined for City Council only | $35,500 |
| Adding City Management Staff | $45,500 |
| Adding Citizens' Assessment Panel | $76,300 |

*Towers Perrin*

Council Involvement
Towers Perrin presents a multi-step approach which includes Council members individually completing survey instruments and meeting as a full body nine times. (Council may ask that some of the work be done in Committee.)

Council's work would include: (1) Discussing service objectives and attributes; (2) Using Towers Perrin conceptual framework for evaluating how services are financed; (3) Completing a satisfaction/importance survey of service attributes; (4) Completing a "conjoint analysis" survey which establishes priority scores for service attributes; (5) Reviewing services for reduction, elimination, enhancement, etc.

Staff Involvement
Towers Perrin's proposal reveals that much of the work between meetings would be performed by their staff. They would make "a preliminary determination of the City's overall objectives and identify service attributes"; "a preliminary assessment of whether services are currently financed in an appropriate manner," etc. In each case they would also meet with City staff to discuss their preliminary analysis.

Methodology: Products
The focus of the proposed approach is on identifying the **objectives** of services (Why does the City provide these services? What is their purpose?) and on identifying and discussing **service attributes** (e.g., response time vs. reliability).

Services would be ranked and evaluated using statistical tools. Council members would complete: (1) a satisfaction/importance survey which would provide a matrix classifying services; and, (2) a "forced choice" survey among pairs of attributes for services that have the same overall level of importance (based on the results of the satisfaction/importance survey).

The proposal also emphasizes the financing of services and working with Council to identify alternatives.

Experience
Towers Perrin has a large public sector client base. Recent clients include: Houston, TX; Lubbock, TX; Riverside County, CA.

Towers Perrin has the contract assisting the City's Rightsizing Organization Team (and working with the Mayor's Organization Structure Task Force) and will use some of the same staff for both projects.

Cost
Project as outlined: $92,800 plus travel expenses

*Coopers and Lybrand*

Council Involvement
Coopers and Lybrand presents a nine-step (task) approach which includes working with the full Council or designated Council Committees. Council's work will include: (1) developing criteria for services; (2) weighting the criteria; (3) ranking City services; (4) reviewing HIGH, MEDIUM, and LOW priority services; and, (5) reviewing alternatives on how services are financed.

Staff Involvement
Coopers and Lybrand mentions working with City staff during many of the steps in completing the assessment. Coopers and Lybrand has resources in both its Charlotte and Washington, DC offices to assist them on this project.

Methodology: Products
The focus of the proposed approach is to establish ten criteria (illustrating what is important about the service(s), e.g., "protect citizen life and safety") and weight the ten criteria. Services would then be categorized by criteria and ranked, resulting in a priority listing of services. The proposal is unclear as to how Council will rank services under each criteria.

The proposal also emphasizes the financing of services and working with Council to identify alternatives.

Experience
Coopers and Lybrand has a large public sector client base. Recent clients include: Washington, DC; Bridgeport, CT; Newark, NJ.

Coopers & Lybrand currently has the City's Financial Audit contract and will use some of the same staff for both projects.

Cost
Project as Outlined: $67,000 (includes expenses).

# SERVICES ASSESSMENT PROCESS
# CRITERIA / ISSUES

COUNCIL INVOLVEMENT (measured in estimated amount of work in Committee or full Council)

Limited — OCI — Coopers & Lybrand — Lyle Sumek — Towers Perrin — Extensive

STAFF INVOLVEMENT (measured in estimated City staff support--materials preparation, analysis, )

Limited — Coopers & Lybrand, Towers Perrin — OCI, Lyle Sumek — Extensive

METHODOLOGY PRODUCTS (see summary of approaches)

EXPERIENCE (with public sector clients)

OCI — Lyle Sumek — Towers Perrin — Coopers & Lybrand

COST

| Lyle Sumek | OCI | OCI | Coopers and | OCI | Towers Perrin |
|---|---|---|---|---|---|
| $24,000 | Council only $35,500 | with City Staff assessment $45,500 | Lybrand $67,000 | with Citizens' Assessment Panel $76,300 | $92,000 |

ORGANIZATION CONSULTANTS, INC

1913 Charlotte Drive Charlotte North Carolina 28203 704 375-6262

# RESPONSE TO REQUEST FOR PROPOSAL TO ASSIST

# CITY COUNCIL'S ASSESSMENT OF SERVICES

September, 1992

## CONTENTS


| | | Page: |
|---|---|---|
| I | Introduction | 1 |
| II. | Approach | 2 |
| III. | Research Methodology | 2 |
| IV. | Project Steps | 4 |
| V. | Assumptions and Support Responsibilities | 7 |
| VI. | Project Staffing | 7 |
| VII. | Research Option Summary, Timing and Costs | 7 |
| VIII. | Project Summary | 9 |
| IX. | Conclusion | 10 |

Appendix A: The ComPair™ Assessment Tool

Appendix B: Project Consultants

Appendix C: Organization Consultants, Inc.

Appendix D: Public and Private Client References

## I. INTRODUCTION

OCI is pleased to submit this proposal to assist City Council assess Charlotte's services.

For decades, the method of paired comparisons has been acknowledged to be the most reliable and valid methodology when subjective judgments and choices must be made Indeed, paired comparison derived performance evaluations have long been accepted as professionally sound and legal criterion data for the validation of selection techniques such as psychological tests and weighted application blanks.

The problem with the paired comparison methodology is that precisely because of its rigor and power, it has been extremely cumbersome and tedious to use. Until recently, therefore, this "best methodology" has been primarily used in research applications where the number of choices and evaluators was small.

To overcome this limitation, OCI has developed a proprietary software system, ComPair™, that makes this powerful methodology easy to use for multiple judges and multiple alternatives.

The City of Charlotte provides its citizens with a broad array of services made possible by a long period of steadily increasing revenues. Like many cities, Charlotte now confronts a period of slow or even no revenue growth. As a consequence, some services and programs will have to be reduced, redefined, restructured or, possibly, eliminated. The City has recognized this and has determined to focus its resources on effectively providing values driven services and programs. This decision means that numerous subjective choices will be required.

The problem is how to go about making the most valid and reliable subjective judgments possible. The method of paired comparisons is the most accurate, repeatable and, should the need arise, defensible approach available. OCI's ComPair™ system makes it practical to use. The technical manual, Appendix A, describes the system and its outputs.

## II. APPROACH

Many City Government functions and activities are "staff" or "support" in nature. They serve to provide support to vital services and programs that citizens receive Citizens rarely, if ever, have direct, personal contact with such support activities They are important but not usually visible.

Other functions are essentially "line" oriented; they are the portfolio of services and programs directly experienced by citizens.

Questions related to the rightsizing of staff services – such as whether to enhance or reduce the scope of support activities such as information services – cannot be properly addressed without explicitly defining which "line" services must be supported, their scope and relative priority.

Staff or support service levels are directly influenced by the "direct provision" services they facilitate. Once direct provision (or line) services are adjusted to reflect Council's priorities, staff or support service levels can be rightsized accordingly. Our approach is, therefore, to focus on these direct provision programs and services actually delivered to citizens and to define their scope according to Council's priorities. Once completed, "staff" services can be configured according to the re-established priorities.

For instance, a reduction of those direct provision services that require considerable accounting support will lead to corresponding reductions in the accounting function. Staff functions should be rightsized based on the value and effectiveness of direct provision services.

## III RESEARCH METHODOLOGY

To properly fulfill its resource allocation and quality oversight roles, City Council needs two data sets:

- The relative importance or value of the direct services and programs to the community.
- The relative effectiveness with which those direct services and programs are delivered to Charlotte's citizens.

Both of these sets of judgments are necessarily subjective and readily discernable by ComPair™

The output of such an analysis will be a matrix (see Figure 1) that can form the basis for informed City Council actions about service offerings, structure, staffing and funding.

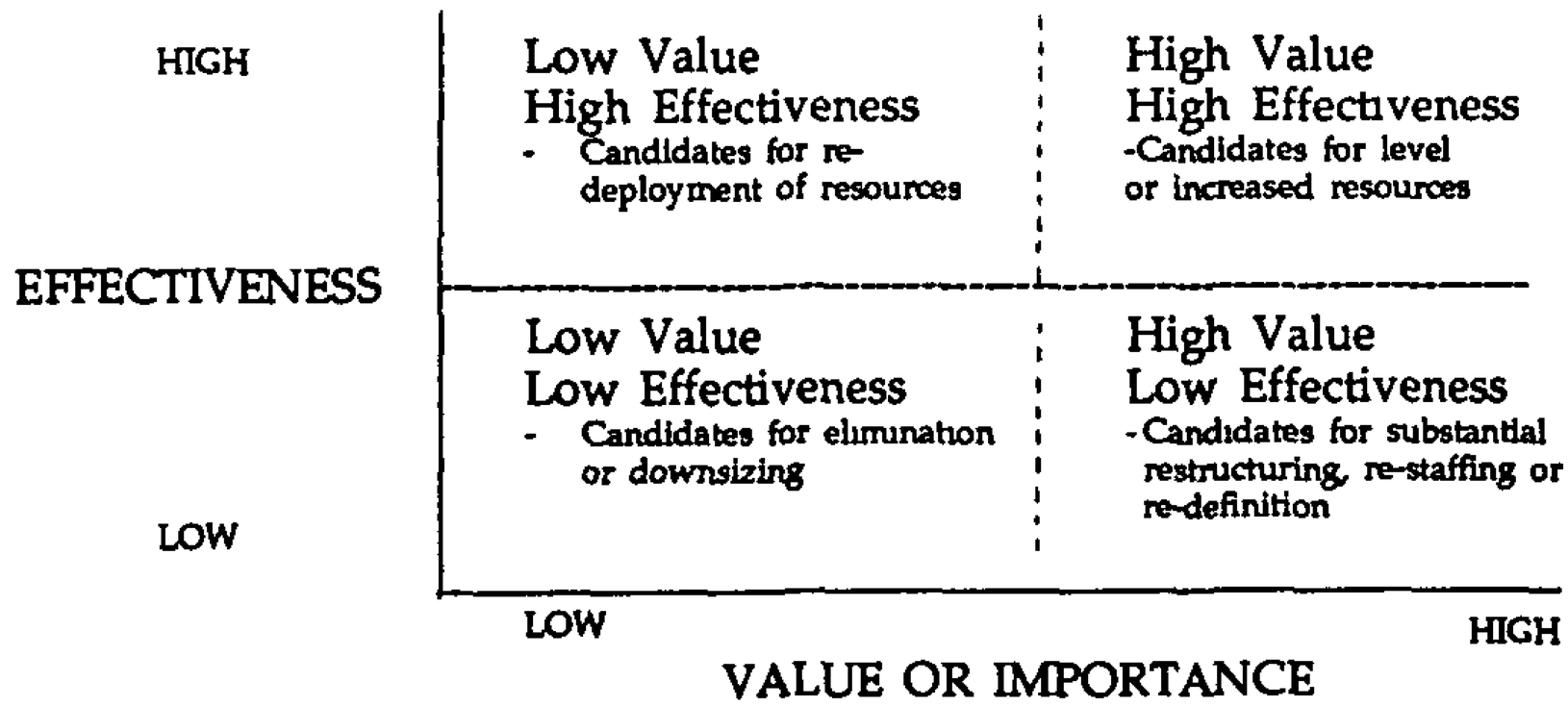



Figure 1

Who should evaluate the importance and effectiveness of City services? Using the same ComPair™ methodology, it would be possible to obtain such judgments from a sample of citizens, employees of city government as well as from City Council. Involving these additional groups as evaluators would contribute very useful information, but increase project duration and cost.

*City Council Members:* As the elected representatives of Charlotte citizens, and in the interest of time and cost avoidance, City Council could clearly make both the required judgments.

*City Government Employees:* An option, and one that we recommend, is to ask the city government's internal 12 person Strategic Management Group to individually evaluate the effectiveness of the selected direct provision

services These evaluators should have considerable day-to-day information about service effectiveness

*Citizens Of Charlotte·* There is a third, powerful research option: that of adding to the service assessment process a sample of Charlotte citizens. Ideally, this most important group of stakeholders would be represented by a stratified, random sample of citizens who would also perform the service value and service effectiveness evaluations. This process would pose major logistical problems. Some who were selected might not wish to be involved. Some simply could not afford the time. Others might have neither knowledge nor interest. The entire process could become seriously elongated and more costly. As a compromise, we offer a third alternative. Each City Council member could appoint up to four constituents to serve as a Citizens' Assessment Panel.

These citizen representatives would individually perform both direct provision service value and experienced service effectiveness evaluations using ComPair™.

Regardless of the option selected, the process of evaluation will be similar. Evaluation activities of City government employees and citizens would parallel the evaluation activities of City Council – including an explanatory meeting, 1:1 assistance, and complete confidentiality of individual responses, as described in the steps below.

## IV. PROJECT STEPS

STEP 1
Project Introduction
& Organization

- Meet with City Council; introduce consultant team, review project scope, expectations and project steps. Present analytical model/methods to be used; respond to questions.

- Appoint and review the role of the project support team. Comprised of City Government employees, this team will provide assistance in scheduling and developing reference materials described in Step 2.

STEP 2
Develop Service Profiles

- Meet with project support team and collaboratively classify City services into (i) those which directly service citizens (direct provision services) and (ii) those that primarily service City Government or support direct provision services (staff services)

- Provide Council with an opportunity to review and ratify the staff/direct provision service classifications

- In collaboration with the project support team, develop a descriptive profile of each "direct service" identified. This profile will be used as a ready reference, and will summarize pertinent available information to assist Council members and, if the option is selected, others in making evaluations. It will include City analyses, benchmarks, budget, and manpower projections.

STEP 3
Evaluate Services

- Council members, and perhaps citizens and the Strategic Management Group, will conduct COMPAIR™ evaluations individually, which will be scheduled at their convenience. OCI will provide assistance to each evaluator on a 1:1 basis. The Service Profiles developed above will be provided as reference to assist evaluators.

- PC-based COMPAIR™ will guide council members in evaluating each "direct" service along two dimensions: (1) the importance or value of the service and (2) the effectiveness with which each is delivered. If engaged, the Strategic Management Group will complete evaluations of effectiveness alone. Citizens, like council members, would make both evaluations.

- Once all council members have completed their evaluations, their selections will be analyzed and tabulated for review Evaluations made by individual council members will be held strictly confidential as will those of city employees and citizens, if these options are selected Areas of high consensus and disparity will be identified.

STEP 4
Consensus Building Workshop

- OCI will conduct a half-day workshop with Council members to build consensus about the service evaluations. The custom-designed workshop will present and explain the results of COMPAIR™ evaluations from Council and, if engaged, the other evaluator groups; encourage open discussion and the resolution of council differences.

STEP 5
Re-Evaluate Services

- City Council members privately repeat their evaluations following the consensus building workshop. OCI will provide 1:1 assistance.
- COMPAIR™ evaluations will be analyzed to tabulate the City's direct services in order of Council's priorities.

STEP 6
Planning Workshop

- The objective of this one-day retreat will be to (a) to list services that need to be enhanced, reduced, maintained, eliminated or delivered in a different manner; and (b) explore alternatives to service financing.
- OCI will provide statistical analyses based on their COMPAIR™ evaluations and facilitate members in reaching joint decisions.

STEP 7
Summary and Presentation Of Findings and Decisions

- OCI will summarize Council determined strategy and direction based on the results of the planning workshop.

## V. ASSUMPTIONS AND SUPPORT RESPONSIBILITIES

- City Council members (and possibly other evaluator groups) will devote the time needed to make the value and/or effectiveness judgments, and will mutually contribute to the development and ratification of a list of direct provision services to be evaluated.

- A project support team comprised of City staff will assist in developing descriptive profiles of each service being evaluated, scheduling evaluators and coordinating meetings

- City staff will provide office space and IBM compatible computers for City Council use during this research.

- City staff will make arrangements and provide space for the workshops envisioned in this proposal.

- There will be no more than 40 services to be evaluated. There will be eleven evaluators from City Council, and if engaged, twelve evaluators from the Strategic Management Group, and a maximum of 44 citizens who would participate in the process.

## VI. PROJECT STAFFING

The project will be jointly managed by Nimish Jhaveri, creator of ComPair™ , and John Keller, Ph.D. Both are owner-principals of OCI and both are Certified Management Consultants. Their biographies are attached in Appendix B. They will be assisted by other OCI professionals as needed to assure a successful assignment. A description of OCI together with its history, competencies and clients is attached as Appendix C.

## VII. RESEARCH OPTION SUMMARY, TIMING AND COSTS

In the proposal we have described three study methodologies:

A. Relying solely on City Council members to perform both evaluations -- direct provision services' value and service effectiveness using ComPair™.

B. Adding the knowledge of city staff through the Strategic Management Group to assess relative service effectiveness also using ComPair™. The addition of the Strategic Management Group as assessors adds an important dimension at modest additional cost. Depending on available funds, we recommend this addition.

C. Using a Citizens' Assessment Panel of forty four citizens (four appointees per council member.) These citizen representatives would perform direct provision service value and experienced service effectiveness evaluations using ComPair™. This addition obviously adds many important benefits, but it nearly doubles the number of evaluators. It more than doubles the number of data passes. *We estimate that it will add six weeks to the* duration of the project.

The project duration and costs for each of these options is detailed below.

| *Option* | *Total Duration* | *Total Fee* |
|---|---|---|
| A. Involving City Council Members only | 10 weeks | $35,500 |
| B. Adding City Government staff (Strategic Management Group) | 12 weeks | $45,500 |
| C. Adding the Citizens' Assessment Panel | 18 weeks | $76,300 |

Assuming an early October start, completion of the assignment (steps 1 - 6) for options A and B is expected by end-December, 1992. Estimated time and costs for these options assume the use of city space, scheduling help and computers, as described in Section V.

## VIII. PROJECT SUMMARY

| STEP | 1 | 2 | 3 | 4 | 5 | 6 |
|---|---|---|---|---|---|---|
| **Activity** | OCI/City Council meeting. Project intro, Presentation of analytical models, Project support team appointments. | Classification and ratification of staff and direct provision services; develop Service profiles for reference | City Council members (and other evaluators) privately evaluate relative service importance using ComPair™ -- Individual assistance from OCI. | Consensus-building workshop with City Council Presentation and explanation of Step 3 outcomes, Identification of differences and/or problems, open discussion | City Council members privately re-evaluate services using ComPair™ -- individual assistance from OCI | Facilitate retreat with City Council Present Effectiveness and Importance matrix from study data Assist understanding and decision processes |
| **Duration** | 2 hours | 3 weeks | 2 hours for each evaluator, can be conducted in parallel | Half day | 2 hours for each Council Member, can be conducted in parallel | 1 day |
| **Outcome** | Questions answered, Project Support Team appointed | An agreed upon list and description of citizen services | Distribution, scores and statistics showing evaluators' combined judgments of service importance and effectiveness. | Understanding and, we hope, agreement on relative service priorities using the best available methodology, ComPair™ | Distribution, scores and statistics showing refined assessments of service priorities using ComPair™ | Data based, Council determined strategy and direction grounded on the acknowledged best methodology |

## IX. CONCLUSION

OCI is proud to present this proposal. Like many organizations, public and private, the City of Charlotte faces a period of flattening revenue growth which can only be addressed by a process that aligns services with customer (citizen) needs and values We hope and believe our approach is fully responsive to the City's needs. We welcome your comments and questions.

Nimish H. Jhaveri, CMC
Principal
Organization Strategy
& Development

John V. Keller, Ph.D., CMC
Principal
Organization Design
& Development

## Refinancing of Dr. Paul McGill's Loan

Why is the City doing this?

The borrower is not in a position to pay off the loan balance and is, therefore, requesting a five year extension of the loan maturity date.

- Dr. McGill's orthodontics practice was only marginally profitable as of December 31, 1990 and December 31, 1991 with net income of $1,195 and $13,833 for each of the above mentioned periods.

- The orthodontic practice itself, in fact, realized operating losses of -$17,732 and -$13,717 during the periods December 31, 1990 and December 31, 1991. However, as a result of miscellanous rental income, Dr. McGill was able to generate nominal profits of $1,195 and $13,833 as indicated.

- Despite the nominal profit of the business, Dr. McGill is not in a strong enough financial situation to enable him to pay off his bank and/or City loan and has, therefore, requested an extension of five years for both loans.

What are Council's options?

1. Approve the requested $112,828.32 loan extension for Dr. McGill to enable the business to continue to operate in the Beatties Ford Road corrider. (If this option is chosen, this dental office will remain in the Beatties Ford Road corrider and a much needed service will continue to be conveniently located for area residents. Additionally, existing jobs currently held by low to moderate income individuals will be retained.)

2. Disapprove the requested $112,828.32 loan extension for Dr. Paul McGill. (If this option is chosen, the borrower, who does not have the cash to pay off the City loan, would be forced to seek other resources to repay the City loan. He may also have to relocate from his 1404 Beatties Ford Road site which would eliminate a much needed service being provided to the Beatties Ford Road corridor, and jobs currently held by low to moderate income individuals may be lost.)

## BACKGROUND

### Terms of Loans

1) NationsBank
   Amount: $103,445.82
   Rate: 8.6% (fixed)
   Term: Five (5) years

2) City of Charlotte
   Amount: $112,828.32
   Rate: 6%
   Term: Five (5) years (15 year amortization)

### Security

1) NationsBank -
   First Deed of Trust on land, building and improvements at 1404 Beatties Ford Road, Charlotte, NC

2) City of Charlotte -
   Second Deed of Trust on land, building and improvements at 1404 Beatties Ford Road, Charlotte, NC

The property provides sufficient collateral for both loans as evidenced below:

| | |
|---|---|
| Tax Value (land and improvements) | $309,010.00 |
| NationsBank Loan | (103,445.82) |
| City of Charlotte Loan | (112,828.32) |
| Collateral Margin After Loans | $ 92,735.86 |

### Financial Information - Corporate Statement

#### Income Statement

| | 12/31/90 | 12/31/91 |
|---|---|---|
| Revenue | $202,846 | $205,978 |
| Expenses | 220,578 | 219,695 |
| Net Operating Income (Loss) | ($ 17,732) | ($ 13,717) |
| Other Income (Including Rental Income) | 19,652 | 26,231 |
| Net Profit Before Taxes | $ 1,920 | $ 12,514 |
| Less: Taxes | -725 | +1,319* |
| Net Profit After Taxes | $ 1,195 | $ 13,833 |

*Represents tax credit

## Balance Sheet as of 12/31/91

| | | |
|---|---|---|
| Total Assets | | $266,107 |
| Current Assets | $ (131) | |
| Building & Improvements | 266,158 | |
| Other Non-Current Assets | 80 | |
| Total Liabilities | | $223,910 |
| Current Liabilities | $ 3,843 | |
| Non-Current Liabilities | 220,067 | |
| Owner's Equity | | $ 42,197 |
| Total Liabilities and Owner's Equity | | $266,107 |

## PROJECT DESCRIPTION

P&A INVESTMENTS and ANDERSON/CULBERTSON PARTNERSHIP (the "Seller(s)") own forty-eight (48) single-family residential properties scattered throughout various communities in the City of Charlotte. All properties are located in City Within a City geographic boundaries. The properties are appraised at an aggregate total of $1,496,000 (See Page 41, "EXHIBIT B", of REHABILITATION AND SALE AGREEMENT.) Certain of the properties have been cited for violation of the City of Charlotte Housing Code.

| Neighborhoods Involved | Number of Houses |
|---|---|
| Cherry | 1 |
| Belmont | 9 |
| Plaza | 3 |
| Plaza Hills | 4 |
| Villa Heights | 6 |
| Thomasboro | 2 |
| Enderly Park | 3 |
| Southside Park | 4 |
| Tryon Hills | 3 |
| Smallwood | 4 |
| Biddleville | 3 |
| University Park | 2 |
| Druid Hills, North Charlotte, Dalton, Clanton Park, 1 each | 4 |
| | 48 |

Size of Houses

| Number of Rooms | Bedrooms/Baths | Total |
|---|---|---|
| 5 | 2/1 | 16 |
| 6 | 2/1 | 8 |
| 6 | 3/1 | 12 |
| 6.5 | 2/1.5 | 2 |
| 6.5 | 3/1.5 | 1 |
| 7 | 2/1 | 1 |
| 7 | 3/1 | 5 |
| 7 | 4/1 | 1 |
| 9 | 3/2 | 2 |
| | | 48 |

(See attached address list and pictures of houses)

The majority of the properties are occupied by low-income families and individuals residing in them under lease agreements with the Seller(s). The Seller(s) desire to rehabilitate and/or improve those cited properties in order to "bring them up to Code" and then offer them for sale to low-income families earning not more than 80% of the

Charlotte area median income. Current tenants and neighborhood residents or families on the Charlotte Housing Authority and Relocation Housing Waiting Lists shall be given preference in the opportunity to purchase their own homes.

The Seller(s) shall relocate, at their sole expense, any of the present inhabitants of the properties to be rehabilitated and/or improved and/or sold, at the same or a lesser rental rate as that currently being charged the displaced tenant.

The Community Development Department of the City of Charlotte proposes to make funds available from its Community Development Block Grant Program with which to facilitate the rehabilitation and/or improvement and sale of the properties. The funds will consist, initially, of a deferred payment loan to Seller(s) of the sum of up to TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, without interest, from which the Seller(s) may draw to pay the rehabilitation and/or improvement costs (hereinafter "Rehab Loan".)

The purchase price for each property shall be the total of the current appraised value plus the actual costs to rehabilitate and/or improve the property as reflected in the total amount drawn by the Seller(s) against the Rehab Loan for that purpose.

As the properties are brought into Code compliance and are offered for sale, the Community Development Department proposes to make available deferred payment (DPL) loans to the prospective Purchaser(s), without interest, in an amount equal to fifteen (15%) percent of the agreed purchase price.

The Purchaser(s) may obtain a conventional loan from the balance of the purchase price or, if the Purchaser(s) is/are unable to obtain such a loan, the Seller(s) will finance the balance of the purchase price (balance purchase money (BPM) loan), with interest at the FHA Par rate plus 1%, or such lesser rate as may be agreed upon from time to time, payable over a period of twenty (20) years, in monthly installments of principal and interest, plus escrow deposits for taxes and insurance premiums and a maintenance reserve of $41.67 per month (total = PITIMR.) The escrow deposits for maintenance reserve only will be collected by the Servicing Agent for the Seller(s) or their successors and/or assigns and shall be remitted monthly to the Finance Department of the City which will administer the maintenance fund.

From the down payment paid by the City to the Seller(s) on behalf of the Purchaser(s), the Seller(s) shall pay certain closing costs of the sale transaction plus any amount(s) required to clear the title to the purchased property which will serve as collateral for both the BPM and DPL loans. The Purchaser(s) shall be required to pay an application fee of $350.00 with the loan application, which sum shall be applied to Purchaser(s)' prepaid closing costs when the purchase is consummated or refunded if the purchase is not consummated.

The City funds remaining after payment of the rehabilitation and/or improvement costs and the down payments, as set forth above, will be reserved by the City in an Acquisition Revolving Fund (ARF) in an amount equalling at least thirty (30%) percent of the outstanding balances of the BPM loans for the purpose of bidding in at public sale any of the properties which are subject to foreclosure due to default by the Purchaser(s)/Mortgagor(s).

In addition to default in payment of the BPM loan, failure to maintain the security property in good condition shall also constitute an incidence of default on the part of the Purchaser(s). The City shall be entitled to make inspections, at least annually, to assure both the Owner and Holder of the BPM Note and Deed of Trust and the City that the security property is, in fact, being maintained in good condition.

Prospective Purchasers will be pre-qualified as to employment, credit-worthiness, income etc. in accordance with criteria compiled from Community Development and commercial lending standards. Final approval of Purchasers shall be by mutual consent of the Seller(s) and the City.

Feature of the Proposal

1. Attract Private Investment.

   The proposed City commitment of $960,700 will attract approximately $1,496,000 in rehabilitated housing. City funds will represent 39% of the funds required for the project and will be repaid over 20 years. Private funding will be 61% of funding for a leverage ratio of 1.5 to 1.

2. Service to low and moderate income families.

   Most residences will be affordable to low-income families for whom home ownership has not heretofore been feasible. Initial monthly payments will average $300.00 per month, including principal, interest, and escrow for taxes, insurance and maintenance reserve. Half of the units contain two bedrooms and one bath and approximately half contain at least three bedrooms and one bath. A few are even larger.

3. Service to City/Public Housing Authority Tenant Waiting Lists.

   Tenants currently living in the units and in the neighborhood or on the Charlotte Relocation Housing Waiting List or the Charlotte Housing Authority Waiting List shall be given a preference in consideration for the purchase of the units, providing that they otherwise meet the criteria established for purchase of the units.

Seller(s) may also sell to persons not on the ...Waiting Lists, provided such persons: (1) meet the median income criteria for the project; (2) are then living in substandard, overcrowded or unaffordable housing; and (3) meet any additional reasonable and lawful criteria established by the Seller(s).

4. Long Term Affordability.

The contemplated twenty-year financing will make home ownership affordable to low to moderate income families.

5. Neighborhood Renewal.

The proposed project utilizes scattered sites and, by rehabilitating and upgrading substandard structures, bringing each into Code compliance at the very minimum, serves to improve several neighborhoods and stabilize the community through home ownership.

6. Subsidy Mechanism.

No ongoing operating or subsidies from the City, other than those outlined here, are planned. The City commitment of $960,700 is all that is being requested by the proponents. The financing breakdown is as follows:

Total exposure of City:

| | |
|---|---|
| Rehabilitation Loan to Seller(s) | $ 250,000.00* |
| Loans to Purchasers | 261,900.00* |
| Acquisition Revolving Fund | 448,800.00** |
| CDBG Funds | $ 960,700.00 |

* repayable in full by the end of twenty years
**reserve for possible acquisition and subsequent resale of foreclosed properties

The total cost to rehabilitate the subject properties is anticipated to be approximately $250,000.00 to be repaid in full by the end of twenty years from the date of completion of the first housing unit. The anticipated loans to Purchasers total $261,900.00 to be repaid in full at the end of twenty years from the date of purchase.

7. Compliance With Housing Location Policy Plan.

This project complies because home ownership is exempt from the Plan.

8. Financing and Loan Terms of the Project

| | |
|---|---|
| City Rehabilitation Loan | $ 250,000.00 |
| Present Total Appraised Values | 1,496,000.00 |
| Total Sales Price of 48 Houses | $1,746,000.00 |

** Financed by:

| | |
|---|---|
| City Loans to Purchasers | $ 261,900.00(15%) |
| Balance Purchase Money Loans by Seller(s) or Commercial Lender(s) | 1,484,100.00(85%) |
| | $1,746,000.00 |

9. Cost Comparison

| | |
|---|---|
| Average Price to Purchaser(s) of Rehabilitated/Upgraded Home | $ 36,375.00 |
| Average Per-Unit Cost to City for last Rental Housing Units Financed by the City (McMullen Wood) | $ 33,000.00 |

-vs-

| | |
|---|---|
| Average Per-Unit Cost to City for Home Ownership | $ 20,014.00 |

10. Estimated Mortage Payments.

15% Down Payment

| House Cost | Down Payment | | Payment* | ARP |
|---|---|---|---|---|
| $25,000.00 | $ 3,750.00 | 360@ | $ 229.07 | 7.875 |
| $27,000.00 | $ 4,050.00 | 360@ | $ 241.40 | 7.875 |
| $29,000.00 | $ 4,350.00 | 360@ | $ 253.72 | 7.875 |
| $31,000.00 | $ 4,650.00 | 360@ | $ 266.05 | 7.875 |
| $33,000.00 | $ 4,950.00 | 360@ | $ 278.37 | 7.875 |
| $36,000.00 | $ 5,400.00 | 360@ | $ 296.86 | 7.875 |

*Payment include $50.00 Tax and $25.00 Insurance Escows

11. Monthly Rents Comparisons Vs. Mortgage Payments

Rents for McMullen Wood (last multi-family housing unit development financed by the City) -

2 BR - $240.00/month
3 BR - $270.00/month
4 BR - $300.00/month

SINGLE-FAMILY HOMES OWNED BY

ANDERSON/CULBERTSON AND P&A INVESTMENT

| | Address | Tax Code | Tax Value | Listing Price | Appraised Value |
|---|---|---|---|---|---|
| 1. | 2405 Barry Street | 083-133-10 | $ 25,870 | $ 29,500 | $ 28,000 |
| 2. | 2413 Barry Street | 083-133-12 | 25,640 | 29,500 | 29,000 |
| 3. | 2416 Barry Street | 083-147-04 | 28,900 | 34,500 | 28,000 |
| 4. | 2425 Barry Street | 083-133-15 | 29,690 | 31,500 | 29,500 |
| 5. | 620 Cantwell Street | 063-071-12 | 47,010 | 49,500 | 44,000 |
| 6. | 2911 Carol Avenue | 071-097-18 | 33,950 | 34,500 | 36,000 |
| 7. | 1106 Catawba | 083-096-19 | 19,770 | 32,500 | 24,000 |
| 8. | 630 Chicago | 145-022-01 | 27,450 | 27,500 | 27,000 |
| 9. | 2842 Col Cir | 067-073-13 | 34,350 | 42,500 | 35,000 |
| 10. | 3107 Col Cir | 067-041-13 | 47,270 | 42,500 | 38,000 |
| 11. | 617 Colorado(Dogwood) | 085-044-22 | 36,850 | 38,950 | 32,000 |
| 12. | 6824 Deanwood | 167-092-02 | 41,250 | 42,500 | 35,000 |
| 13. | 1113 Drummond | 083-141-11 | 33,790 | 35,950 | 30,500 |
| 14. | 2605 Dundeen | 069-062-32 | 20,500 | 25,000 | 22,000 |
| 15. | 2905 Grimes Street | 085-052-10 | 24,060 | 27,500 | 26,000 |
| 16. | 1704 N. Harrill | 081-146-13 | 22,790 | 31,800 | 32,500 |
| 17. | 1821 N. Harrill | 083-094-11 | 30,480 | 38,300 | 32,000 |
| 18. | 1736 Hawthorne Lane | 081-191-62 | 28,250 | 36,000 | 35,000 |
| 19. | 3420 Holt Street | 091-093-07 | 40,480 | 46,000 | 32,500 |
| 20. | 804 Jackson Avenue | 080-211-20 | 48,520 | 46,500 | 45,000 |
| 21. | 721 McArthur | 077-089-10 | 24,330 | 25,000 | 24,000 |
| 22. | 619 (647) Miller | 145-022-08 | 27,470 | 27,500 | 27,000 |
| 23. | 634 Miller | 145-021-13 | 27,970 | 27,500 | 27,000 |
| 24. | 638 Miller | 145-021-01 | 27,970 | 27,500 | 27,000 |
| 25. | 3600 Oakwood | 091-099-17 | 33,880 | 35,800 | 38,500 |
| 26. | 823 Parkwood Avenue | 083-043-13 | 21,920 | 44,000 | 26,000 |
| 27. | 1516 Parson | 081-163-16 | 25,660 | 32,500 | 21,000 |
| 28. | 2001 Parson | 083-102-02 | 37,870 | 32,000 | 31,000 |
| 29. | 1509 Pegram Street | 081-149-04 | 13,810 | 28,500 | 31,500 |
| 30. | 1521 Pegram Street | 081-149-07 | 14,800 | 29,500 | 29,000 |
| 31. | 437 W. Peterson | 145-255-02 | 31,690 | 44,500 | 36,000 |
| 32. | 2501 Pinckney | 083-064-09 | 34,130 | 34,500 | 32,000 |
| 33. | 417 Plymouth | 079-017-20 | 32,500 | 38,500 | 29,000 |
| ~~34.~~ | ~~3100 Ridge Avenue~~ | ~~145-173-19~~ | ~~17,220~~ | ~~15,000~~ | ~~19,000~~ |
| 35. | 2026 Rozz. Ferry | 069-019-04 | 31,500 | 32,500 | 35,000 |
| 36. | 924 Rowan | 063-076-24 | 19,790 | 39,000 | 30,000 |
| 37. | 2942 Rubine Street | 145-223-01 | 28,890 | 34,500 | 29,000 |
| 38. | 135 Seldon Drive | 069-036-01 | 26,890 | 42,500 | 32,000 |
| 39. | 600 Seldon Avenue | 069-051-32 | 29,500 | 34,500 | 34,000 |
| 40. | 505 State Street | 071-072-06 | 10,020 | 22,500 | 21,000 |
| 41. | 1105 State | 071-094-07 | 25,970 | 36,900 | 30,500 |
| 42. | 2927 Tuckaseegee | 065-048-06 | 17,010 | 38,500 | 35,000 |
| 43. | 1716 Umstead | 081-165-33 | 17,080 | 32,500 | 31,000 |
| 44. | 634 Waco Street | 125-244-02 | 29,090 | 33,300 | 33,000 |
| 45. | 3101 Yadkin Avenue | 083-083-02 | 21,020 | 36,500 | 26,000 |
| 46. | 808 E. 20th | 081-108-14 | 26,390 | 32,500 | 29,000 |
| 47. | 820 E. 20th | 081-108-11 | 19,480 | 32,500 | 28,000 |
| 48. | 717 E. 24th Street | 083-101-04 | 36,520 | 44,000 | 28,500 |
| 49. | 1316 E. 35th | 093-091-22 | 53,520 | 63,000 | 54,000 |
| | | | ~~$1,411,390~~ | ~~$1,720,000~~ | ~~$1,515,000~~ |
| | | | $1,394,170 | $1,705,000 | $1,496,000 |

1. 2405 BARRY STREET

2 2413 BARRY STREET

3. 2416 BARRY STREET

4. 2425 BARRY STREET

5. 620 CANTWELL STREET

6. 2911 CAROL AVENUE

7. 1106 Catawba Avenue

8. 630 Chicago Avenue

9. 2842 Columbus Circle

10 3107 Columbus Circle

11. 617 Colorado Avenue (Dogwood)

12. 6824 Deanwood Place

13. 1113 Drummond Avenue

14 2605 Dundeen Street

15 2905 GRIMES STREET

16 1704 N. HARRILL STREET

17. 1821 N. HARRILL STREET

18 1736 HAWTHORNE LANE

19 3420 HOLT STREET

20. 804 JACKSON AVENUE

21. 721 McArthur Avenue

22 619 (647) Miller Street

23 634 MILLER STREET

24 638 MILLER STREET

25. 3600 Oakwood Avenue

26 823 Parkwood Avenue

27. 1516 PARSON STREET

28 2001 PARSON STREET

29 1509 PEGRAM STREET

30. 1521 PEGRAM STREET

31. 437 W. PETERSON

32 2501 PINCKNEY AVENUE

33 417 PLYMOUTH Avenue

35. 2026 Rozzelles FERRY ROAD

36. 924 ROWAN STREET

37. 2942 RUBINE STREET

38. 135 SELDON DRIVE

39 600 SELDON DRIVE

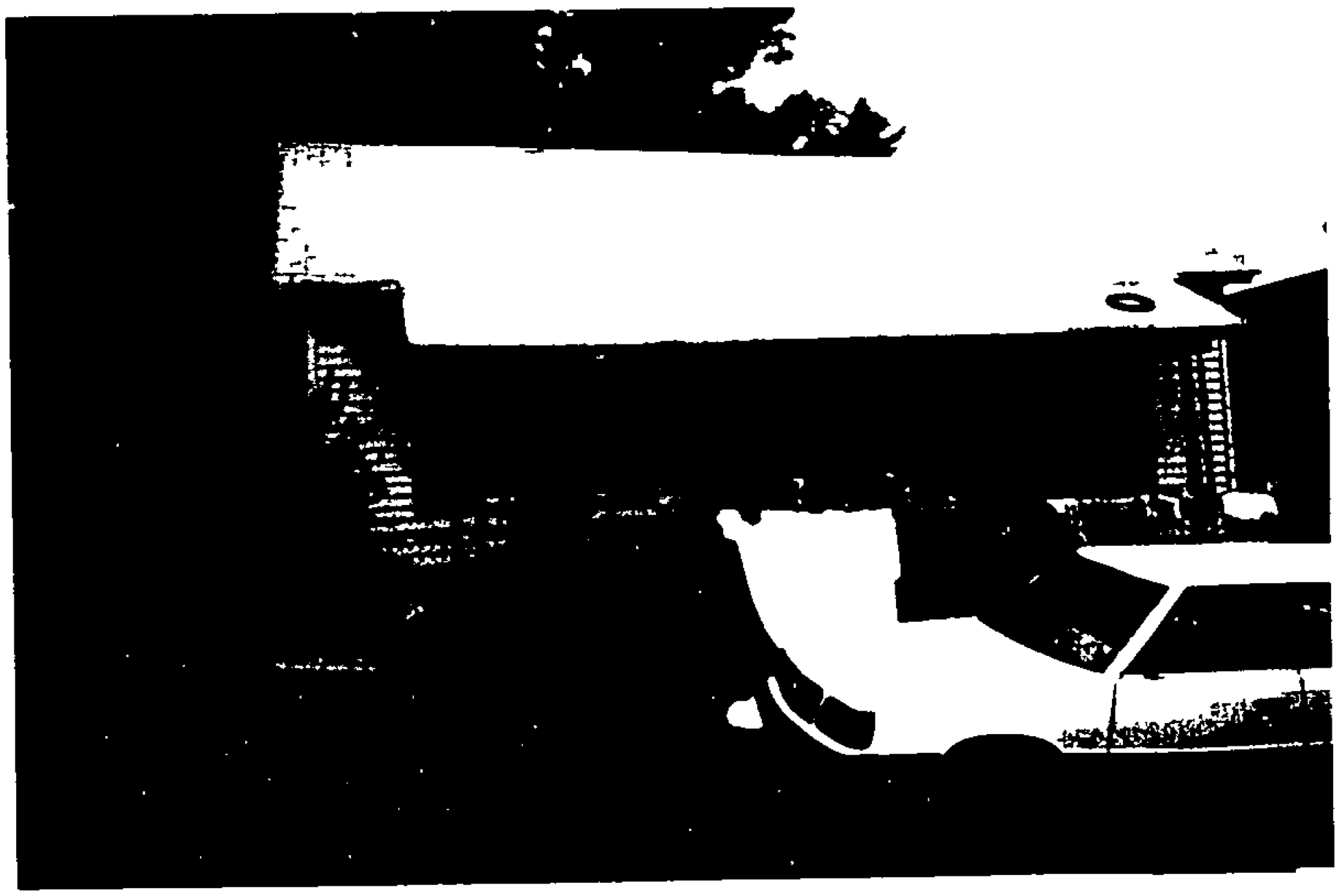
40. 505 STATE STREET

41 1105 STATE STREET

42 2927 Tuckaseegee Road

43 1716 Umstead Street

44. 634 WACO STREET



45 3101 YADKIN AVENUE

46. 808 E 20Th STreeT

47 820 E 20Th STreeT

48 717 E. 24Th STreeT

49 1316 E. 35Th STreeT

Exhibit 1

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**MEMORANDUM OF AGREEMENT**

THIS MEMORANDUM OF AGREEMENT, made and entered into this _____ day of _____, 1992, by and between THE CITY OF CHARLOTTE, a municipal corporation of the State of North Carolina, hereinafter referred to as "The City," and WACHOVIA BANK OF NORTH CAROLINA, a National Banking Association, hereinafter referred to as "Wachovia";

WITNESSETH:

WHEREAS The City has entered into a REHABILITATION AND SALE AGREEMENT with certain parties who own and wish to rehabilitate and/or improve and sell certain existing dwellings located throughout the City of Charlotte, North Carolina, for the purpose of providing low-income housing (hereinafter referred to as "the Project"); and

WHEREAS The City is interested in facilitating the rehabilitation and/or improvement and sale of these properties for the purpose of providing low-income housing and is willing to make certain loans, both to the Sellers and to the eventual Purchasers of the properties included in the Project; and

WHEREAS, in addition, The City is willing to lend to the prospective Purchasers of the properties within the Project funds to cover the equity investments therein, and Wachovia is willing to finance the purchase of homes for first-time home buyers in Mecklenburg County under the auspices of its Neighborhood Revitalization Program "NRP" loans, which are mortgage loans especially designed to accommodate those families with an income of $30,000 or less; and

WHEREAS the underwriting criteria for application and approval for the loans to the prospective Purchasers have been developed by agreement between the parties and are set out in EXHIBIT ___ attached hereto and incorporated herein by reference;

NOW, THEREFORE, in order to accomplish the intentions and purposes of this ...AGREEMENT, The City and Wachovia agree as follows:

ARTICLE I

THE LOAN

Although the Wachovia NRP loans are mortgage loans especially designed to accommodate those families with an income of $30,000 or less, there is a provision for a higher income limitation for larger families. The maximum loan amount is $60,000. The repayment term is up to 30 years, with a fixed rate of interest.

Under normal circumstances, Wachovia requires the Purchaser to make a 3% downpayment, and pay for closing costs and prepaids. Since The City is lending the Purchasers an amount equal to 15% of the Purchase Price, and the Sellers are paying the closing costs, Wachovia is willing to waive the normal equity investment of the Purchaser. The Purchaser will be responsible for paying any prepaid expenses such as homeowners insurance and pro rata ad valorem taxes. Wachovia also will provide its preferred rate of interest by virtue of the secondary loan of 15% provided by The City with repayment deferred until the primary loan has been paid in full.

Wachovia will utilize its standard NRP loan underwriting requirements. These requirements are substantially more lenient than standard mortgage underwriting requirements. Reference is hereby made to the brochure "ARE YOU READY FOR HOME OWNERSHIP?" attached hereto as EXHIBIT ___, which describes the fundamentals of the loan program and typical closing costs. These fundamentals are subject to change from time to time, however, Wachovia would anticipate only minor adjustments.

The basic underwriting requirements are:

Security to be a standard Promissory Note secured by a first Deed of Trust

Appraisal ordered by Wachovia

Survey

Title Insurance

Homeowners' Insurance

Escrow for taxes and insurance

In compliance with the City's requirement, Wachovia will also handle a special Maintenance Reserve Escrow Account (MR).

## ARTICLE II

## THE LOAN PROCESS

Wachovia NRP Loan Specialists will meet with the Applicants and process the loans from start to finish. This is important to insure that Wachovia is in compliance with several regulations regarding mortgage lending. Wachovia has the wherewithall to diligently expedite this process, to quickly identify problems, and to address any exceptions or waivers that seem to be appropriate. It also allows the loans to be booked on a prompt basis, thus enhancing the delivery of payment booklets to the new homeowner to insure that monthly mortgage payments begin on a timely basis. Wachovia lenders will cooperate with The City to assemble the appropriate documentation for The City's files, subject to receiving an appropriate permission form from the Applicant.

In the event that Wachovia deems that it is appropriate to decline a loan request, Wachovia will discuss the matter with The City prior to notifying the applicant, subject to receiving appropriate permission from the Applicant.

## ARTICLE III

### DEFAULT

It is Wachovia's desire to avoid the expense, publicity and stigma of the foreclosure process. It is Wachovia's resolve to diligently put forth all of its regular collection efforts to collect the loans, to work out temporary partial payments or "catch up arrangements" when problems arise. However, if none of these methods is successful, Wachovia will declare the loan in default as defined in Article XII of the REHABILITATION AND SALE AGREEMENT between The City and P&A Investments and Anderson-Culbertson Partnership. In this context, Wachovia will need a satisfactory arrangement to notify The City of delinquencies prior to declaring the loan in default. Failure by Wachovia to give prior notice to The City would not cause a waiver of The City's agreement to bid in the property at any public foreclosure sale.

If Wachovia declares the loan to be in default and the return to normalization appears to be improbable, Wachovia will institute foreclosure proceedings, in which case it is understood and agreed that The City will make an opening bid at the first public sale of the subject property in an amount sufficient to pay all principal, accrued interest and costs incurred by Wachovia with respect to the loan, plus the balance(s) due and owing on The City loan(s) secured by the subject property. The City shall not be obligated to make any increased or upset bid in the event the initial bid is increased by a third party.

If it subsequently becomes necessary for The City to re-sell the property, Wachovia will make available its NRP loan to the new Purchaser.

## ARTICLE IV

### MAINTENANCE RESERVE

As outlined in the aforementioned REHABILITATION AND SALE AGREEMENT, the new homeowners will be required to pay monthly installments of principal, interest, and escrow deposit for taxes and insurance (PITI) and a Maintenance Reserve (MR) of $41.67 per month or $500.04 per year. The reserve is to insure that The City will have funds on hand to repair and maintain the property in an acceptable condition if the homeowner fails to perform. Homeowners may order necessary repair work (initiated by the homeowner and approved by The City) with funds to be disbursed to the vendor by The City. Only in the event of failure by the homeowner to maintain the property will The City assume responsibility for ordered repairs. Disbursements for less than $100

would be ineligible for payment from the MR fund. In either event, an appropriate Affidavit executed by an authorized official of The City will be presented to Wachovia for disbursement from the MR Escrow Account direct to The City.

Upon periodic review of the accumulation of maintenance reserve funds in the homeowner's account, The City, in its sole discretion, may request that the escrow deposits be temporarily suspended.

## ARTICLE V

## NOTICES, DEMANDS, APPROVALS, AND VERIFICATIONS

A. Any notice, demand or other communication required or authorized by this ...AGREEMENT shall be considered given or delivered if it is delivered personally to, or dispatched by regular or certified mail, postage prepaid, to:

In the case of The City:

Director, Community Development Department
The City of Charlotte
600 East Fourth Street
Charlotte, North Carolina 28202-2859;

In the case of Wachovia:

_____

_____

Charlotte, North Carolina _____

or to such other persons and such other addresses as a party may designate in writing delivered to the other party as provided above.

B. Except as otherwise required by law or regulations, the Director of The City's Community Development Department is hereby designated to act on behalf of The City for the purposes of issuing to Wachovia all necessary or permitted notices and demands, issuing all necessary or permitted approvals and verifications, and granting extensions of time for the performance of any obligation authorized hereunder.

IN WITNESS WHEREOF, the parties hereto have executed, and/or have caused this ...AGREEMENT to be executed by their duly-authorized officials, the day and year first above written.

THE CITY OF CHARLOTTE

ATTEST:

by: _____
City Manager

_____
City Clerk

WACHOVIA BANK OF NORTH CAROLINA, NA

ATTEST:

by: _____
(Title)

_____
(Title)

APPROVED AS TO FORM:

_____
City Attorney

Exhibit 2
(Attachments to this Exhibit will be in the Community Development Dept.)

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

**REHABILITATION AND SALE AGREEMENT**

THIS REHABILITATION AND SALE AGREEMENT, made and entered into this _____ day of _____, 1992, by and between THE CITY OF CHARLOTTE, a municipal corporation of the State of North Carolina, hereinafter referred to as "The City," and P&A INVESTMENTS, a North Carolina General Partnership; and ANDERSON/CULBERTSON PARTNERSHIP, hereinafter individually and collectively referred to as "Seller(s);" and THOMPSON MANAGEMENT, its successors and/or assigns, Real Estate/ Servicing Agent;

WITNESSETH:

WHEREAS Seller(s), own(s) and wish(es) to rehabilitate and/or improve and sell certain existing dwellings located throughout the City of Charlotte, North Carolina, for the purpose of providing low-income housing (hereinafter referred to as "the Project"); and

WHEREAS The City is interested in facilitating the rehabilitation and/or improvement and sale of these properties for the purpose of providing low-income housing and is willing to make certain loans, both to Seller(s) and to the eventual Purchasers of the properties included in the Project and more particularly described in EXHIBIT A attached hereto and incorporated herein by reference; and

WHEREAS Seller(s) have applied to The City for a loan in the principal amount of up to TWO HUNDRED FIFTY THOUSAND and No/100 DOLLARS ($250,000.00), without interest, for the purpose of rehabilitating and/or improving certain of the properties within the Project; and

WHEREAS The City is willing to make such loan to the Seller(s) subject to the terms and conditions hereinafter set forth; and

WHEREAS, in addition, The City is willing to lend to the prospective Purchasers of the properties within the Project funds to cover the down payments thereon, and Seller(s) are willing to lend to the prospective Purchasers of the properties within the Project the balance purchase money required to acquire the properties, all subject to the terms and conditions hereinafter set forth; and

WHEREAS the underwriting criteria for application and approval for the loans to the prospective Purchasers have been developed by outside counsel for The City in collaboration with Thompson Management, have been approved by the Executive Director of the Community Development Department of The City of Charlotte, and are set out in EXHIBIT C attached hereto and incorporated herein by reference;

NOW, THEREFORE, in order to accomplish the intentions and purposes of this ...AGREEMENT, The City and the Seller(s) agree as follows:

## OVERVIEW

The Seller(s) own(s) the properties set out in EXHIBIT A which is attached hereto and incorporated herein by reference. Certain of the properties are presently encumbered by first mortgage liens in favor of Wachovia Bank & Trust Company and other lenders. Certain of the properties have been cited for violation of The City of Charlotte Housing Code.

The majority of the properties are occupied by individuals residing in them under lease agreements with the Seller(s). The Seller(s) desire to rehabilitate and/or improve those cited properties in order to "bring them up to Code" and then offer them for sale. The Seller(s) shall relocate, at their sole expense, any of the present inhabitants of the properties to be rehabilitated and/or improved and/or sold, at the same or a lesser rental rate as that currently being charged the displaced tenant. For purposes of this ...AGREEMENT, the term "displaced tenant" means any person or family that moves from real property, or moves his/her/their personal property from real property, permanently and involuntarily, as a direct result of rehabilitation, demolition or acquisition for an activity assisted under the terms hereof. Specific reference is made to the provisions of Section 570.606 of the Code of Federal Regulations Volume 24, which provisions are incorporated herein by reference.

The Community Development Department of The City of Charlotte will make funds available from its Community Development Block Grant Program with which to facilitate the rehabilitation and/or improvement and sale of the properties described in EXHIBIT A attached hereto. The funds will consist, initially, of a deferred payment loan to Seller(s) of the sum of up to TWO HUNDRED FIFTY THOUSAND ($250,000.00) DOLLARS, without interest, from which the Seller(s) may draw to pay the rehabilitation and/or improvement costs (hereinafter "Rehab Loan".) The funds shall be placed in escrow with H. Parks Helms, The City's outside counsel, and shall be disbursed as hereinafter set out.

At such time as funds are drawn from the Rehab Loan for the purpose of rehabilitating and/or improving a specific property, that property shall be considered as committed to be sold for the price and under the terms and conditions set out in this ...AGREEMENT.

The purchase price for each property shall be the total of the appraised value reflected on EXHIBIT B attached hereto plus the actual costs to rehabilitate and/or improve the property as reflected in the total amount drawn by the Seller(s) against the Rehab Loan for that purpose.

As the properties are brought into Code compliance and are offered for sale, The City will make available deferred payment (DPL) loans to the prospective Purchaser(s), without interest, in an amount equal to fifteen (15%) percent of the agreed purchase price. The Purchaser(s) may obtain a loan for the balance of the purchase price or, if the Purchaser(s) is/are unable to obtain such a loan, the Seller(s) will finance the balance of the purchase price (BPM loan), with interest at the FHA Par rate plus 1% or such lesser rate as maybe agreed upon from time to time, payable over a period of twenty (20)

years, in monthly installments of principal and interest, plus escrow deposits for taxes and insurance premiums and a maintenance reserve of $41.67 per month (PITIMR.) Upon mutual consent of the parties hereto, the requirement of the monthly escrow deposit for maintenance reserve may be waived, on a case-by-case basis. The escrow deposits for maintenance reserve only will be collected by the Servicing Agent for the Seller(s) or their successors and/or assigns and shall be remitted monthly to the Finance Department of The City which will administer the maintenance fund.

The Purchaser(s) shall agree with The City, as a condition of the DPL, that in the event of the Purchaser(s)' default in payment of the BPM loan, the Purchaser(s) shall execute and deliver to The City a DEED IN LIEU OF FORECLOSURE, effectively transferring title to The City, and the Purchaser(s) shall evacuate the so demised property.

From the down payment paid by The City to the Seller(s) on behalf of the Purchaser(s), the Seller(s) shall pay certain closing costs of the sale transaction plus any amount(s) required to clear the title to the purchased property which will serve as collateral for both the BPM and DPL loans.

The City funds remaining after payment of the rehabilitation and/or improvement costs and the down payments, as set forth above, will be reserved in an Acquisition Revolving Fund (ARF) on deposit in an interest-bearing account for the sole and express purpose of purchasing any of the properties which are subject to foreclosure due to default by the Purchaser(s)/Mortgagor(s) under the terms of this ...AGREEMENT. These funds shall not be used for ineligible income payments for housing, payments for income maintenance, housing allowances, down payments, and mortgage subsidies, etc.

Failure to maintain the security property in good condition shall also constitute an incidence of default on the part of the Purchaser(s). The City shall be entitled to make inspections, at least annually, to assure both the Owner and Holder of the BPM Note and Deed of Trust and The City that the security property is, in fact, being maintained in good condition.

Prospective Purchasers shall be pre-qualified as to employment, credit-worthiness, income, etc. by the Servicing and Real Estate Agent for the Seller(s). When the ...Agent is satisfied that the prospective Purchaser(s) is/are qualified and able to sustain and maintain the anticipated debt and the security property, the ...Agent shall assist the prospective Purchaser(s) in preparing and submitting to The City an application to purchase the chosen property. The City shall conduct such inquiry and investigation as is required by its underwriting standards before approving or disapproving the application of the prospective Purchaser(s). Final approval of Purchaser(s) shall be by mutual consent of the Seller(s) and The City.

## ARTICLE I

### THE LOAN TO SELLER(S)

A. The City may lend to the Seller(s), and the Seller(s) may borrow from The City, the total sum of up to Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00), said funds to be used by Seller(s) in rehabilitating and/or improving the properties within the Project (Rehab Loan.) These funds shall be held in escrow and disbursed by The City's outside counsel, H. Parks Helms.

B. The Rehab Loan is a deferred payment loan, without interest, due and payable in four (4) installments: three installments, at five (5) year intervals, of one-fourth (1/4) of the outstanding balance due, with the total of the outstanding balance due and payable twenty years from the date of completion of the first unit in the project as evidenced by the issuance of a Certificate of Occupancy for such unit. In the sole discretion of The City, the time for payment of part or all of each of the above installments may be extended if Seller(s) provide(s) documentation to The City to substantiate the fact that there has been insufficient cash flow available from which to make such payment.

C. During each of the five (5) year terms, the Seller(s) shall not be required to repay any portion of the principal of the Rehab Loan unless any portion of the Project is sold outside the purview of this ...AGREEMENT or is refinanced.

D. If, during the twenty-year term of the Rehab Loan, any of the component housing units of the Project is sold by Seller(s) to a party outside the purview of this ...AGREEMENT or is refinanced by Seller(s), or if the initial purchase of any unit is financed by a commercial lender (instead of Seller(s)), The City may, in its sole discretion, require the Seller(s) to repay in full the portion of the total loan which is attributable to and secured by the parcel being sold or refinanced. Payments of principal required by this Paragraph I.D. shall be due and payable on the date of closing of any such sale or refinancing. The term "refinancing" shall not include the imposition of deeds of trust on the project which are subordinate to The City's deed of trust, nor a foreclosure sale of the project pursuant to such subordinate deed of trust.

E. At or after the end of the twenty-year term, The City, in its sole discretion, may either:

1. Re-negotiate the Rehab Loan with the Seller(s), in which case repayment of the loan shall be in accordance with such terms and conditions as may be mutually agreed upon by the parties; or

ARTICLE I (continued)

E. 2. Require the Seller(s) to repay all unpaid principal in the event the parties cannot agree on new terms and provisions as set forth in Paragraph I.E.1.

3. Any payment required by this Paragraph I.E. shall be due and payable thirty (30) days after written demand by The City.

ARTICLE II

DISBURSEMENT AND USE OF LOAN PROCEEDS TO SELLER(S)

A. The Seller(s) shall use the proceeds of the Rehab Loan only in connection with the following activities, referred to as "the Project":

The rehabilitation and/or improvement of several of forty-eight (48) single-family housing units on scattered sites owned by Seller(s) in the City of Charlotte, North Carolina, and more particularly described on EXHIBIT A attached hereto and incorporated herein by reference.

B. The City shall not authorize the disbursement of loan proceeds on each property within the Project to the Seller(s) until the Seller(s) submit(s), and The City verifies, a work write-up setting out in detail the rehabilitation and upgrading work required and contemplated. The rehabilitation and/or improvement cost will be paid through a draw-down process after The City has completed an inspection and has verified that the rehabilitation and/or improvement work is in place.

C. The City shall authorize the disbursement by its escrow agent of the loan proceeds through voucher requests on forms supplied to the Seller(s) by the Community Development Department of The City of Charlotte. Each voucher request shall be accompanied by the original estimates or by invoices and receipts and a Statement of Expenditures incurred by the Seller(s), verified by the City Chief Housing Rehabilitation Specialist and certified as correct by the Seller(s).

D. IT IS EXPRESSLY UNDERSTOOD AND AGREED that the Seller(s) will be reimbursed only in the amount of those expenditures actually incurred in providing activities required by this ...AGREEMENT, and that in no event will the total reimbursement to be paid hereunder exceed the maximum of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) unless amended as provided herein.

E. Vouchers submitted by Seller(s) on or before the twenty-fifth (25th) of each month will be paid by The City's escrow agent on or before the tenth (10th) of the following month.

F. In the event that any of the housing units appearing on EXHIBIT A attached hereto should be determined to be unworthy of rehabilitation, Seller(s) may substitute another property under this ...AGREEMENT subject, however, to the provision that: 1)such property is located in the City Within a City target area and 2)the substitution of such property has received the prior approval of The City. Should such a substitution be approved and occur, the substituted property shall be encumbered by a separate deed of trust in favor of The City to secure the funds drawn from the Rehab Loan to rehabilitate the property, and the property substituted for shall be released from the original Rehab Loan deed of trust in favor of The City.

## ARTICLE III

## SECURITY FOR REHAB LOAN TO SELLER(S)

The Rehab Loan shall be secured by the following:

A. A Promissory Note, with the Seller(s) as maker and The City as payee, for the maximum amount that may be lent under this ...AGREEMENT.

B. A Deed of Trust constituting a lien on the real properties upon which the housing units are situated, and all improvements thereon, which properties are more particularly described on EXHIBIT A attached hereto and incorporated herein by reference.

C. At the closing of the sale of each property to Purchaser(s) qualified and approved as hereinafter set forth, The City shall cause to be executed and recorded a RELEASE of the conveyed property from the lien and operation of the Rehab Loan Deed of Trust.

D. At the closing of the sale of a property to Purchaser(s) not qualified and approved as hereinafter set forth, The City shall cause to be executed and recorded a RELEASE of the conveyed property from the lien and operation of the Rehab Loan Deed of Trust only upon receipt of payment in full of the funds, if any, advanced from the Rehab Loan for the rehabilitation and/or improvement of the property conveyed to such non-qualified Purchaser(s).

## ARTICLE IV

## THE LOANS TO PURCHASER(S)

A. The City shall lend to the qualified Purchaser(s) a sum equal to fifteen (15%) percent of the agreed purchase price for the property being sold pursuant hereto, as a down payment on said purchase. Purchaser(s) shall be required to pay an application fee of THREE HUNDRED FIFTY ($350.00) DOLLARS at the time the application for such loan is submitted, which fee shall be applied to the closing costs of the purchase. The underwriting guidelines and criteria agreed upon by the parties to this ...AGREEMENT shall be followed in qualifying the Purchaser(s). A copy of the guidelines is attached hereto as EXHIBIT C.

1. The loan is a Deferred Payment Loan (DPL), without interest, due and payable upon:

   (a) the death of the mortgagor(s); or

   (b) the sale, transfer, conveyance, mortgaging, encumbrance, rental, or other disposition of the security property; or

   (c) the refinancing of any mortgage superior to the lien of the deed of trust securing this loan; or

   (d) twenty years from the date on which the mortgagor(s) acquire the security property;

   whichever of these events shall occur first.

2. The Purchaser(s) shall use the proceeds of the DPL Loan only in connection with the purchase of one of the properties included in the Project. The proceeds of the DPL Loan shall be paid by The City directly to or for the benefit of the Seller(s) at the closing of the sale transaction.

3. The DPL Loan shall be secured by the following:

   (a) A Promissory Note, with the Purchaser(s) as maker and The City as payee, for the amount hereinabove specified.

   (b) A Deed of Trust constituting a second lien on the real property on the property being purchased.

   (c) A BUY/SELL/LOAN AGREEMENT among the Purchaser(s), the Seller(s) and The City setting forth the specific terms of the transaction.

B. *The Purchaser(s) may obtain a loan from a mortgage lender or* the Seller(s) shall lend to the qualified Purchaser(s) a sum equal to eighty-five (85%) percent of the agreed purchase price for the property being sold pursuant hereto, as a balance purchase money ("BPM") loan on said purchase.

1. The BPM Loan from Seller(s) shall bear interest at FHA Par plus 1% or such lesser rate as may be agreed upon from time to time, payable over twenty (20) years in monthly installments of principal and interest, to which is added a monthly escrow deposit for taxes, insurance premiums, and a maintenance reserve of $41.67, the total of which monthly payment is referred to as "PITIMR."

2. The Purchaser(s) shall use the proceeds of the BPM Loan only in connection the purchase of one of the properties included in the Project.

3. The BPM Loan shall be secured by the following:

   (a) A Promissory Note, with the Purchaser(s) as maker and the Seller(s) as payee, for the amount hereinabove specified. A copy of said Note is marked EXHIBIT D-1, attached hereto, and incorporated herein by reference.

   (b) A Deed of Trust constituting a first lien on the real property being purchased. A copy of said Deed of Trust is marked EXHIBIT D-2, attached hereto, and incorporated herein by reference.

   (c) The BUY/SELL/LOAN AGREEMENT among the Purchaser(s), the Seller(s), and The City hereinabove referred to. A copy of said ...AGREEMENT is marked EXHIBIT D-3, attached hereto, and incorporated herein by reference.

4. The BPM loan may be assigned by the Seller(s), for valuable consideration, subject to the terms and provisions of the security instruments, including this ...AGREEMENT and the BUY/SELL/LOAN AGREEMENT hereinbefore referred to.

## ARTICLE V

## ACQUISITION REVOLVING FUND

The City has approved and budgeted, for the purposes set forth in this ...AGREEMENT, $950,000.00 in Community Development Block Grant ("CDBG") acquisition funds. The budgeted amount shall be allocated as follows:

ARTICLE V (continued)

| | | |
|---|---|---|
| * | CDBG acquisition funds | $950,000.00 |
| * | Reserved for Rehabilitation Loan to Seller pursuant to ARTICLE I of this ...AGREEMENT | (250,000.00) |
| * | Estimated loans to qualified Purchasers under ARTICLE IV of this ...AGREEMENT | (259,200.00) |
| * | Balance | $440,800.00 |

During the term of this ...AGREEMENT, The City shall establish an Acquisition Revolving Fund (ARF) for the sole and express purpose of acquiring any of the properties which are subject to foreclosure due to default of the Purchaser(s)/Mortgagor(s) as set forth in ARTICLE XII of this ...AGREEMENT. Any unused portion of the CDBG acquisition funds not used for the purposes set forth in ARTICLE I or ARTICLE IV of this ...AGREEMENT may be used for the establishment of the ARF.

The ARF funds shall not be used for ineligible income payments for housing or any other purpose, e.g., payments for income maintenance, housing allowances, down payments, mortgage subsidies, or for any other purpose not specifically provided for in this ...AGREEMENT.

The ARF shall at all times have a balance equal to at least thirty (30%) percent of the outstanding balances on the BPM Loans decribed in ARTICLE IV B. of this ...AGREEMENT. Adjustments to the balance in the ARF to maintain the minimum 30% ratio shall be made at one year intervals after the date of this ...AGREEMENT, with the first adjustment, if required, to be on _____, 1992.

The funds deposited into the ARF may be held and/or invested by The City in an income-producing or interest-earning account, with all interest and earnings accruing to the benefit and use of The City.

## ARTICLE VI

## CONDITIONS PRECEDENT

The City's obligations under this ...AGREEMENT shall not become binding until all of the events set out below have occurred. Until all of the events have occurred, The City retains the absolute right to refuse to be bound by any part of this ...AGREEMENT, and no expenditure of funds or any other act on the part of the Seller(s) or any other entity shall constitute reliance or consideration sufficient for The City to lose that right.

A. IT IS UNDERSTOOD by all parties that the effective date of this ...LOAN AGREEMENT shall not be valid until such time as the City Council of The City of Charlotte has formally approved this Project for execution.

B. The parcels on which are situated the housing units to be rehabilitated and/or improved and sold by the Seller(s) are in The City Acquisition Disposition Program (ADP) and/or Code Enforcement process (Code) and are titled in the names of the Seller(s).

C. Work Write-Ups are prepared by The City Chief Housing Rehabilitation Specialist on each unit to determine the estimated rehabilitation cost.

D. The Seller(s) furnish(es) to The City a determination of the rehabilitation and/or improvement cost, separately itemized, on each property structure.

E. This ...AGREEMENT is approved and executed on behalf of The City as required by law.

F. The Seller(s) execute(s) and deliver(s) to The City the Promissory Note referred to in Article III, Paragraph A.

G. The Seller(s) execute(s) and deliver(s) to The City the Deed of Trust referred to in Article III, Paragraph B.

H. The Seller(s) deliver(s) to The City insurance policy(ies), satisfactory to The City, insuring the Seller(s)' title to the property described in EXHIBIT A, and copies of all insurance policies required to be obtained by the Seller(s) under this ...AGREEMENT.

The Seller(s) shall satisfy conditions B., C., and D. set forth in this ARTICLE not later than one year from the date of the execution of this ...AGREEMENT and conditions A., E., F., G., and H. set forth in this ARTICLE not later than the date of the execution of this ...AGREEMENT.

## ARTICLE VII

### SELLER(S)' CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

The City's entering into this ...AGREEMENT is based, in part, on the following certifications, representations, and warranties of the Seller(s). A materially false certification or representation or breach of a material warranty by the Seller(s), whether willful, intentional, inadvertent, or with or without fault on the part of the Seller(s), shall constitute a default by the Seller(s).

A. The Seller(s) are the sole, fee simple owners of the real property, and hold all rights, title and interest in and to all personal property that serves as security for this loan.

B. To the best of the Seller(s)' knowledge, all representations, statements and other matters contained in the Seller(s)' application for this loan and in related documents were true and complete in all material respects as of the date such documents were submitted to The City, unless they have been amended subsequently by mutual consent. The Seller(s) are not aware of any event which would require any amendment to such application or related documents in order to make such representations, statements or other matters true and complete in all material respects as of the date of this ...AGREEMENT.

C. The Seller(s) have obtained, or will obtain, all federal, state and local government approval and review required by the Seller(s) for the Project.

D. With regard to the Seller(s)' capacity and authority to carry out their obligations under this ...AGREEMENT, the Seller(s) warrant that they are not now and at the closing of each sale, they will not be, in violation of any mortgage, indenture, agreement, instrument, judgment, decree, order, statute, rule or regulation, and the execution or performance of this ...AGREEMENT will not result in any such violation.

## ARTICLE VIII

## THE CITY'S CERTIFICATIONS, REPRESENTATIONS, AND WARRANTIES

The City represents and warrants to the Seller(s) that it has the full right and authority to enter into this ...AGREEMENT and to perform each and every one of the terms and provisions hereof as herein set forth. The City further represents and warrants that it has or will take all action necessary for it to comply with all of the terms and provisions of the ...AGREEMENT and that entry into this ...AGREEMENT and performance by The City hereunder will not constitute a violation of any agreement, law, or ordinance by which The City is bound.

The City further represents and warrants that the source of funds for the loan will be under The City's Acquisition Disposition Assistance Fund and/or HOME funds, which program's source of funds is the Federal government.

## ARTICLE IX

## SELLER(S)' OBLIGATIONS

A. The Seller(s) shall use the proceeds of this loan only for the purposes and in the manner set forth in this ...AGREEMENT and no other.

B. All housing units included in the Project shall be offered for sale to low-income families earning at the time of their initial occupancy not more than eighty percent (80%) of the Charlotte area's "median income" as reported from time to time by the Department of Housing and Urban Development, or other reasonably equivalent data in the event such reports are no longer issued.

C. Tenants currently living in the units and in the neighborhood or on The Charlotte Relocation Housing Waiting List or The Charlotte Housing Authority Waiting List shall be given a preference in consideration for the purchase of the units, providing that they otherwise meet the criteria established by Seller(s) for purchase of the units.

D. Seller(s) may also sell to persons not on the ...Waiting List, provided such persons:

1. meet the median income criteria for the project;

2. are then living in substandard, overcrowded or unaffordable housing;

3. are approved as meeting the criteria of Paragraphs D.1 and D.2. of Article VIII above, by the Charlotte Housing Authority, if same is in existence; and

4. meet any additional reasonable and lawful criteria established by the Seller(s).

E. Approval or rejection of prospective Purchasers by the Community Development Department of The City shall be given within fifteen (15) days of request for such approval and forwarding by Seller(s) to said Department of each prospective Purchaser's application to purchase and application fee. Failure of the Community Development Department to respond within said fifteen (15) days will constitute approval.

F. The Seller(s) shall keep and maintain such books, records and other documents as may reasonably be necessary to reflect and disclose fully and separately the amount and disposition of funds lent pursuant to this ...AGREEMENT, all receipts and expenditures of Project funds which are supplied or are to be supplied by other sources, and the total costs and expenses of the Project. All such books, records and other documents shall be available at the offices of the Seller(s) for inspection, copying, audit, and examination at all reasonable times by any duly-authorized representative of The City.

G. The Seller(s) shall comply with all of the provisions of the Code of Federal Regulations Volume 24, Section 570.608, with regard to lead based paint, as if the same were fully set out herein and which are nonetheless incorporated herein by reference.

H. The Seller(s) shall comply with all of the provisions of the Programmatic Agreement between the Advisory Council on Historic Preservation (executed on May 1, 1992) and The City of Charlotte (executed on June 24, 1992) regarding compliance with Code of Federal Regulations Volume 24, Part 58 (Environmental Review Procedures), requiring a review by the North Carolina State Historic Preservation Officer "...if a targeted structure (ERS Target Structure) is: A)over fifty (50) years old; B)adjacent to or in the vicinity of a structure over 50 years old; C)located within a designated National Register listed or eligible historic district; or D)immediately adjacent to a National Register listed or eligible historic district."

I. The Seller(s) shall comply with all of the provisions of the Code of Federal Regulations Volume 24, Section 570.604, "Environmental standards," regarding the National Environmental Policy Act of 1969 and other provisions of law which further the purposes of such Act as are specified in regulations issued pursuant to section 104(g) of the Act and contained in 24 CFR PART 58, as if the same were fully set out herein and which are nonetheless incorporated herein by reference.

J. The Seller(s) shall comply with the provisions of Code of Federal Regulations Volume 24, Section 570.605, "National Flood Insurance Program," requiring that flood insurance be obtained in accordance with Section 102(a) of the Flood Disaster Protection Act of 1973 for any individual property lying within an area which has been identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

K. The Seller(s) shall permit any duly-authorized representative of The City to have access, at all reasonable times during normal business hours, to all properties within the Project. This right of access and inspection shall continue until the Seller(s) have repaid all principal of the loan.

L. Seller(s) shall obtain and keep in force all necessary licenses, permits, and franchises necessary for the completion of the Project as they apply to each property. The Seller(s) shall pay all taxes, assessments, and other governmental charges imposed upon Seller(s) or the individual properties within the Project before the date on which penalties may be charged for late payment.

M. So long as Seller(s) hold(s) title to each of the properties shown on EXHIBIT A attached hereto, the Seller(s) shall obtain and keep in force sufficient fire and casualty insurance to replace all buildings and other structures situated thereon. The City shall be designated the loss payee of such insurance under a New York standard mortgagee clause, to the extent of the outstanding balance of the principal of this loan, until the individual property is sold and conveyed by the Seller(s) or until the entire principal amount of the Rehab Loan is repaid. The City may, in its discretion, make funds available to Seller(s) to rebuild or repair the project in the event of loss by fire or casualty. As each property is sold and conveyed by the Seller(s), this requirement shall terminate, and the responsibility for maintaining adequate hazard insurance coverage indemnifying The City shall be transferred to the Purchaser(s).

N. The Seller(s) shall erect and maintain on the project site such signs as it shall deem appropriate; however, the dimensions and content of the sign shall be subject to approval by The City, which approval shall not be unreasonably withheld.

O. The Seller(s) shall complete the Project on or before twelve (12) months after the closing of this loan. If additional Project financing becomes necessary, the Seller(s) shall secure such financing, subject to approval by The City, which approval shall not be unreasonably withheld or delayed, as long as the same is subordinate to The City's loan.

P. The parties stipulate and agree that, at the end of the initial twelve (12)-month period, this ...AGREEMENT and its provisions, terms, and conditions may be extended for another twelve (12)-month period. If the parties mutually agree not to extend the term hereof, all funds remaining in the Rehab Loan and being held in escrow by The City's outside counsel shall be refunded to The City and credited to the Acquisition Revolving Fund, only to the extent of maintaining a balance equal to at least thirty (30%) percent of the outstanding balances on the BPM Loans decribed in ARTICLE IV B. of this ...AGREEMENT (see ARTICLE V, page 9.) The Rehab Loan Promissory Note shall be modified to reflect the actual disbursements from the Rehab Loan.

Q. During the term of this loan, the Seller(s) will permit, and The City may make, annual inspections by The City's Housing Inspection staff of each housing unit.

R. During the term of this loan, the Seller(s) shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin or handicap. The Seller(s) will take affirmative action to ensure that applicants are employed and employees are treated equally without regard to race, color, religion, age, sex, national origin or handicap. The Seller(s) shall post in conspicuous places at all locations where it conducts operations or receives applications for employment a notice setting forth the non-discrimination provisions of this Paragraph. The Seller(s) shall include, or cause to be included, the non-discrimination provisions of this Paragraph in all solicitations or advertisements for employment placed by or on behalf of the Seller(s). The Seller(s) shall cause the non-discrimination provisions of the first two sentences of this Paragraph to be included in all contracts and subcontracts for work to be performed in connection with the Project. The Seller(s) will pursue the goals of The City's Minority Business Enterprise Program.

S. The Seller(s) shall not exclude, on the basis of race, color, religion, age, sex, national origin or handicap, any person from purchasing any of the properties in the Project.

T. The Seller(s) shall ensure that to the greatest extent feasible in connection with the Project, opportunities for training and employment will be given to lower income persons residing within The City's metropolitan area and that contracts for such work will be awarded to eligible business concerns which are located in, or owned in substantial part by persons residing in, The City's metropolitan area. Seller(s) shall ensure that all laborers and mechanics employed by contractors or subcontractors on any construction work to be performed in connection with the Project shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of the United States Department of Labor in accordance with the Davis-Bacon Act, the provisions of which are incorporated herein by reference. The Seller(s) will pursue the goals of The City's Minority and Women's Business Enterprise Program.

U. The Seller(s) shall use reasonable efforts to promptly cure, or cause to be cured, any defects in the title to any real property necessary to the completion of the Project, where such defect will or may have a material adverse effect on the use of such real property for the Project.

V. The Seller(s) shall promptly give written notice to The City upon the Seller(s)' discovery of any default in any contract or other agreement relating to the Project other than tenant leases. If the Seller(s) are the defaulting parties, the Seller(s) shall attempt promptly to cure the default. If the default is by some other party, the Seller(s) shall vigorously pursue to the fullest extent reasonably possible, all remedies available to the Seller(s) to remove or cure such default or to seek redress or relief from its effects, and to prevent or mitigate any adverse effects on the Project. The Seller(s) shall keep The City fully informed as to the status of such actions.

W. The Seller(s) shall promptly notify The City of any contention, by any party to any agreement relating to the Project, that the Seller(s) are in default under any such agreement and of all actions taken by such parties by reason of such contentions.

X. As The City may reasonably request from time to time, the Seller(s) shall submit reports regarding the Seller(s)' obligations under this ...AGREEMENT.

Y. The Seller(s) shall not knowingly allow any member of The City's governing body, or any employee, agent, consultant or officer of The City who exercises or has exercised any functions or responsibilities with respect to activities operated or administered by The City's Community Development Department or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, to obtain a personal or financial interest or benefit from the Project or have any interest in any contract, subcontract or agreement with respect to the Project, either for themselves or for those with whom they have family or business ties, during or at any time after such person's tenure with The City. The Seller(s) shall include, or cause to be included, this provision in all contracts, subcontracts or agreements relating to the Project.

Z. The Seller(s) shall pay and discharge, and will indemnify, defend and hold The City harmless from any lien or charge upon payments payable under this ...AGREEMENT by the Seller(s) to The City, and any taxes, assessments, impositions and other charges with respect to the Project.

AA. The Seller(s) shall at all times protect, defend and hold The City, its Councilmembers, officers, employees and agents harmless against any claims or liability resulting from any loss or damage to property or any injury to or death of any person that may be occasioned, or alleged to be occasioned, by any cause whatsoever pertaining to the Project or the use thereof, including without limitation any lease thereof or assignment of the Seller(s)' interest in this ...AGREEMENT, but excluding any such damage or injury resulting from the negligence or willful or wanton misconduct of any of the above, such indemnification to include reasonable expenses and attorneys' fees incurred by The City, its Councilmembers, officers, employees and agents. The Seller(s) shall insure, to the greatest extent possible, against the liability hereby assumed.

## ARTICLE X

## MUTUAL COVENANTS

A. The Promissory Note, the Deed of Trust, and all other documents that will serve as security documents hereunder on each individual property structure or parcel are incorporated into this ...AGREEMENT by reference.

B. This ...AGREEMENT shall be binding upon all parties hereto and their heirs, representatives, successors and assigns.

C. No party to this ...AGREEMENT shall sell, bargain, assign or otherwise transfer any of his/her/their/its rights or obligations hereunder without the written consent of the other parties.

D. This ...AGREEMENT may not be altered or amended except by written agreement of all parties.

E. This ...LOAN AGREEMENT constitutes the entire agreement between the parties and supersedes all prior oral and written agreements, if any, between the parties with respect to the loan and the Project.

F. In the event of any conflict of interpretation between the "OVERVIEW" on Pages 2 and 3 of this ...AGREEMENT and any of the ARTICLES hereof, the language of the numbered ARTICLE shall govern.

G. Nothing contained in this ...AGREEMENT, nor any act of The City relating to this ...AGREEMENT, shall be construed by the Seller(s) to create any benefits on behalf of any third party or to create any relationship between The City and the Seller(s) of principal and agent, a limited or general partnership, or a joint venture. The Seller(s) shall include in all contracts relating to the Project an acknowledgement by the contracting party that this ...AGREEMENT confers no rights upon the contracting party and creates none of the aforementioned relationships between The City and any party.

H. Except for the making of the loans as specified in this ...AGREEMENT, The City shall not be liable for the completion of, or the failure to complete, the Project. The Seller(s) shall cause this provision to be included in all other contracts relating to the Project.

I. The City, in its sole and absolute discretion, may extend the time for the performance of any obligation of the Seller(s).

## ARTICLE XI

## DEFAULT BY SELLER(S)

Any one of the following events or occurrences which is not cured or corrected within a reasonable time (not to exceed 120 days or 30 days in the case of Paragraph X.G. below) after the City has given written notice to the Seller(s) holding title to the security property(ies) at the time of the execution of this ...AGREEMENT, shall constitute default on the part of such Seller(s):

A. The Seller(s) fail(s) to make any payment of principal when due and payable.

B. The failure of the Seller(s) to perform, or to cause to be performed, within the time or times specified, any undertakings and agreements set out in this ...AGREEMENT or in any of the security documents.

C. Any event or occurrence, whether within or outside of the control of the Seller(s) or with or without fault on the part of the Seller(s), if such event or occurrence is prohibited by the terms of this ...AGREEMENT or of any of the security documents.

D. The Seller(s)' bankruptcy, insolvency, assignment for the benefit of creditors or marshalling of assets.

E. The Seller(s)' material misrepresentation to The City of any fact, circumstance or opinion set forth in writing in the security documents or in the application for this loan which influenced The City to make this loan, with any such material misrepresentation to be an event of default upon discovery by The City, whether the same may or may not have been discoverable as of the date of this ...AGREEMENT.

F. The Seller(s)' sale, lease, assignment, or other transfer, or further encumbrance, without the prior written consent of The City, of the real or personal property that serves as security for this loan; provided, however, the Seller(s) may transfer the same with the approval of The City, which approval shall not be unreasonably withheld or delayed.

G. The Seller(s) do not renovate a housing unit to Housing Quality Standards established by The City. In the event a housing unit is not brought up to Code and the Seller(s) are unwilling or unable to repair or remedy such Code violation, The City may, in its discretion, call the balance of the loan applicable to the non-conforming housing unit due and payable within thirty (30) days of notice.

## ARTICLE XII

## DEFAULT BY PURCHASER(S)

For purposes of this ...AGREEMENT, "default" shall be defined as non payment of the required PITIMR in full within thirty (30) days from its due date. As soon as the BPM is in default, the Servicing Agent for the Seller(s) shall notify The City. The City shall promptly initiate efforts, through its Family Housing Services Agency, to reinstate the BPM through payment of the delinquent PITIMR, plus delinquency charges, if any, and to encourage the Purchaser(s) to maintain the monthly PITIMR payments.

If the BPM loan has not been reinstated within sixty (60) days, the Servicing Agent for the Seller(s) shall again notify The City, which shall take such action as it deems necessary or advisable to bring the BPM loan payments current. If the said loan is not current ninety (90) days from the date of the initial default, the Owner and Holder of the BPM Note and Deed of Trust may institute a foreclosure proceeding. If the foreclosure action proceeds to public sale, The City shall offer the first bid in an amount sufficient to pay the BPM in full, plus the DPL, plus the costs incurred by the Seller(s) in instituting the foreclosure proceeding, and shall be prepared to take title to the foreclosed property by expending the funds required from the ARF.

Any one of the following events or occurrences which is not cured or corrected within a reasonable time (not to exceed 90 days or 30 days in the case of Paragraph XI.G. below) after the City has given written notice to the Purchaser(s), shall constitute default on the part of the Purchaser(s):

A. The Purchaser(s) should fail to make, when due and payable, any payment of principal, interest, taxes, insurance premiums, and maintenance reserve required under the terms of the BPM loan in favor of Seller(s).

B. The failure of the Purchaser(s) to perform, or to cause to be performed, within the time or times specified, any of his/her/their undertakings and agreements set out in the BUY/SELL/LOAN AGREEMENT executed at the closing of the purchase transaction or in any of the security documents.

C. Any event or occurrence, whether within or outside of the control of the Purchaser(s) or with or without fault on the part of the Purchaser(s), if such event or occurrence is prohibited by the terms of the BUY/SELL/LOAN AGREEMENT or of any of the security documents.

D. The Purchaser(s)' bankruptcy, insolvency, assignment for the benefit of creditors, marshalling of assets, or other events or occurrences reasonably justifying the opinion of The City or of the first mortgagee (whether or not subsequently confirmed) that Purchaser(s) is(are) about to become unable to meet his/her/their financial obligations as they accrue.

E. The Purchaser(s)' material misrepresentation to The City of any fact, circumstance or opinion set forth in writing in the security documents or in the application for the DPL loan which influenced The City to make the DPL loan, with any such material misrepresentation to be an event of default upon discovery by The City, whether the same may or may not have been discoverable as of the date of the closing of said loan.

F. The Purchaser(s)' sale, lease, assignment, or other transfer, or further encumbrance, without the prior written consent of the Seller(s) or Seller(s)' successors and/or assigns, and of The City, of the real or personal property that serves as security for the DPL and BPM loans; provided, however, the Purchaser(s) may, in the sole and absolute discretion of the secured parties, transfer the same with their approval, upon application to the said secured parties.

G. The Purchaser(s) fail(s) to maintain his/her/their residence to Housing Quality Standards established by The City. In the event a housing unit is not properly maintained and the Purchaser(s) is(are) unwilling or unable to repair or remedy such Code violation, The City may call the entire outstanding balance of the DPL loan due and payable within thirty (30) days of notice.

## ARTICLE XIII

## REMEDIES UPON DEFAULT

A. In the event of a default by the individual Seller(s):

1. The City's remedies shall include, but not be limited to, the right to suspend or terminate disbursements of loan proceeds to such defaulting Seller(s), to suspend or terminate this ...AGREEMENT as it pertains to such defaulting Seller(s), and to declare immediately due and payable the entire outstanding balance of the debt incurred by the defaulting Seller(s), without presentment or demand or notice of any kind.

2. The failure of The City to exercise any right or option shall not be considered a waiver of such right or option upon a subsequent default.

3. The City may exercise any right, including foreclosure, it has under any security document.

4. The City may at any time or from time to time proceed to protect and enforce all rights available to it under this ...AGREEMENT or rule of law by suit in equity, action at law, or by any other appropriate proceedings.

5. The rights and remedies available to The City shall survive the suspension or termination of this ...AGREEMENT and the term of this ...AGREEMENT.

6. The City may use any one, all, or any combination of the available remedies.

B. In the event of a default by Purchaser(s) to Seller(s) on the BPM Loan secured by a first mortgage lien:

1. The remedies of the Seller(s) or of the current Owner and Holder of the Note and Deed of Trust securing the BPM Loan shall include, but not be limited to, the right to suspend or terminate this ...AGREEMENT and the BUY/SELL/LOAN AGREEMENT, to declare immediately due and payable the entire outstanding balance of the debt, without presentment or demand or notice of any kind, and to promptly institute a foreclosure action and proceed, in accordance with applicable law, to sell the security property at public sale at the earliest possible date.

2. If such a foreclosure action proceeds to public sale, The City shall offer the first bid in an amount sufficient to pay the BPM in full, plus the DPL, plus the costs incurred by the Seller(s) or the Owner and Holder in instituting the foreclosure proceeding, and shall be prepared to take title to the foreclosed property.

3. The failure of the Seller(s) or of the Owner and Holder to exercise any right or option shall not be considered a waiver of such right or option upon a subsequent default.

4. The Seller(s) or the Owner and Holder may exercise any right they have under any security document.

5. The Seller(s) or the Owner and Holder may at any time or from time to time proceed to protect and enforce all rights available to them under this ...AGREEMENT or rule of law by suit in equity, action at law, or by any other appropriate proceedings.

6. The rights and remedies available to the Seller(s) or to the Owner and Holder shall survive the suspension or termination of this ...AGREEMENT and the term of this ...AGREEMENT.

7. The Seller(s) or the Owner and Holder may use any one, all, or any combination of the available remedies.

## ARTICLE XIV

## CITY'S PURCHASE RIGHT

During the time that the Rehab Loan is outstanding, The City shall have the option to purchase the Project or any one of the properties therein at a price equal to the greater of (i) the appraised value of the Project/individual property(ies) determined as herein set forth; or (ii) the outstanding balance on all loans secured by the Project/individual property(ies). Such option must be

exercised by The City by giving at least sixty (60) days' written notice to Seller(s). The appraisal price for the purpose of determining the purchase price as set forth above shall be the most recent appraisal plus any rehabilitation and/or improvement expense advanced from the Rehab Loan, as previously set out herein.

The closing of the transaction shall take place within ninety (90) days from the date on which notice is given to Seller(s) at such time and place as may be mutually agreed upon by the parties.

At the closing, the Seller(s) shall convey the property(ies) to The City by General Warranty Deed(s), free and clear of all liens and encumbrances except rights of tenants in possession under recorded and unrecorded leases, and those exceptions to title imposed subsequent to the date hereof which have been approved by The City.

The property(ies) shall be sold without representation or warranty, direct or indirect, implied or otherwise, as to physical condition and repair, income and expenses, or as to leases and tenants. It is understood and agreed that the property(ies) will be sold and conveyed to The City in its(their) "as is, where is" condition. At the closing, The City shall pay the purchase price by certified check or in immediately available funds.

If The City does not give written notice of the exercise of the option as set forth above, or if The City does not furnish the Seller(s) at the time of exercise of the option with evidence reasonably satisfactory to Seller(s)'s counsel of The City's authority to exercise the option and pay the purchase price, including evidence that The City has taken all required legal action to exercise the option and close the transaction, then this option shall expire and be of no further force and effect. Time is of the essence in the exercise of this option, furnishing of the aforesaid authority and approval information, and closing of the purchase and sale. The City shall pay all closing costs, except for preparation of the Deed and revenue stamps which shall be paid by Seller(s). All rentals, utilities and expenses shall be pro-rated as of the date of the closing, and if The City collects rents after the closing which were owed for the period prior to closing, it will forward the same to Seller(s as soon as the same are received by The City.

All tenant leases and security deposits shall be assigned to The City at the closing, and The City shall assume all obligations of the landlord under such leases and all obligations of the landlord with respect to security deposits assigned to The City accruing from and after the date of closing.

In the event that all or any material portion of the Project is condemned or transferred in lieu of condemnation, this option shall be deemed to have automatically terminated on the date of transfer or taking.

## ARTICLE XV

## NOTICES, DEMANDS, APPROVALS, AND VERIFICATIONS

A. Any notice, demand or other communication required or authorized by this ...AGREEMENT shall be considered given or delivered if it is delivered personally to, or dispatched by regular or certified mail, postage prepaid, to:

In the case of The City:

Director, Community Development Department
The City of Charlotte
600 East Fourth Street
Charlotte, North Carolina 28202-2859;

In the case of the Seller(s):

P & A Investments
P. O. Box 36389
Charlotte, North Carolina 28236

Anderson/Culbertson Partnership
P. O. Box 221470
Charlotte, North Carolina 28222

or to such other persons and such other addresses as a party may designate in writing delivered to the other party as provided above.

B. Except as otherwise required by law or regulations, the Director of The City's Community Development Department is hereby designated to act on behalf of The City for the purposes of issuing to the Seller(s) all necessary or permitted notices and demands, issuing all necessary or permitted approvals and verifications, and granting extensions of time for the performance of any obligation authorized hereunder.

## ARTICLE XVI

## GENERAL PROVISIONS

A. The term of this REHABILITATION AND SALE AGREEMENT shall begin on the date hereof and end on the loan maturity date.

B. The accounting and fiscal management procedures applicable to this ...AGREEMENT shall be prescribed by the Director of Finance of The City of Charlotte, and the parties shall be informed of said procedures by the Community Development Department of The City of Charlotte.

C. "Refinance" shall mean to secure a loan, from any source, with the Project or any part thereof as collateral, in an amount sufficient to pay all of the then unpaid principal due on the DPL loan from The City and/or the BPM loan, except for a loan which is by its terms subordinate to both.

D. "Year" shall mean the period beginning on each January 1 and ending on each December 31 hereafter.

IN WITNESS WHEREOF, the parties hereto have executed, and/or have caused this ...AGREEMENT to be executed by their duly-authorized officials, the day and year first above written.

THE CITY OF CHARLOTTE

ATTEST:

by: _____
City Manager

_____
City Clerk

P&A INVESTMENTS

by: _____
Partner

ANDERSON/CULBERTSON PARTNERSHIP

by: _____
Partner

THOMPSON MANAGEMENT
Real Estate/Servicing Agent

by: _____

APPROVED AS TO FORM:

_____
City Attorney

ATTACHMENT A

# M E M O R A N D U M

**DATE:** August 6, 1992

**TO:** City Councimembers
O. Wendell White

**FROM:** Mayor Richard Vinroot

**SUBJECT:** Cultural Facilities and Programs

---

Recently, Rod Autrey and I had a discussion about this subject. Over the past few years it has become apparent to us (and you, I'm certain) that our cultural facilities (Performing Arts Center, Discovery Place, African American Cultural Center, et. al.) and programs (Symphony, Opera, Dance, et. al.) seem to be in financial crises, or at least at risk much of the time. When they are, City and County governments are usually called on, often at the last minute, to bail them out; and something tells us this history is likely to repeat itself unless we do something.

To remedy this situation, we believe we would be wise to create a City-County task force to examine and recommend to us specific financial solutions/alternatives to help deal with anticipated future funding shortfalls within the cultural community. In this regard, we would suggest that we ask this committee to:

1. Review potential revenue sources (~~a seat tax, for example~~) that might be dedicated to support cultural facilities and programs. ~~in lieu of property taxes~~;

2. Explore potential consolidation of duplicative cultural facilities (~~Performing Arts Center, Ovens, and Spirit Square~~ for example) in a manner that might reduce costs and overhead; and

3. Provide any other advice and direction they believe appropriate about how we might improve the operation and administration of our community's broad range of cultural facilities and programs (too many?).

If you agree, I'd like for us to discuss this with the County, then act with them to appoint a task force as soon as possible so that we can get their report prior to the next year's General Assembly. I believe that Rod is going to raise this subject at the County's next meeting as well.

Let me know what you think.

ATTACHMENT B

# M E M O R A N D U M

DATE: September 28, 1992

TO: City Councilmembers

FROM: Mayor Richard Vinroot

RE: Cultural Facilities and Program Task Force

---

Rod Autrey and I would like to propose the following as members of this task force:

Liz Hair - Chairman
Bob Bradshaw - Vice-Chairman
Don Carmichael
Mac Everett
Barbara Ferguson
Arthur Griffin
John Harris
Mary Karres
Lee Myers
Nelson Schwab
David Stovall
Isaiah Tidwell

Their charge will be to:

1. Review potential revenue sources that might be dedicated to support cultural facilities and programs.

2. Explore potential consolidation of duplicative cultural facilities in a manner that might reduce costs and overhead; and

3. Review the Cultural Action Plan in light of events since its adoption, and make any recommendations for change and/or modification.

We would like your approval of both at our next meeting of Commission and Council if possible so this committee can begin and complete its work in time for the 1993 Session of the General Assembly.

mds

cc: O. Wendell White

A RESOLUTION REQUIRING BOARD, COMMISSION AND COMMITTEE MEMBERS APPOINTED BY THE MAYOR, COUNCIL, AND CITY MANAGER TO ATTEND AT LEAST ___% OF THE MEETINGS HELD DURING ANY ONE CALENDAR YEAR, WITH NO EXCUSED ABSENCES, EFFECTIVE JANUARY 1, 1993, AND RESCIND PREVIOUS RESOLUTION DATED APRIL 8, 1974 REGARDING ATTENDANCE.

WHEREAS, the City Council believes that in order for a board or committee to be effective, efficient and to accomplish its purpose, its membership should be actively involved and be required to attend at least ___% of the regular and special meetings held in any one calendar year.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, at its regular meeting of _____, 1992, that effective January 1, 1993, the members of all City boards, commissions, and committees appointed by the Mayor, Council or Manager, shall be removed from said boards, commissions, and committees, for failure to attend at least ___% of all regular and special meetings held during any one calendar year, with NO EXCUSED ABSENCES. The City Clerk shall send a letter to any member who is in danger of violation of that requirement, asking them to be mindful of said requirement, and if any member falls below the requirement, the City Clerk shall send a letter removing the member. For members appointed by the Mayor or Manager, the City Clerk shall notify the appropriate office of attendance violations. Vacancies resulting from a member's removal for said cause shall be filled by the same method as provided for appointments. The previous resolution regarding this attendance policy dated April 8, 1974, shall be rescinded.

M/O

5 Recommended by City Council for approval by the County
15 Appointed by County Commission

## WASTE MANAGEMENT ADVISORY COMMITTEE
(20 Members)

Membership - The City Council is to recommend five (5) members for approval by the County Commission. Represented are to be the following groups: (1) Medical-Scientific; (2) Legal; (3) Planning Organization; (4) Chamber of Commerce; (5) Charlotte Clean City Committee. Terms are for three years and appointees must be residents of Mecklenburg County.

Responsibilities - Evaluate all decisions to construct additional waste-to-energy facilities in the future and consult and advise the City and County governing bodies on the merits and cost efficiencies of such decisions prior to the time they are made.

| Member & QUALIFICATION | DIST. | ORIG. APPTMT. | RE-APPTMT. | TERM | EXPIRATION |
|---|---|---|---|---|---|
| City | | | | | |
| Robert Smith (Medical-Scientific) | 3 | 02/20/89 | 09/21/92 | 3 yrs. | 09/30/95 |
| Tom Griffin (Legal) | | 09/21/92 | | 3 yrs. | 09/30/95 |
| John H. Tabor W/M (Planning Organization) | | 08/12/91 | | Unexp. | 09/30/92 |
| Gregory Simmons W/M (Chamber of Commerce) | | 10/02/89 | 08/13/92 | 3 yrs. | 09/30/95 |
| John Spegal W/M (Clean City Committee) | 7 | 05/07/90 | 08/13/92 | 3 yrs. | 09/30/95 |
| County | | | | | |
| J. Carson Cato W/M | | 09/19/90 | | Unexp. | 09/30/91 |
| Mayor William F. Blankenship (Pineville) | | 09/21/92 | | 3 yrs. | 09/30/95 |
| Kimberlee Scott W/F | | 02/18/91 | 09/21/92 | 3 yrs. | 09/30/95 |
| William F. Jones W/M | | 09/21/87 | 09/08/89<br>09/21/92 | 3 yrs. | 09/30/95 |
| M. E. (Mark) Hollis (Duke Powers Co.) | | 09/21/92 | | Unexp. | 09/30/94 |
| Hugh K. Reid W/M | | 09/19/90 | 09/21/92 | 3 yrs. | 09/30/95 |
| Leamon B. Brice (Davidson) | | 09/21/92 | | 3 yrs. | 09/30/95 |
| Nancy B. Wiggins W/F (Civic/Community Org.) | | 12/19/90 | 09/24/91 | 3 yrs. | 09/30/94 |
| J. Lynn Phillips W/M (Mint Hill/Matthews/Pineville) | | 05/20/91 | 09/21/92 | 3 yrs. | 09/30/95 |
| *Charles Willis W/M (Engineering - Technical) | | 11/16/87 | 09/24/91 | 3 yrs. | 09/30/94 |
| Dr. Kenneth Hoffman W/M (Engineer) | | 09/16/91 | | 3 yrs. | 09/30/94 |
| Andrew Stoner W/M (Sierra Club) | | 01/22/91 | | Unexp. | 09/30/93 |
| Maurice Jones | | 09/21/92 | | 3 yrs. | 09/30/95 |
| Davis Martin W/M | | 12/19/86 | 09/24/91 | 3 yrs. | 09/30/94 |
| Linda Kissinger W/F (Technical Engineer) | | 11/16/87 | 09/18/89<br>09/21/92 | 3 yrs. | 09/30/95 |

*Chairman

Revised 10/06/92

9/91

Funding: 1987 Airport Revenue Bonds.

Clearances: USAir, the Airport Advisory Committee and the Aviation Director concur in this request.

10. Recommend approval of a professional services contract with Jordan, Jones and Goulding, Incorporated not to exceed $112,100.00 for the design of the Wilgrove elevated storage tank.

Water Service to South and East

Over the past six years, CMUD has been implementing a program designed to strengthen water service particularly in south and east Charlotte-Mecklenburg.

- Projects have included the 54" water main along Providence Road, 54", 48", 36" and 30" extensions of that project to the Franklin Water Plant and to Highway 51, a 30" main along Rama Road, a 5 MGD re-pumped storage facility at Sardis Road, a water booster pump station on Idlewild Road, and a 30" water main along Idlewild Road.

Water Tank

This project will:

- design a 1.5 million gallon elevated water tank and approximately 2,800 linear feet of 20-inch water main on Parkton Road in east Charlotte;
- will increase storage capacity and stabilize system pressure throughout the 960' pressure zone in eastern Charlotte-Mecklenburg;
- is needed to relieve strain on the water system caused by continued high growth in this area.

Location

The site, as shown on the attached maps, is about 600 ft. north of Parkton Road and was purchased by the City February 13, 1989, for an elevated storage tank. Such facilities must be located on high ground in specific areas of the water system.

Surrounding property is currently used as a mobile home subdivision and/or is vacant and zoned R-MH. The individual from whom we purchased the property owns or owned the adjacent property on three sides of the site. The mobile home subdivision is on the fourth side.

Jordan, Jones and Goulding is recommended based on their experience and qualifications according to the City's consultant selection process.

Funding: Wilgrove Water Storage Tank Capital Account.

Clearances: Utility Department.

Attachment No. 2

CONTRACT AMENDMENT

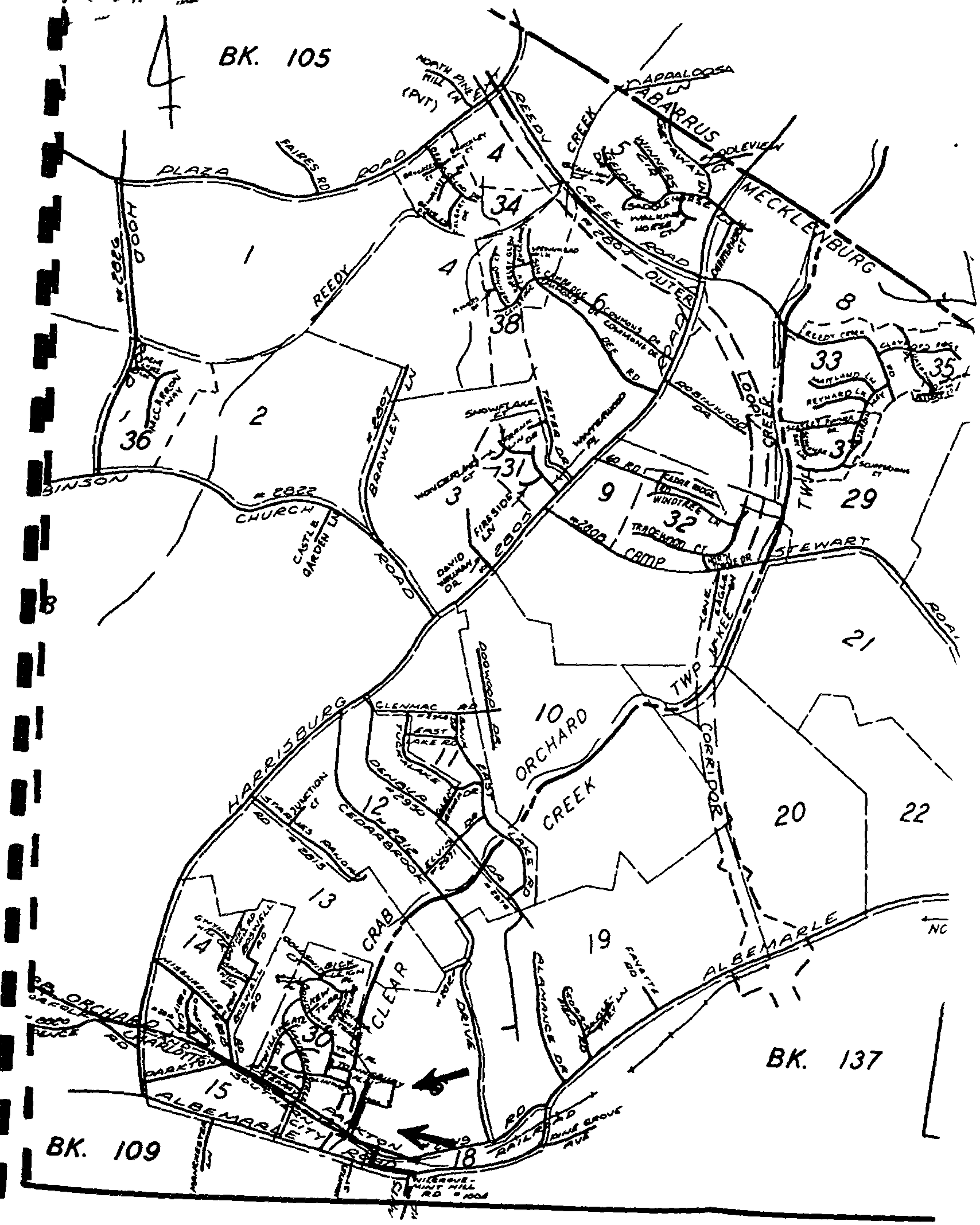
11. Recommend approval of Amendment No. 2 to the professional services contract with Camp Dresser & McKee of $2,155,000.

Contract: Eliminate rainfall-induced overflows in sanitary sewer system.

Contractor: Camp Dresser & McKee

Date Awarded: September 10, 1990

Original Contract: The Camp Dresser & McKee contract was the first phase of a five-seven year program to eliminate rainfall-induced sanitary sewer overflows. During heavy or sustained rainfall, stormwater runoff infiltrates the sewer system through manhole covers, deteriorated manholes and sewer mains, and improper or unauthorized connections to the sewer system. The infiltration results in overflowing manholes and flow rates exceeding the wastewater treatment plant's capacity.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BINSON
CHURCH
ROAD
BRAWLEY
CAMP
STEWART
HARRISBURG
ORCHARD
CREEK
CORRIDOR
CEDARBROOK
CRAB
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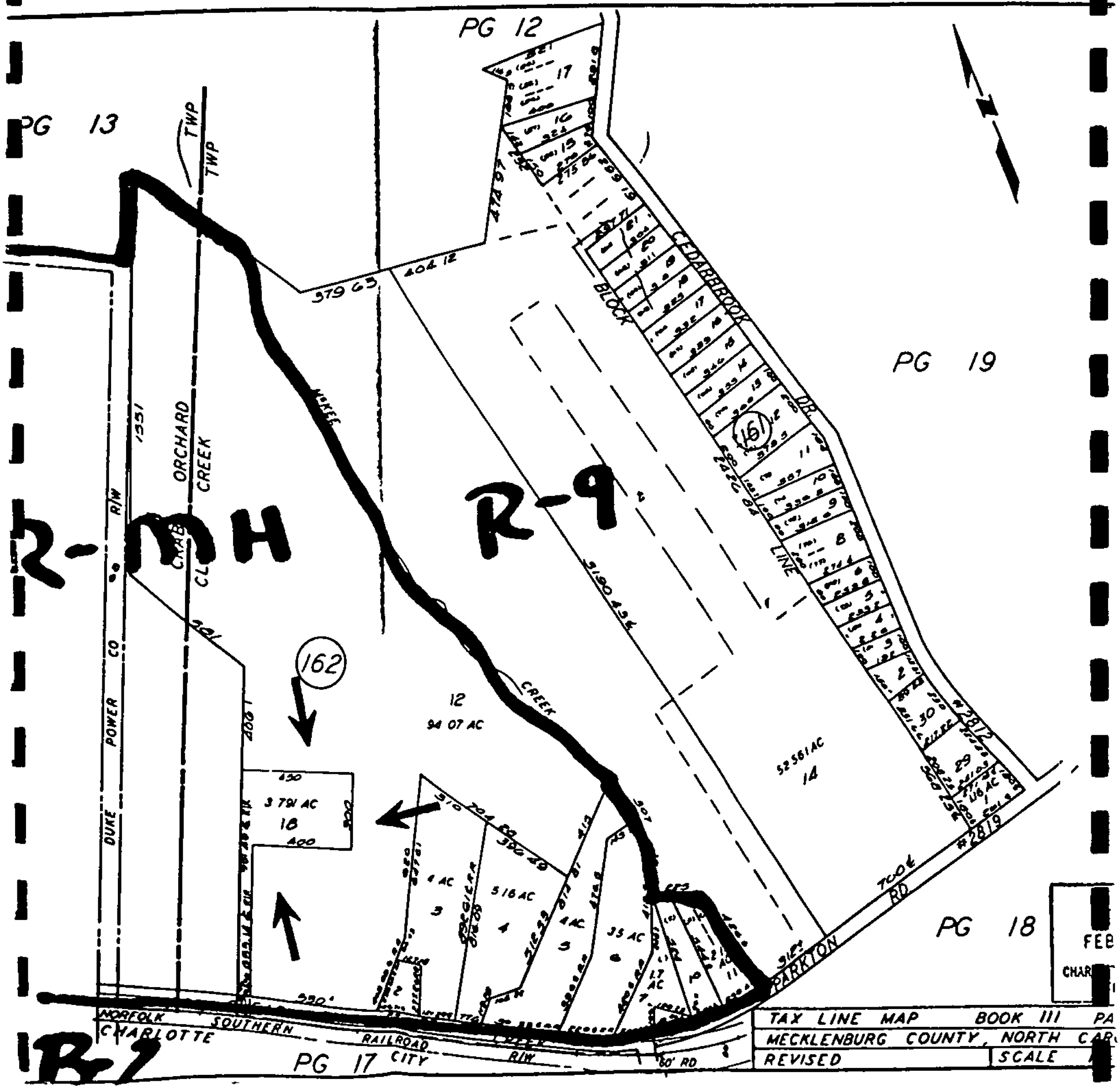
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1 16 AC
#2812
#2819
PARKTON
RD
NORFOLK
SOUTHERN
RAILROAD
R/W
CHARLOTTE
CITY
TAX LINE MAP BOOK 111
MECKLENBURG COUNTY, NORTH CAR
REVISED
SCALE

BACKGROUND

Name: Ms. Elnora McMoore
Address: 1940 St. Paul Street
Loan Amount: $119,511

- Ms. McMoore and her family were placed on the City's relocation workload July 17, 1991 through code enforcement, and they were identified as needing replacement housing assistance.

- Due to the deteriorated condition of their house, Community Development staff determined that the house must be demolished. Therefore, Ms. McMoore and her family qualified for the City's relocation program and they have chosen the replacement housing option.

- Ms. McMoore has lived at 1940 St. Paul Street for 30 years and wishes to remain at the current site, therefore, the options of relocating an existing house or construction of new house were explored.

- In accordance with the Federal Uniform Relocation Act, the City has the responsibility to make the family whole. Therefore, the replacement house selected must be similar to the house demolished. The house being demolished was built as a triplex (three separate living quarters and 3 bedrooms each) by Mrs. McMoore and her late husband. Since all the family members are legally classified as disabled adults, it was felt that a duplex-type structure (with 1 living room, 1 dining room, 1 kitchen, 1 full and 1 half bath and 4 bedrooms each) would meet the family's needs for being together for care/support and would also allow for semi-independent living arrangements.

- Due to the narrow streets in the neighborhood, it is not feasible to try to move a house onto Ms. McMoore's property, so the construction of a new house was pursued.

- Proposals from eight (8) interested developers were solicited through a Request for Proposals (RFP) process on August 7, 1992.

- Proposals were received from the following developers on August 27, 1992:

  - New Visions Homes, Inc.
  - Potter Associates

- An Evaluation Committee, consisting of three (3) housing professionals, reviewed and rated each proposal. Members of the Evaluation Committee chose New Visions Homes. The Committee consists of:

  - Paul Leonard, Executive Vice President, John Crosland/Centrex Homes
  - Justin Little, President, Crosland Properties, Inc.
  - Herschel Walters, Architect

- Ms. McMoore (through her daughter Verlene Tucker, who has Power of Attorney) made the selection of New Visions Homes. Since Ms. McMoore will be repaying the indebtedness, the City's Administrative Policy gives the owner a choice of the selection of the contractor.

- Family Composition:

  All members of the household/family are classified as disabled and receive a combination of SSI and Social Security.

- Ages:

| | |
|---|---|
| Elnora McMoore | 75 |
| Linda McMoore | 34 |
| Rittley McMoore | 33 |
| Stapheney McMoore Kennedy | 35 |
| Sheilia Ham | 36 |
| Hayward Ham | 43 |
| Lothario Evans | 39 |

- Gross Monthly Household Income: $2,667.50

- Source of Income: Social Security, SSI, VA

- Analysis of Household Income:

| | |
|---|---|
| Gross Monthly Income | $2,667.50 |
| Less: Federal Taxes | -0- |
| Net Monthly Income | $2,667.50 |
| | x 30% |
| Available for Housing | $ 800.25 |
| Less taxes & Ins. (est) | 133.00 |
| Available for Loan Payment | $ 667.25 |

- Council's approved Selective Rehabilitation Loan Program states that a family is to pay no more than 30% of their gross monthly income, less federal taxes, toward housing expenses. (Housing expenses are defined as principal and interest payments, real estate taxes and insurance).

- Type of Assistance (based on 30% rule):

| | |
|---|---|
| Loan Payment | $119,511 |
| Interest Rate | 3% |
| Term | 30 Years |
| Monthly Payment (P&I) | $504.34 |

- Breakdown of Total Costs:

| | | |
|---|---|---|
| Purchase Price | | $117,201 |
| Base Bid for construction of 8 bedroom house; demoliition of old house included | $115,345 | |
| Appliances: | | |
| Refrigerator | 467 | |
| Stove | 288 | |
| Washing Machine | 369 | |
| Dryer | 319 | |
| Stove (Gas) | 413 | |
| | $117,201 | |
| Attorney Fees/Closing Costs | | 2,310 |
| Total Loan Amount | | $119,511 |

EXHIBIT A

DATE 10-2-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 1940 St. Paul Street (075-058-02) Census # 48.00

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

Effective Year
Structure Built 1959
Style 2 Story
# Bedrooms 9
Sq. Ft. (House) 2,516
Civil Penalty ✓
Amount $220
Date 10-2-92

A. Current Tax Value of Structure $ 46,490
B. Land Value $ 4,500
SUB-TOTAL TAX VALUE $ 50,990
C. Estimated Cost to In Rem Repair to Code Standards $ 45,000.
TOTAL $ 95,990

D. % of C divided by A 97 %
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns

Name M. D. Miller
Date Completed 10-2-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date _____

1. Negotiated Acquisition or Tax Value $_____
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) $_____
   _____ sq.ft. x $27.00 per sq.ft.
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

Sub-Total $_____

Outstanding Loans/Liens -_____

TOTAL $_____

Is Total > $50,000 Yes ____ No ____

III. Amount of Civil Penalties $_____

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | ____ | ____ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | ____ | ____ |
| 3. Demolish | ____ | ____ |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name _____

Date Completed _____

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally _____ _____

2. Retain for Use Internally _____ _____

3. Explain Proposed Internal Use of House

N/A

4. Explain Proposed External Sale of House

N/A

D. Comments

Property to be used as a replacement housing site and family to remain.

Name C Wallace

Date Completed 10-2-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $ 102,000.00
2. Negotiated Acquisition $ -0-
3. Delinquent Taxes (if any) $ 609.84
4. Outstanding Loans/Liens (if any) $ -0-

TOTAL $ 102,609.84

Is it feasible to rehabilitate? Yes ✓ No _____

If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

2,856 sq. ft. x $ 40.38 $ 115,345 00
Plus Land Value $ -0-

TOTAL $ 115,345 00

Is it feasible to rehabilitate vs. replacement house cost?
Yes ____ No ✓ *

Name C Wallace
Date Completed 10-2-92

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ____ Decline ____

Signature 10-2-92

Director's Comment/Concerns:

* Cost difference between the new and rehabilitated structure is approximately $13,000, however, the cost effectiveness to construct a new house is more feasible in view of the 50 year potential life cycle of a new house compared to the remaining life of the structure to be rehabilitated.

Elnora McMoore
1940 St. Paul St.
RLRH 3104

## BACKGROUND

- Applicant: Brenadette C. Barringer
- Current Address: 7132 Wallace Road
- Age: 31
- Family Composition: Ms. Barringer and 2 children, ages 10 and 11
- Monthly Income: $1,096.83
- Source of Income: Cashier, Gary's Restaurant
- % of Household Income: 36% of the median income for a family of 3
- Analysis of Household Income:

| | |
|---|---|
| Gross Monthly Income | $1,096.83 |
| Less Federal Taxes | -30.33 |
| | $1,066.50 |
| | x30% |
| Available for Housing | $ 319.95 |
| Less Taxes & Ins. (Est.) | -81.34 |
| Available for Loan Payment | $ 238.61 |

- A family is to pay no more than 30% of their gross monthly income, less federal taxes, toward housing expense. (Housing expenses are defined as principal and interest payments, real estate taxes and insurance.)
- Type of Assistance:

| | |
|---|---|
| Loan Amount | $42,993 |
| Interest Rate | 3% |
| Term | 20 Years |
| Monthly Payments | $238.61 |
| Deferred Payment Loan Amount | $18,707 |
| Interest Rate | 0% |
| Term | 20 years or due and payable at the death of Ms. Barringer or the sale, rental or refinancing of the house. |

- The appraised value of 6210 Bridlewood Lane is $60,000.

CHARLOTTE

# Request for Council Action

October 12, 1992

*To the City Council from the City Manager*

*Action Requested* **Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2311 Sharon Road. (Upper Sharon Neighborhood)**

*Responsible Department*
**Community Development**

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

**What is Council being asked to approve?**
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2311 Sharon Road owned by Malcolm R. Williamson and wife, Mary.

**Why is the City doing this?**
The dwelling was inspected April 5, 1989 as a result of a complaint and was found to be in violation of the Housing Code. The owner was originally ordered to repair the structure by 2/15/90 since the estimated cost to repair the structure was less than 65% of the estimated tax value. However, the owner did not make the repairs.

An amended Order was issued to the owner in July 1992 for the structure to be demolished by 8/1/92 because the tax value of the structure decreased; therefore, the estimated cost to repair the structure exceeded 65% of the estimated tax vlue. The owner did not comply with the Order to demolish the structure; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because: (1) the estimated In Rem Repair cost of $35,425 is 74% of the $47,630 tax value of the structure and (2) the estimated cost of $174,907 to acquire and rehabilitate the structure makes it not economically feasible to do.

**What are Council's options?**
N/A

How much will this cost?
The estimated cost to demolish this structure is $3,500. Funds for the demolition of 2311 Sharon Road are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 2311 Sharon Road.

## BACKGROUND

- Property Address: 2311 Sharon Road
- Owner: Malcolm R. Williamson and wife, Mary
- Census Tract: #28.00
- Council District: #6
- Neighborhood: Upper Sharon
- Date of Inspection: (Exterior Only) 4/5/89
- Owner Notified of Hearing: 4/27/89 (mail returned unclaimed)
- Owner Notified of Hearing: 6/9/89
- Hearing Held: 7/7/89
- Owner Ordered to Repair Dwelling by: 8/6/89 (mail returned unclaimed)
- Owner Ordered to Repair Dwelling by: 9/5/89 (mail returned unclaimed)
- Title search received in September 1989 revealed no parties in interest to the property.
- Case was not followed up on.
- An administrative search warrant was obtained in order for an interior inspection to be made because the house was boarded up.
- Date of Inspection: 11/9/89
- Complaint and Notice of Hearing advertised in the Mecklenburg Times on 12/1/89.
- Hearing Held: 12/20/89
- Findings of Fact and Order advertised in the Mecklenburg Times on 1/16/90.
- Owner Ordered to Repair Dwelling by: 2/15/90
- Owner requested an extension of time to repair the property which was denied on 2/12/90.

- City Council approved an Ordinance to use the In Rem Remedy to repair the structure on 3/26/90.

- In Rem repairs were delayed because: (1) problems encountered in securing bids for the repair work (lowest bid received was much greater than the original repair estimate) and (2) transfer of the inspector.

- An acceptable bid was received and a proceed order was issued on 10/1/90.

- In Rem repairs were suspended because the owner obtained a permit and a contractor to start repairing the dwelling.

- A new inspection was made on 6/24/91 because repairs stopped on the house.

- Case was not followed up on.

- Amended Findings of Fact and Order issued on 7/2/92 ordering the dwelling to be demolished instead of repaired. This is due to the tax value of the structure decreasing; therefore, the estimated cost to repair the dwelling exceeded 65% of the estimated tax value.

- Owner Ordered to Demolish Dwelling by: 8/1/92

- Supplemental Order to Repair issued 8/12/92 because a letter was received from the owner requesting to repair the dwelling.

- Owner Order to Repair Dwelling by: 9/12/92

- Reinspection on 9/18/92 revealed no repairs had been made.

- Updated title report revealed no change.

- Structure Occupied: No

- Repairs include major structural and plumbing.

- Feasibility to Save or Demolish Structure:

  As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because: (1) the estimated In Rem Repair cost of $35,425 is 74% of the $47,630 tax value of the structure and (2) the estimated cost of $174,907 to acquire and rehabilitate the structure makes it not economically feasible to do.

EXHIBIT A

DATE 6-16-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 2311 Sharon Road (153-105-17) Census # 28

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair
Demolition ✓

Effective Year
Structure Built 1932
Style Ranch
# Bedrooms 3
Sq. Ft. (House) 1,751 + 50 auxillary sq ft
Civil Penalty
Amount 7100
Date 6-16-92

auxillary sq ft value 2,350 > $47,630

A. Current Tax Value of Structure $ 45,280
B. Land Value $ 80,000
SUB-TOTAL TAX VALUE $ 127,630
C. Estimated Cost to In Rem Repair to Code Standards $ 35,425
TOTAL $ 163,055

D. % of C divided by A 74 %
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
On 9-12-91, the code order was for in-rem repair. However, the tax value of the structure decreased and a supplemental order is now required to order the dwelling demolished.

Name Judie Becker
Date Completed 6-17-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date _____

1. Negotiated Acquisition (Tax Value) $ 127,630
2. Rehabilitation (Substantial) $ 47,277
   (based on average cost of CD rehabilitation x sq.ft. in house)
   1,751 sq.ft. x $27.00 per sq.ft.
3. Delinquent Taxes (if any) $ -0-
4. Outstanding Loans/Liens (if any) $ -0-

TOTAL $ 174,907

Is Total > $50,000 Yes ✓ No ____

III. Amount of Civil Penalties $ 7100

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | | ✓ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | | ✓ |
| 3. Demolish | ✓ | |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name C Wallace
Date Completed 6-16-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ____

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
None. Housing opportunity for a lower income resident cannot be created unless the owners, Malcolm & Mary Williamson, are willing to divest; property is too expensive to acquire and rehabilitate within City replacement housing standard.

4. Explain Proposed External Sale of House
Mark Russell, a City resident living at 2021 Woodlawn Rd, contacted department to inquire about bringing property to make a home for himself. Mr. Russell stated he has the technical "know how" to economically repair house and remedy code violations. In November, 1991, I gave Mr. Russell the owners' address to write them, but Mr. & Mrs. Williamson did not respond to Mr. Russell's written offer to purchase house.

D. Comments
ON 6-8-92, letter was written from department to Mr. & Mrs. Williamson requesting that within one week they contact dept. to inform CD staff what action they desired to be taken on property. To date, Mr. & Mrs. Williamson have not contacted department.

Name C. Wallace
Date Completed 6-16-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval _____ Decline _____

_____

Signature

Director's Comment/Concerns:

_____

_____

_____

_____

_____

_____

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2311 SHARON ROAD PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF MALCOLM R. WILLIAMSON AND W/MARY, RESIDING AT 216 ROSE DRIVE, FORT LAUDERDALE, FLORIDA, 33316.

WHEREAS, the dwelling located at 2311 Sharon Road in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on November 20, 1989 and July 2, 1992:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 2311 Sharon Road in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

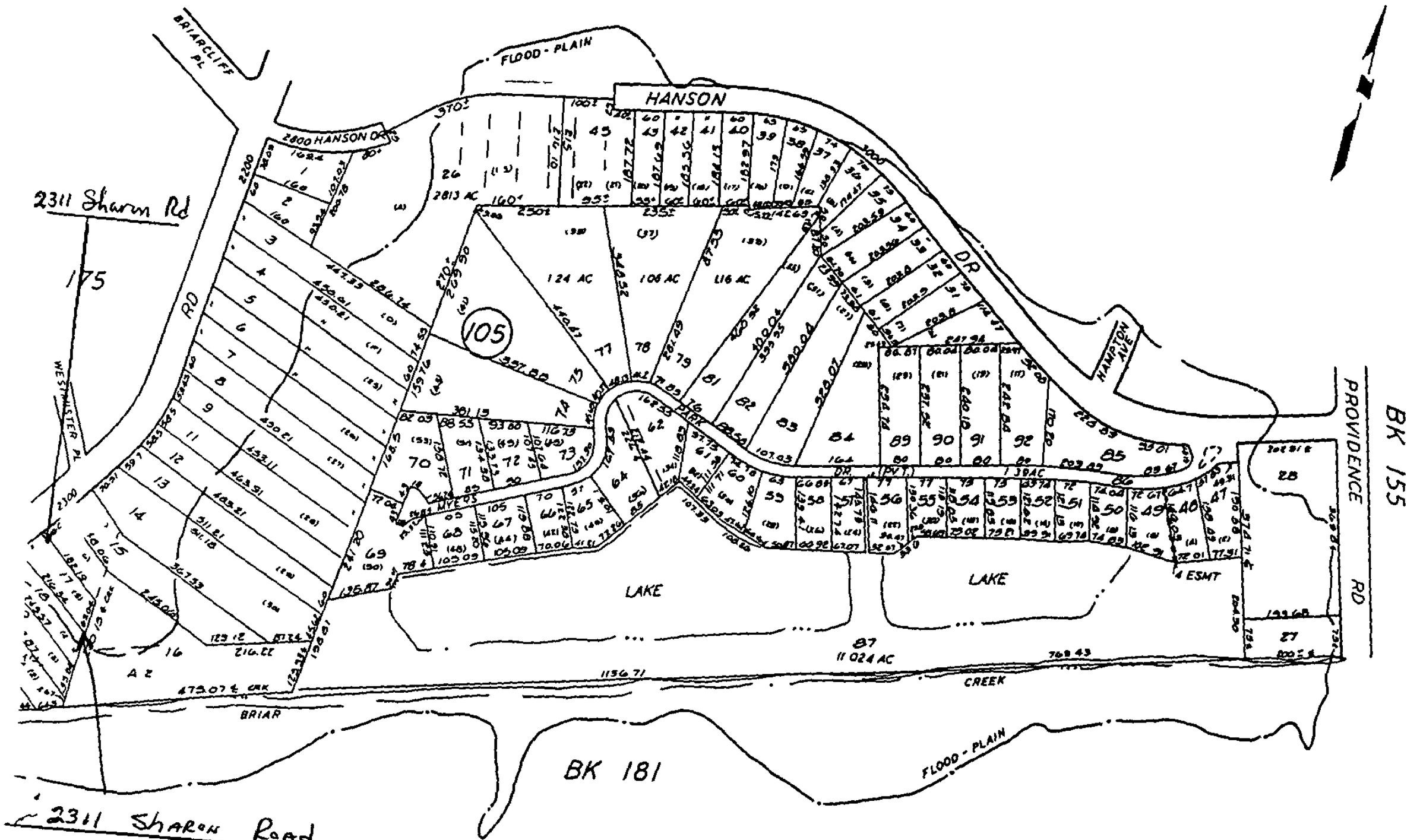
APPROVED AS TO FORM:

Henry W. Underhill Jr.
CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

_____
BRENDA FREEZE, CITY CLERK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FLOOD - PLAIN
HANSON
2800 HANSON DR
2311 Sharon Rd
175
RD
WESTMISTER PL
105
2813 AC
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106 AC
116 AC
DR
HAMPTON AVE
PROVIDENCE RD
BK 155
LAKE
LAKE
11 024 AC
CREEK
BRIAR
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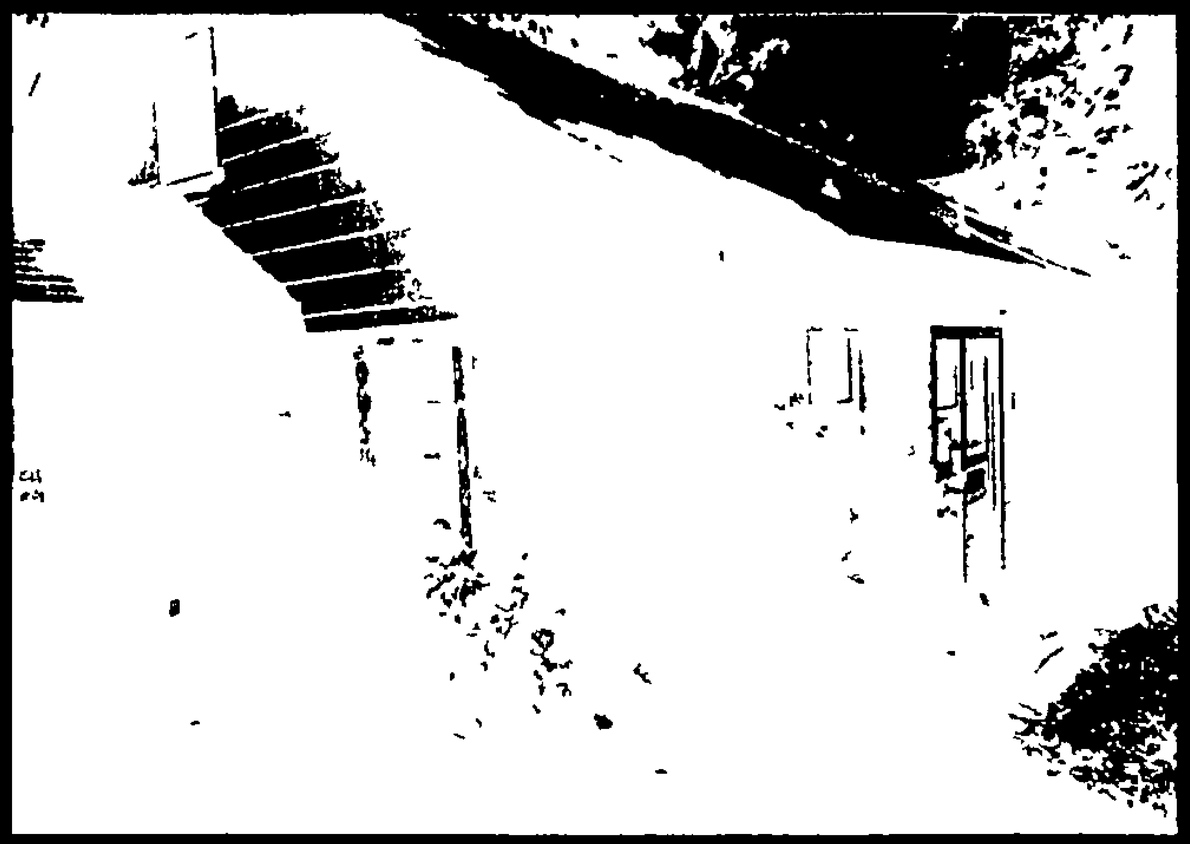
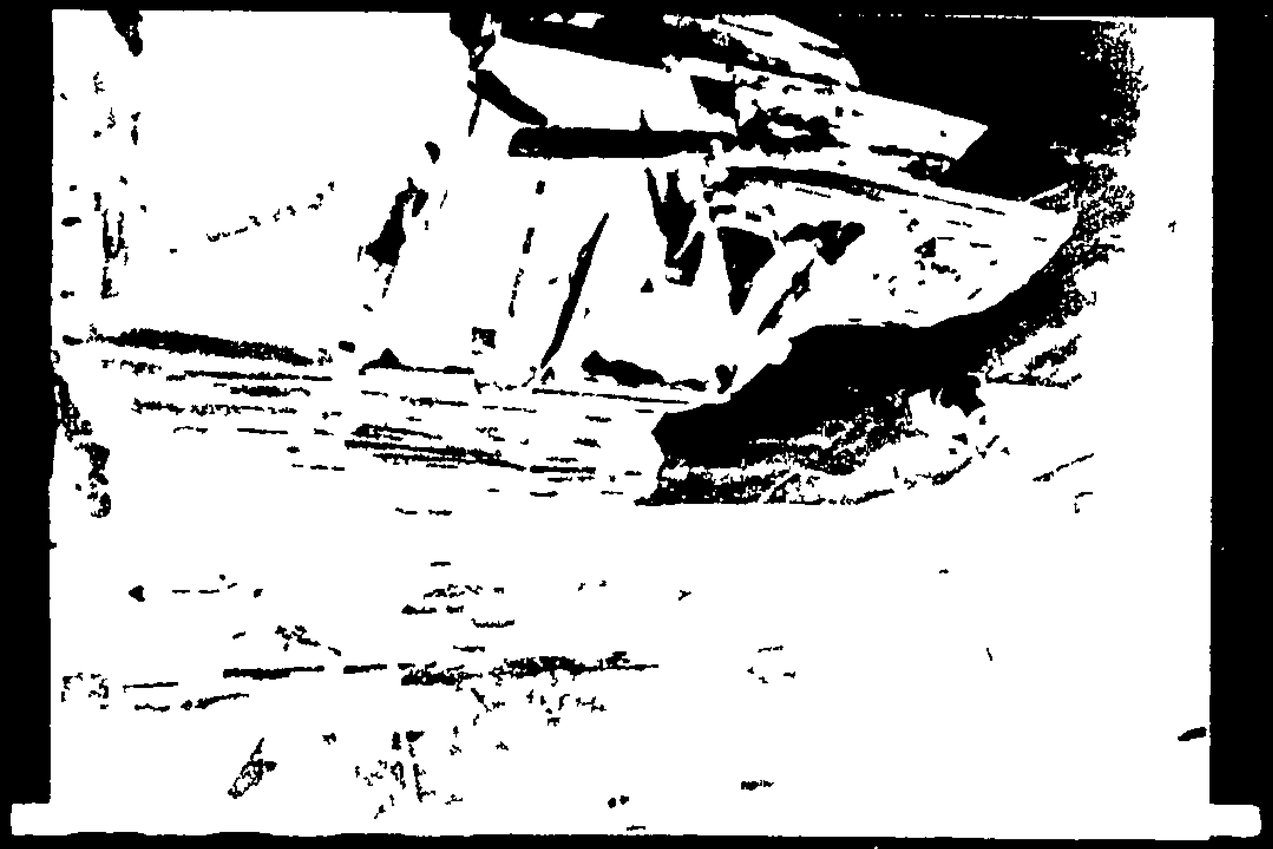
MECKLENBURG COUNTY, NORTH CAROLINA



2311 Sharon Road



CHARLOTTE

# Request for Council Action

**October 12, 1992**

*To the City Council from the City Manager*

*Action Requested* **Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2530 Crispin Avenue. (Westerly Hills Neighborhood)**

*Responsible Department* **Community Development**

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

**What is Council being asked to approve?**
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling (trailer) located at 2530 Crispin Avenue owned by Brice Kennedy.

**Why is the City doing this?**
The dwelling was inspected November 11, 1990 as a result of a petition and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by February 19, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). In this case, demolition and removal of this trailer is being recommended because: (1) the estimated In Rem Repair cost of $1,555 is 1555% of the -0- tax value of the trailer and (2) the trailer is not allowed to be used as a residence; it was moved onto the lot without a permit.

**What are Council's options?**
N/A

**How much will this cost?**
The estimated cost to demolish this duplex is $2,000. Funds for the demolition of 2530 Crispin Avenue are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 2530 Crispin Avenue.

## BACKGROUND

- Property Address: 2530 Crispin Road
- Owner: Brice Kennedy
- Census Tract: #4000
- Council District: #3
- Neighborhood: Westerly Hills
- Date of Inspection: 11/19/90
- Owner Notified of Hearing: 1/4/91 (mail returned unclaimed)
- Case was not followed up on.
- On 4/18/91 it was discovered that the property was owned by the Department of Housing and Urban Development.
- Owner Notified of Hearing: 5/9/91
- Hearing Held 6/11/91
- Owner Ordered to Demolish Dwelling by: 7/12/91
- Title search received in December 1991 revealed property had changed ownership again.
- New Owner Notified of Hearing: 12/11/91
- Hearing Held: 1/15/92
- New Owner Ordered to Demolish Dwelling by: 2/19/92
- Owner requested and received an extension of time to demolish the dwelling.
- Owner Ordered to Demolish Dwelling by: 4/22/92
- Case was on followed up on.
- Structure Occupied: No
- Repairs include installing exterior doors, window screens and electrical receptacles; repairing walls, ceilings and floor throughout and a roof leak.

- Feasibility to Save or Demolish Structure:

  As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). In this case, demolition and removal of this trailer is being recommended because: (1) the estimated In Rem Repair cost of $1,555 is 1555% of the -0- tax value of the trailer and (2) the trailer is not allowed to be used as a residence; it was moved onto the lot without a permit.

EXHIBIT A

DATE 9-1-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

061-027-14

ADDRESS 2530 Crispin Avenue Census # 40.00

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

Effective Year Structure Built ?
Style Trailer
# Bedrooms 2
Sq. Ft. (House) ?
Civil Penalty ✓
Amount $2,040
Date 9-1-92

A. Current Tax Value of Structure $ ____
B. Land Value $ 9,600
SUB-TOTAL TAX VALUE $ 9,600
C. Estimated Cost to In Rem Repair to Code Standards $ 1,555
TOTAL $ 11,155

D. % of C divided by A 1555%
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
This trailer was moved in illegally and owner was unable to get a permit. A value cannot be put on the trailer. Case needs to go to City Council to do Rem demolish just as soon as possible

Name M. D. Miller
Date Completed 9-1-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 9-3-92

1. Negotiated Acquisition or Tax Value - Land only $ 9,600.00
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) NA sq.ft. x $27.00 per sq.ft. $ -0-
3. Delinquent Taxes (if any) $ 114.82
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 9,714.82

Outstanding Loans/Liens -

TOTAL $

Is Total > $50,000 Yes ____ No ✓

III. Amount of Civil Penalties $ 2060

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | | ✓ |
| 2. In Rem Repair | | ✓ |
| 3. Demolish | ✓ | |

If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate.

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name C Wallace

Date Completed 9-3-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ✓

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
NONE. Dilapidated Mobile home / trailer on property cannot be used for housing and has no effective use as housing.

4. Explain Proposed External Sale of House
NONE. No house on property thereby property was not referred to non profits

D. Comments
attempts to contact party in interest per instructions from Pat Wallace, have not been successful.

Name CWallace
Date Completed 9-3-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes ____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline ____

Signature 9-14-92

Director's Comment/Concerns:

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2530 CRISPIN AVENUE PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF BRICE KENNEDY, RESIDING AT P. O. BOX 115, MAIN STREET, HEATH SPRINGS, SOUTH CAROLINA, 29058.

WHEREAS, the dwelling located at 2530 Crispin Avenue in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on December 11, 1991 and January 17, 1992:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 2530 Crispin Avenue in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

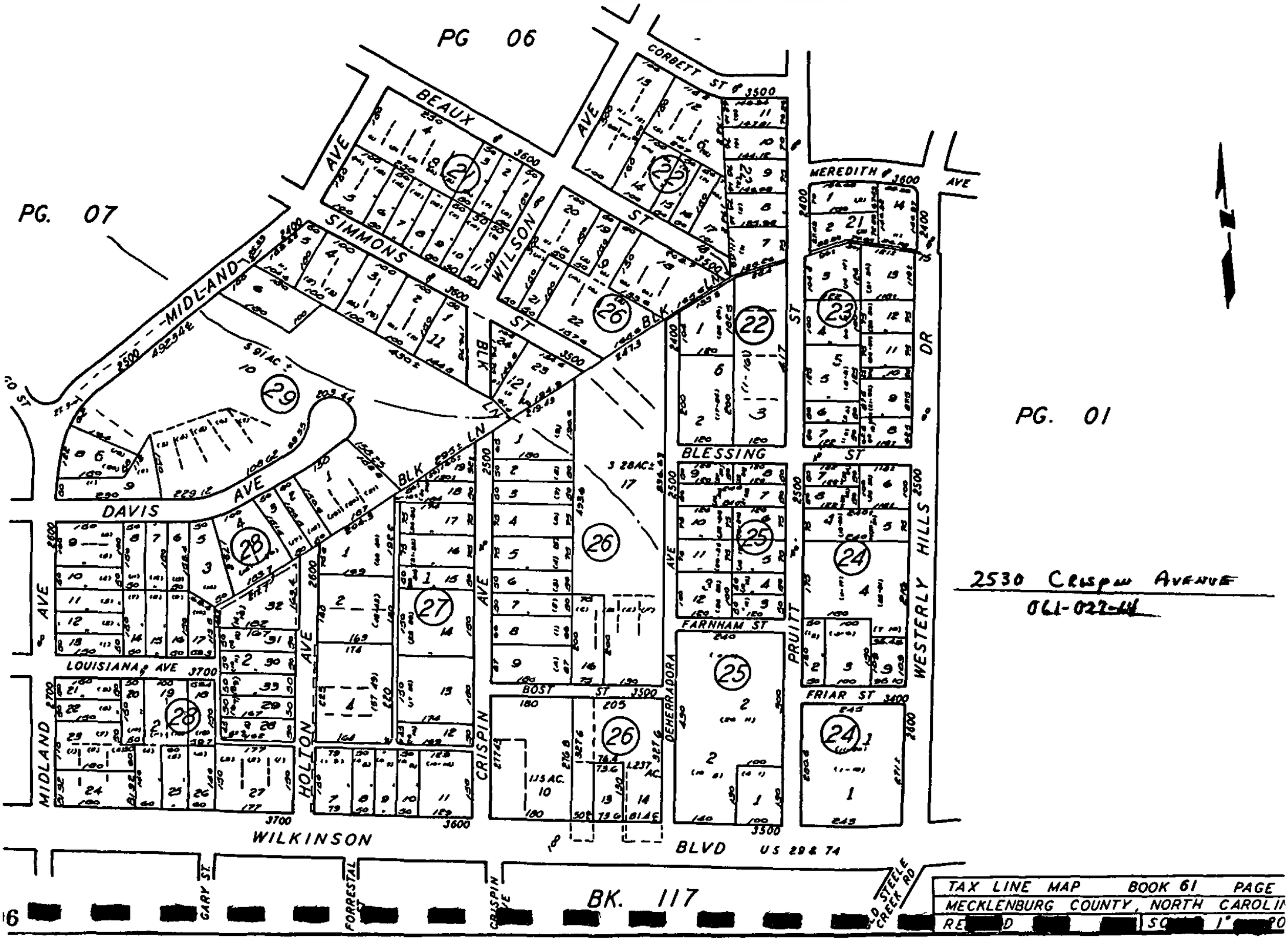
APPROVED AS TO FORM:

Henry W. Underhill Jr.
CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

_____
BRENDA FREEZE, CITY CLERK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LOUISIANA AVE
FARNHAM ST
BOST ST
FRIAR ST
HOLTON AVE
CRISPIN AVE
DEHERRADORA AVE
PRUITT DR
WESTERLY HILLS
WILKINSON BLVD US 29 & 74
GARY ST.
FORRESTAL ST
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2530 Crispin Avenue
061-022-44
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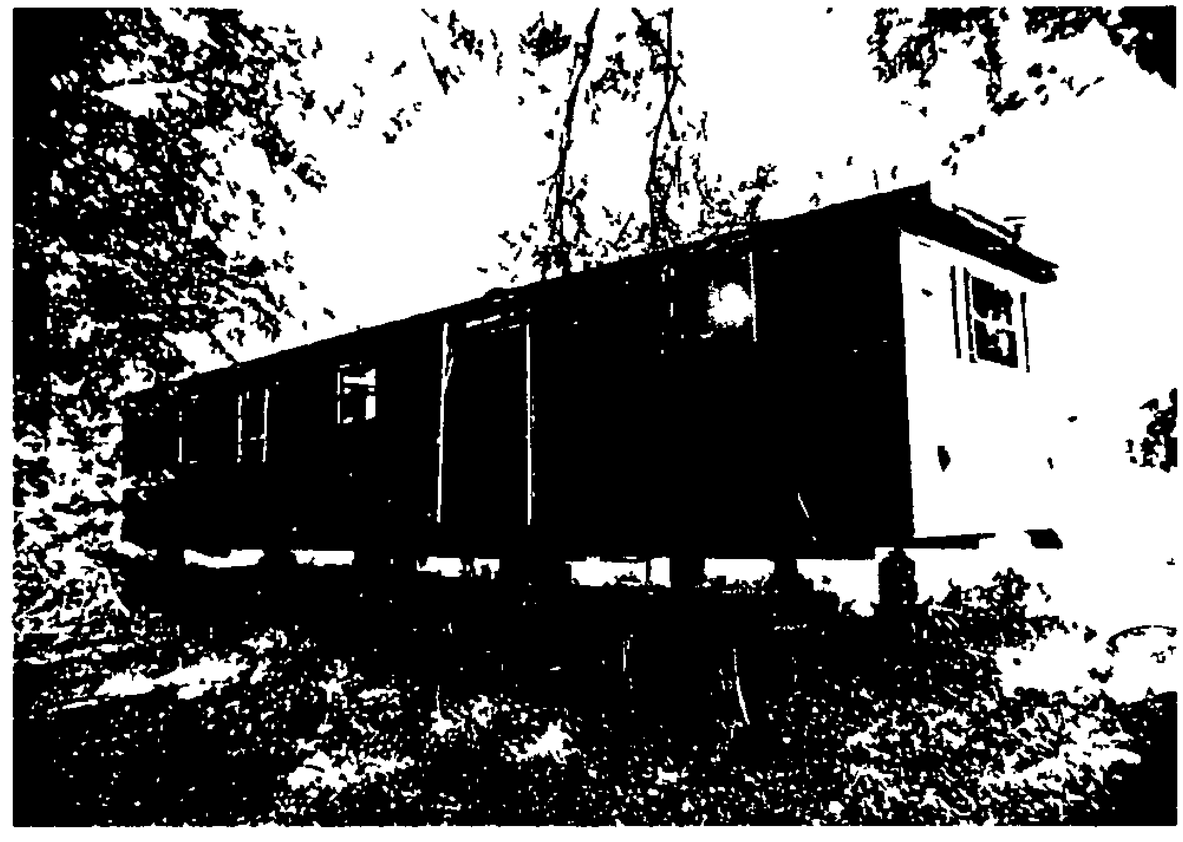
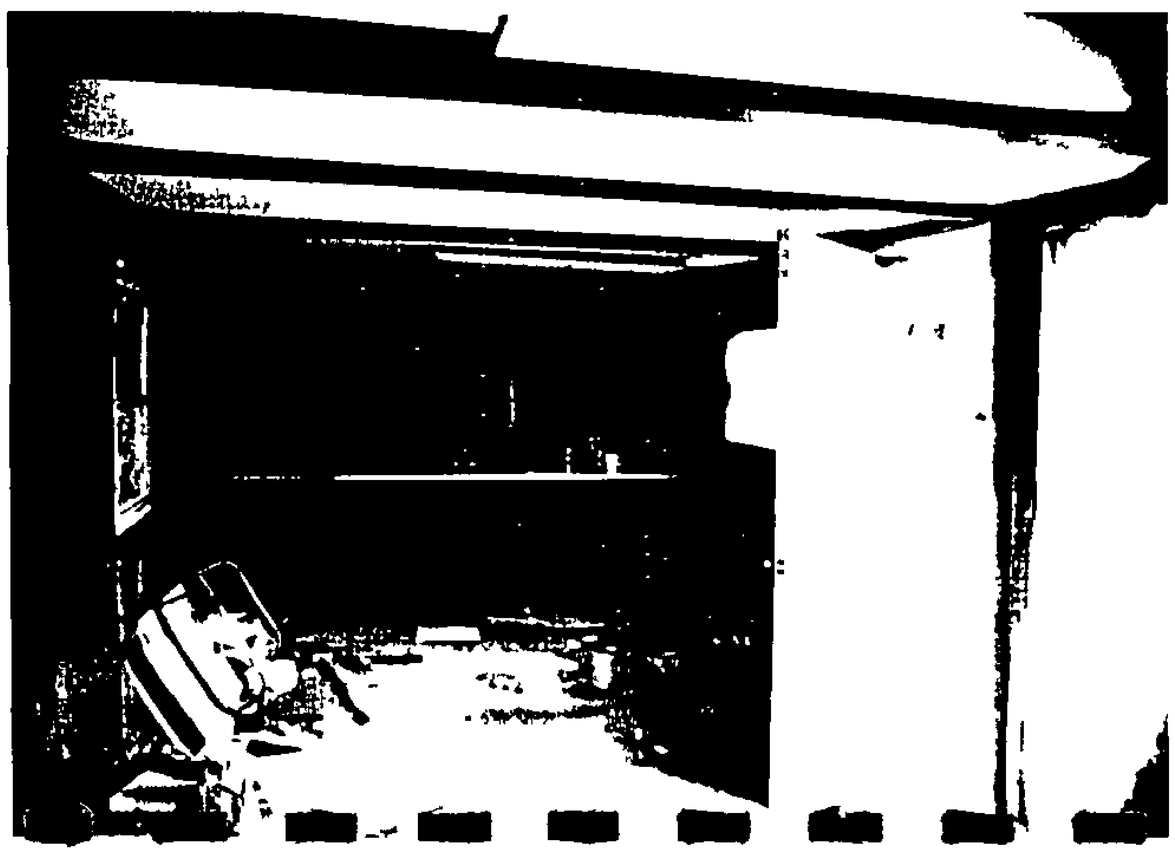
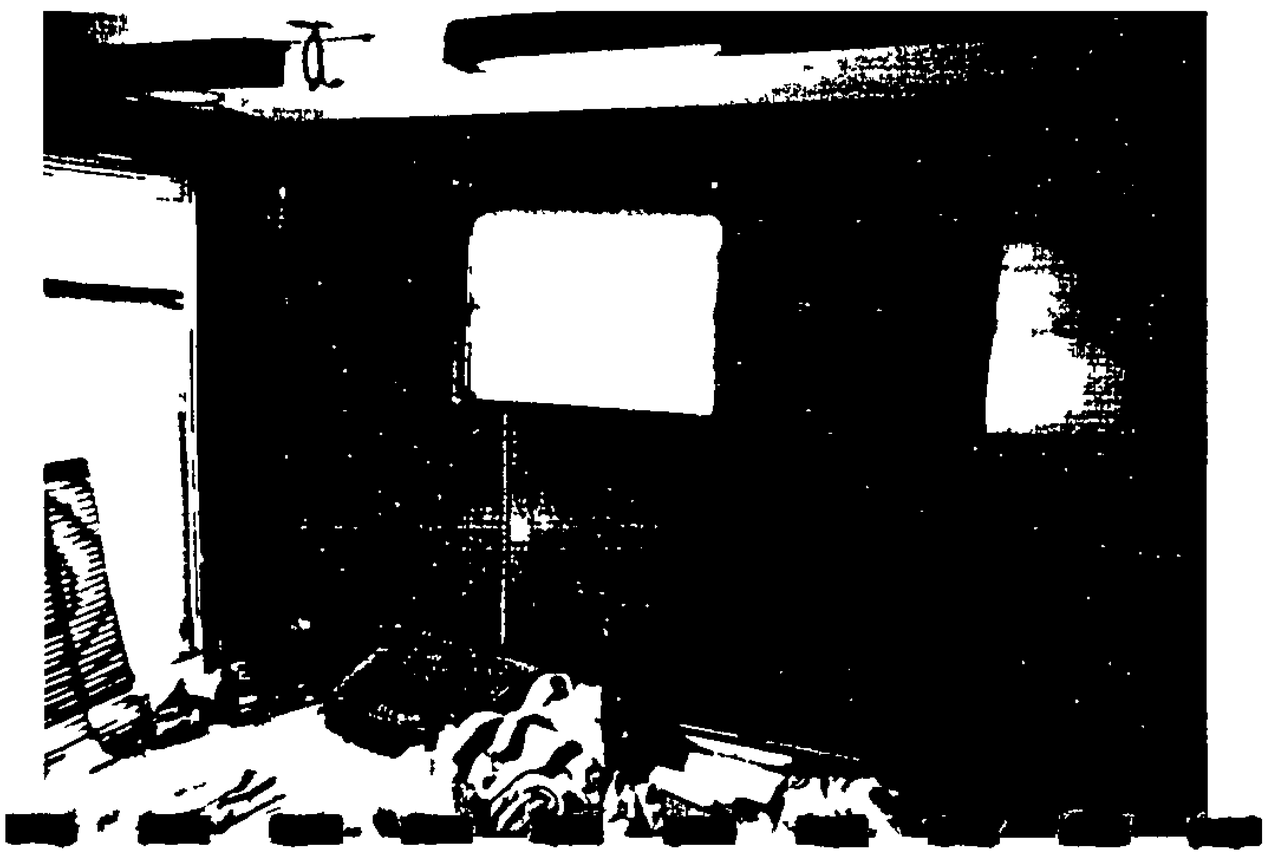
MECKLENBURG COUNTY, NORTH CAROLI



2530 Crispin Avenue





CHARLOTTE

# Request for Council Action

October 12, 1992

*To the City Council from the City Manager*

*Action Requested* Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2535-37 Rozzelles Ferry Road. (Lower Seversville Neighborhood)

*Responsible Department*

Community Development

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

**What is Council being asked to approve?**
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 2535-37 Rozzelles Ferry Road owned by Thomas M. Howell.

**Why is the City doing this?**
The dwelling was inspected March 17, 1992 as a result of a field observation in a Concentrated Code Enforcement area and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by July 29, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this duplex. In this case, demolition is being recommended because: (1) the estimated In Rem Repair cost of $23,580 is 98% of the $24,010 tax value of the structure and (2) the estimated cost of $130,717 to acquire and rehabilitate the structure makes it not economically feasible to do.

**What are Council's options?**
N/A

**How much will this cost?**
The estimated cost to demolish this duplex is $5,000. Funds for the demolition of 2535-37 Rozzelles Ferry Road are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 2535-37 Rozzelles Ferry Road.

## BACKGROUND

- Property Address: 2535-37 Rozzelles Ferry Road
- Owner: Thomas M. Howell
- Census Tract: #45.00
- Council District: #2
- Neighborhood: Lower Seversville
- Date of Inspection: 3/7/92
- Owner Notified of Hearing: 3/18/92
- Hearing Held 4/20/92
- Owner Ordered to Demolish Dwelling by: 5/21/92
- Owner requested and received an extensions of time to demolish the dwelling.
- Owner Ordered to Demolish Dwelling by: 7/29/92
- Title search received in April 1992 revealed no parties in interest to the property.
- Structure Occupied: No
- Repairs include major structural, mechanical, electrical and plumbing.
- Feasibility to Save or Demolish Structure:

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this duplex. In this case, demolition is being recommended because: (1) the estimated In Rem Repair cost of $23,580 is 98% of the $24,010 tax value of the structure and (2) the estimated cost of $130,717 to acquire and rehabilitate the structure makes it not economically feasible to do.

EXHIBIT A

DATE 8-14-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 2535-37 Rozzelle Ferry Road Census # 45.00

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

Effective Year
Structure Built 1940
Style Duplex Apt.
# Bedrooms 5
Sq. Ft. (House) 2863
Civil Penalty ✓
Amount $ 258
Date 8-14-92

A. Current Tax Value of Structure $ 24,010
B. Land Value $ 28,560
SUB-TOTAL TAX VALUE $ 52,570
C. Estimated Cost to In Rem Repair to Code Standards $ 23,580
TOTAL $ 76,150

D. % of C divided by A 98 %
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
This dwelling is on the same parcel with two Commercial structures, a Lounge / Night Club and another Building. It is my opinion that case should go to City Council for In Rem Demolition.

Name M. A. Miller
Date Completed 8-14-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 8-14-92

1. Negotiated Acquisition or Tax Value $ 52,570.00
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) 2863 sq.ft. x $27.00 per sq.ft. $ 77,301.00
3. Delinquent Taxes (if any) $ 845.93
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 130,716.93

Outstanding Loans/Liens - -0-

TOTAL $ 130,716.93

Is Total > $50,000 Yes ✓ No ____

III. Amount of Civil Penalties $ 450

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | | ✓ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | | ✓ |
| 3. Demolish | ✓ | |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name CWallace

Date Completed 9-3-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ✓

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
NONE.

4. Explain Proposed External Sale of House
None. There are three structures on parcel and parcel is less than one acre; zoning is I1. Property not referred to non-profits because of zoning and other structures on property are commercial.

D. Comments
Owner, Thomas Howell, has requested that City demolish property as he is financially unable to do so!

Name C Wallace
Date Completed 9-3-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline _____

9-8-92

Signature

Director's Comment/Concerns:

Demolition

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 2535-37 ROZZELLES FERRY ROAD, PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF THOMAS M. HOWELL, RESIDING AT RFD 7, BOX 261, MCMINNVILLE, TENNESSEE, 37110.

WHEREAS, the dwelling located at 2535-37 Rozzelles Ferry Road in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on March 18, 1992 and April 21, 1992:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 2535-37 Rozzelles Ferry Road in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

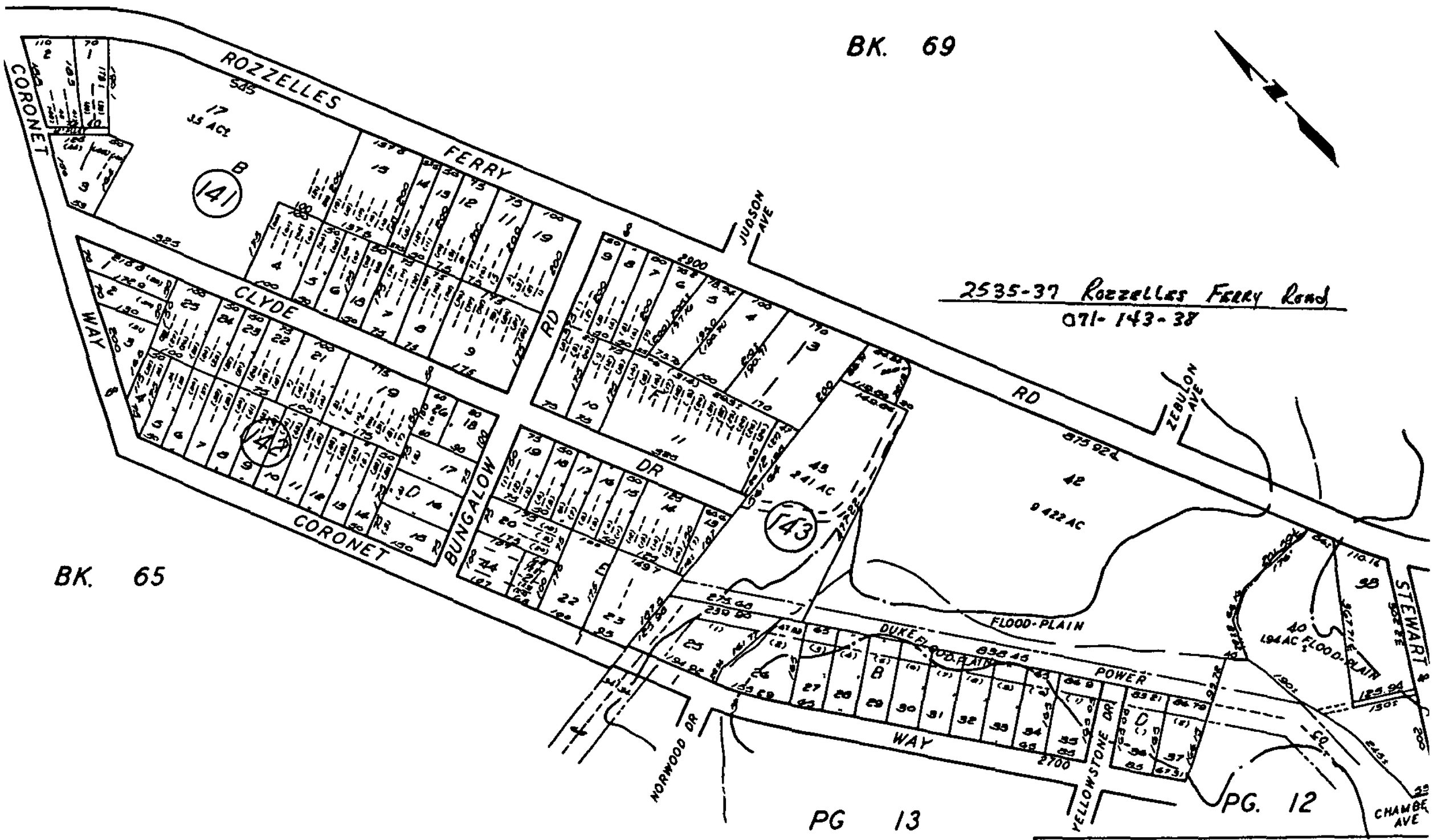
APPROVED AS TO FORM:

Henry W. Underhill Jr.
CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 ____.

_____
BRENDA FREEZE, CITY CLERK


BK. 69
BK. 65
2535-37 Rozzelles Ferry Road
071-143-38
ROZZELLES FERRY RD
CORONET WAY
CLYDE RD
BUNGALOW DR
CORONET WAY
JUDSON AVE
ZEBULON AVE
STEWART
DUKE POWER WAY
FLOOD-PLAIN
NORWOOD DR
YELLOWSTONE DR
CHAMBER AVE
PG 13
PG. 12
TAX LINE MAP BOOK 71 PAGE
MECKLENBURG COUNTY, NORTH CAROLIN
REVISED
SCALE 1" = 20
FOR TAX PURPOSES ONLY

2535-37 Rozzelles Ferry Road

CHARLOTTE

# Request for Council Action

October 12, 1992

To the City Council from the City Manager

Action Requested: Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 3405 Rozzelles Ferry Road. (Lakewood Neighborhood)

Responsible Department: Community Development

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

**What is Council being asked to approve?**
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 3405 Rozzelles Ferry Road owned by Princeolla McGowan Young.

**Why is the City doing this?**
The dwelling was inspected July 9, 1991 as a result of a field observation in a Concentrated Code Enforcement area and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by January 30, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost is $55,930 is 458.4% of the $1,220 tax value of the structure. Also, this structure has been badly damaged by fire. Although the estimated cost to acquire and rehabilitate the structure is $57,481 (approximately $7,500 above the City replacement cost average), a new house could be constructed with a new 50-year economic life.

**What are Council's options?**
N/A

How much will this cost?
The estimated cost to demolish this dwelling is $4,000. Funds for the demolition of 3405 Rozzelles Ferry Road are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 3405 Rozzelles Ferry Road.

## BACKGROUND

- Property Address: 3405 Rozzelles Ferry Road
- Owner: Princeolla McGowan Young
- Census Tract: #45.00
- Council District: #2
- Neighborhood: Lakewood
- Date of Inspection: 7/9/91
- Owner Notified of Hearing: 7/11/91
- Hearing Held 7/24/91
- Owner Ordered to Demolish Dwelling by: 8/24/91
- Title search received in August 1991 revealed parties in interest to the property. The parties in interest have been notified of the code enforcement action.
- Owner requested and received two extensions of time to demolish the dwelling.
- Owner Ordered to Demolish Dwelling by: 1/30/92
- Structure Occupied: No
- Repairs include major structural, mechanical, electrical and plumbing.
- Feasibility to Save or Demolish Structure:

  As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost is $55,930 is 458.4% of the $1,220 tax value of the structure. Also, this structure has been badly damaged by fire. Although the estimated cost to acquire and rehabilitate the structure is $57,481 (approximately $7,500 above the City replacement cost average), a new house could be constructed with a new 50-year economic life.

EXHIBIT A

DATE 8-20-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 3405 Rozzelles Ferry Road (015-127-11) Census # 4500

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

Effective Year Structure Built 1924
Style 2 Story
# Bedrooms 5
Sq. Ft. (House) 1,548
Civil Penalty ✓
Amount ~~$2,120~~ 1,220
Date 8-20-92

A. Current Tax Value of Structure $ ~~14,280~~
B. Land Value $ 14,280
SUB-TOTAL TAX VALUE $ 15,500
C. Estimated Cost to In Rem Repair to Code Standards $ 55,930
TOTAL $ 71,430

D. % of C divided by A 458.4%
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
This structure is open and very badly fire damaged and needs to be demolished as soon as possible.

Name M. D. Miller
Date Completed 8-20-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 8-21-92

1. Negotiated Acquisition or Tax Value $ 15,500
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) $ 41,796
   1548 sq.ft. x $27.00 per sq.ft.
3. Delinquent Taxes (if any) $ 185.38
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 57,481.38

Outstanding Loans/Liens -

TOTAL $

Is Total > $50,000 Yes ✓ No

III. Amount of Civil Penalties $ 2320

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | | ✓ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | | ✓ |
| 3. Demolish | ✓ | |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name CWallace
Date Completed 9-9-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ✓

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
NONE.

4. Explain Proposed External Sale of House
NONE. Property zoned B1 and is not a suitable location currently for residential housing. Also, owners do not want to sell property.

D. Comments
On 9-10-92, conversations with owners, Princella Young and her son, Thomas Young, revealed that they do want the house demolished, but they are not financially able to tear it down themselves.

Name C. Wallace
Date Completed 9-10-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline ____

Signature 9-14-92

Director's Comment/Concerns:

Demolition

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 3405 ROZZELLES FERRY ROAD, PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF PRINCEOLLA MCGOWAN YOUNG, RESIDING AT 3021 CAROL AVENUE, CHARLOTTE, NORTH CAROLINA, 28208.

WHEREAS, the dwelling located at 3405 Rozzelles Ferry Road in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on July 11, 1991 and July 25, 1991:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 3405 Rozzelles Ferry Road in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

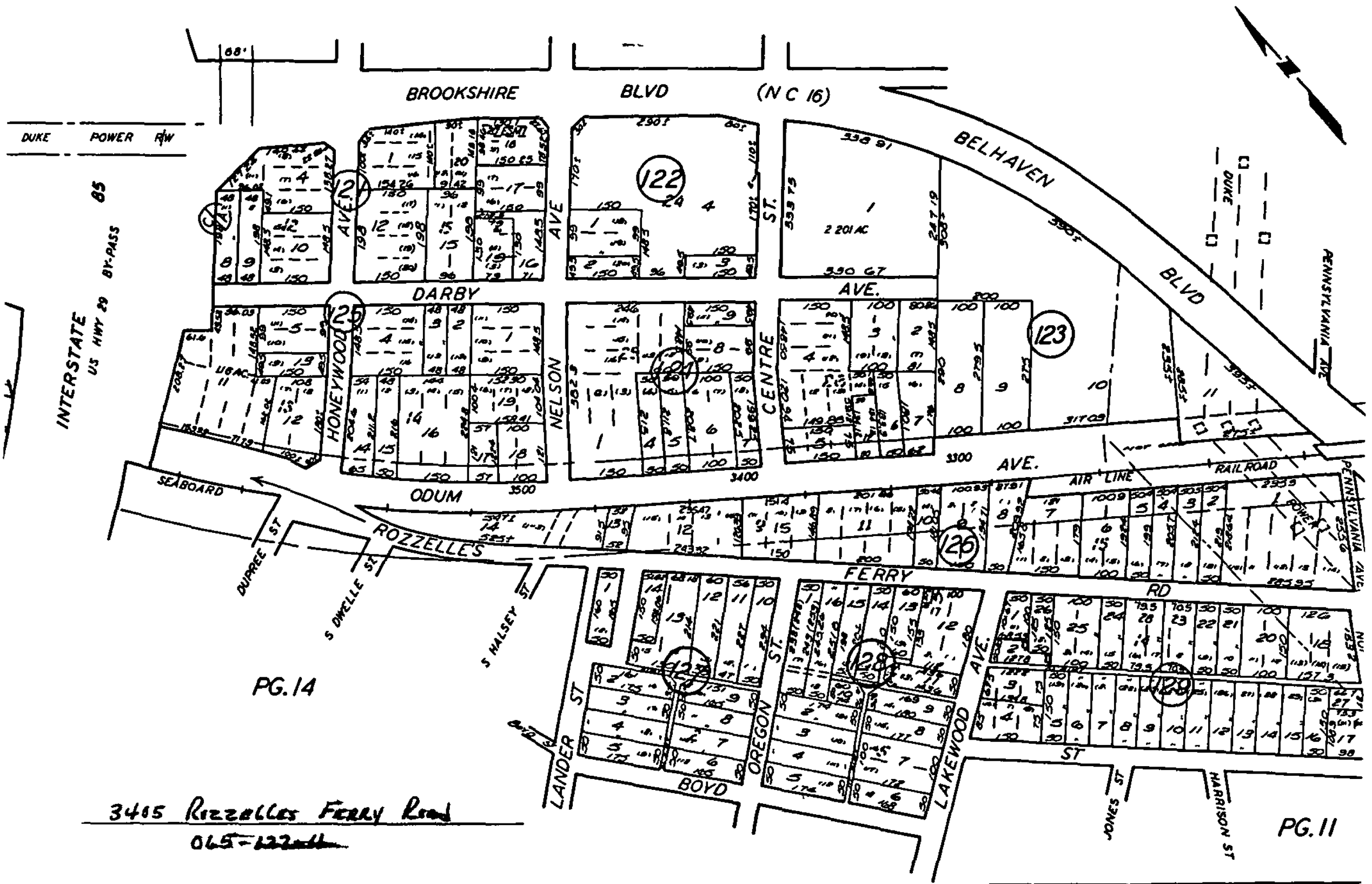
APPROVED AS TO FORM:

Henry W. Underhill Jr.
CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

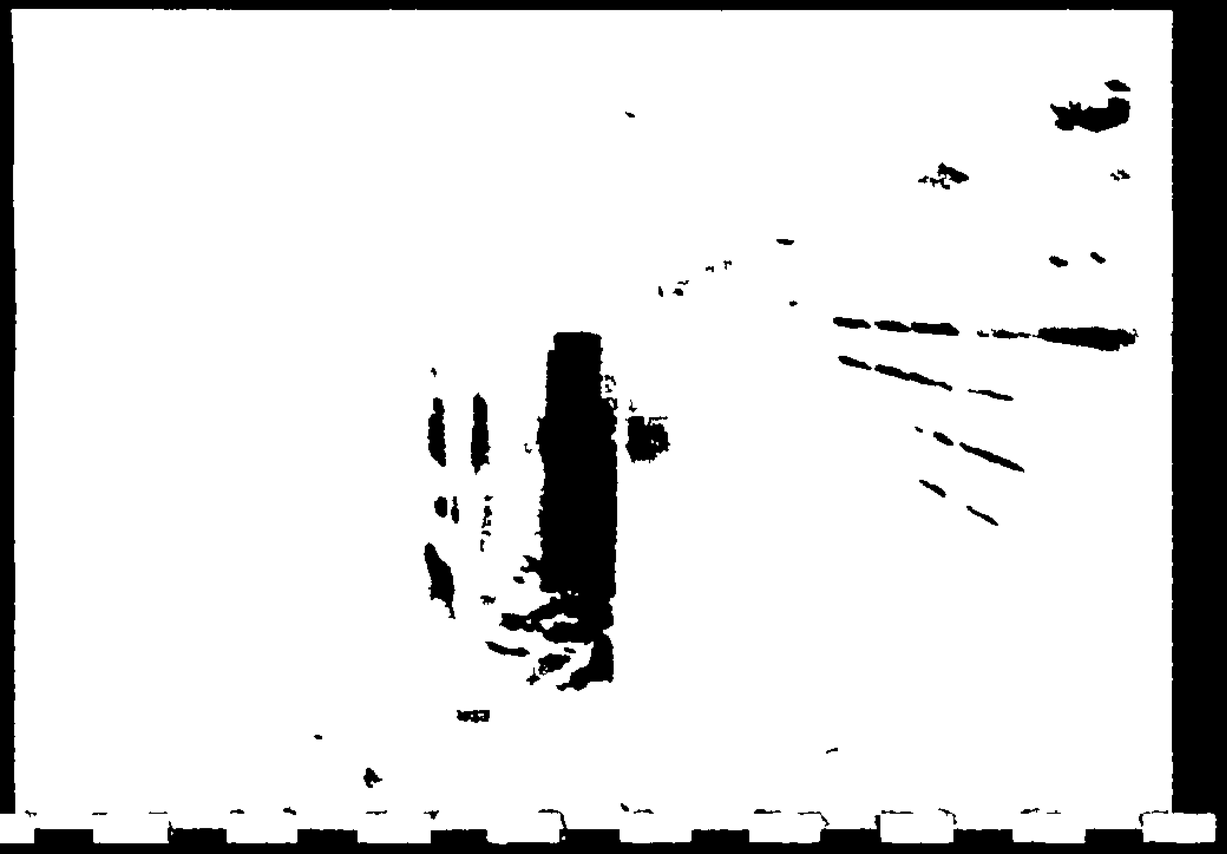
Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

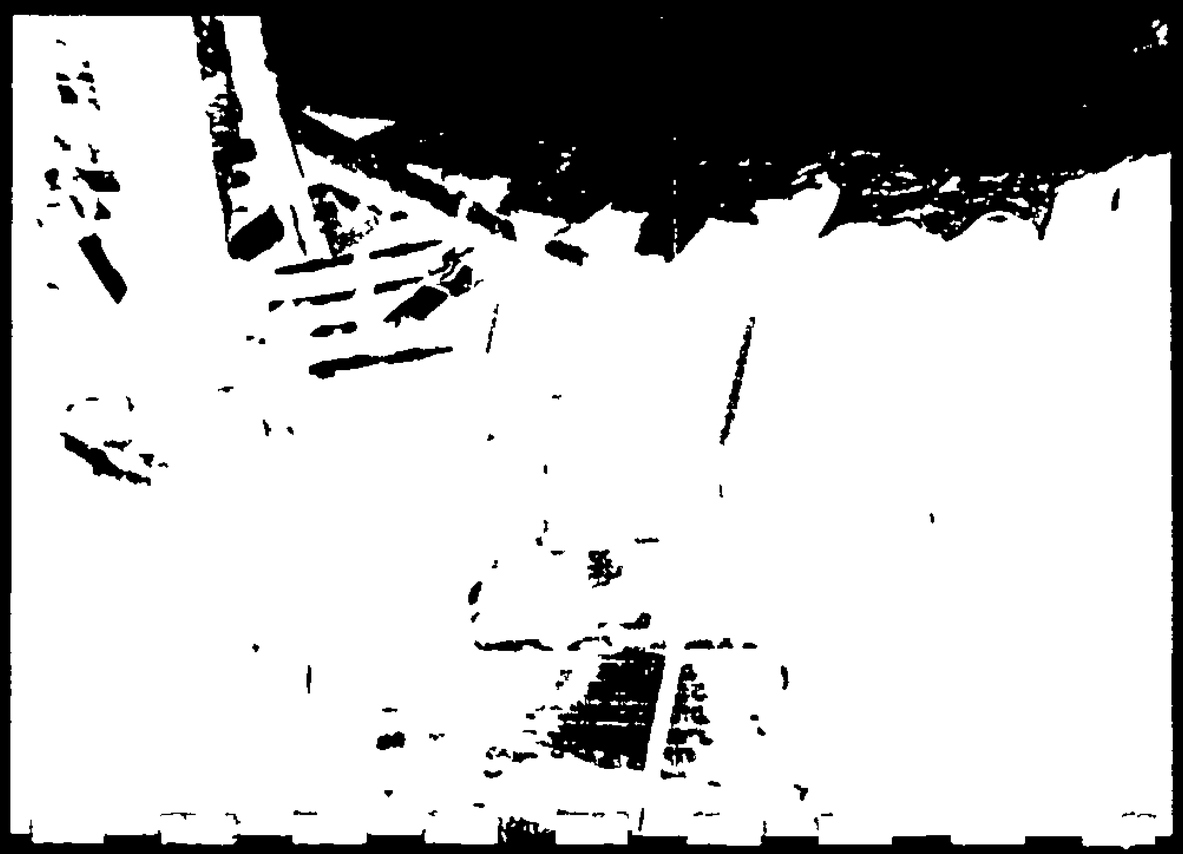
_____
BRENDA FREEZE, CITY CLERK




3405 Rizzelles Ferry Road
065-122-11

3405 Rozzelles Ferry Road





CHARLOTTE

# Request for Council Action

October 12, 1992

*To the City Council from the City Manager*

*Action Requested*
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 1605 North McDowell Street. (Belmont Neighborhood)

*Responsible Department*
Community Development

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

What is Council being asked to approve?
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 1605 North McDowell Street owned by Richard S. Williams.

Why is the City doing this?
The dwelling was inspected February 7, 1990 as a result of a field observation in a Concentrated Code Enforcement area and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by September 1, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $19,420 is 212% of the $9,160 tax value of the structure; and, although the estimated cost of $32,714 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $17,300 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 812 square feet.

What are Council's options?
N/A

How much will this cost?
The estimated cost to demolish this structure is $3,000. Funds for the demolition of 1605 North McDowell Street are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 1605 North McDowell Street.

## BACKGROUND

- Property Address: 1605 North McDowell Street
- Owner: Richard S. Williams
- Census Tract: #8
- Council District: #1
- Neighborhood: Belmont
- Date of Inspection: 2/7/90
- Owner Notified of Hearing: 2/12/90
- Hearing Held 3/8/90
- Owner Ordered to Repair Dwelling by: 5/8/90
- On 4/19/90 it was learned that the property had been sold.
- New Owner Notified of Hearing: 5/29/90
- Hearing Held: 6/14/90
- Owner Order to Repair Dwelling by: 9/7/90
- Extensions of time to complete the repairs were granted until 1/10/91.
- Until January 1991 approximately 60% of the repairs were made by the owner.
- Case was not followed up on; two inspectors assigned to this case left City employment - one in November 1991 and the other in May 1992.
- Due to extensive vandalism, a new inspection was made on 8/13/92.
- Owner Ordered to Demolish Dwelling by: 9/1/92
- Title search received in September 1992 revealed no parties in interest to the property.
- Structure Occupied: No
- Repairs include major structural, mechanical and plumbing.
- Feasibility to Save or Demolish Structure:

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $19,420 is 212% of the $9,160 tax value of the structure; and, although the estimated cost of $32,714 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $17,300 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 812 square feet.

EXHIBIT A

DATE 9-2-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 1605 N. McDowell ST Census # B

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ___
Demolition X

Effective Year
Structure Built 1921
Style TRAD
# Bedrooms 2
Sq. Ft. (House) 812
Civil Penalty yes
Amount 6110
Date 9-2-92

A. Current Tax Value of Structure $ 9160
B. Land Value $ 1500
SUB-TOTAL TAX VALUE $ 10660
C. Estimated Cost to In Rem Repair to Code Standards $ 19420
TOTAL $ 30,080

D. % of C divided by A 212%
< 65% of Value Yes ___ No X

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
House has been heavily vandalized

Name M Jenkins
Date Completed 9-2-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 9-3-92

1. Negotiated Acquisition or Tax Value $ 10,660 00
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) $ 21,924.00
   812 sq.ft. x $27.00 per sq.ft.
3. Delinquent Taxes (if any) $ 130.49
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 32,714 49

Outstanding Loans/Liens -

TOTAL $

Is Total > $50,000 Yes ____ No ✓

III. Amount of Civil Penalties $ 6190

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | ____ | ✓ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | ____ | ✓ |
| 3. Demolish | ✓ | ____ |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name C Wallace
Date Completed 9-11-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ✓

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
NONE

4. Explain Proposed External Sale of House
NONE. Owner does not want to sell property.

D. Comments
Property is within Community developments acquisition price to attempt to acquire from owner, but owner does not want to sell and is not a friendly negotiator

Name Cwallace
Date Completed 9-11-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline ___

Signature 9-14-92

Director's Comment/Concerns:

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 1605 N. MCDOWELL STREET PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF RICHARD S. WILLIAMS, RESIDING AT 4314 FREEDOM DRIVE, CHARLOTTE, NORTH CAROLINA, 28208.

WHEREAS, the dwelling located at 1605 N. McDowell Street in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by hand delivery on June 1, 1990 and August 18, 1992:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located 1605 N. McDowell Street in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

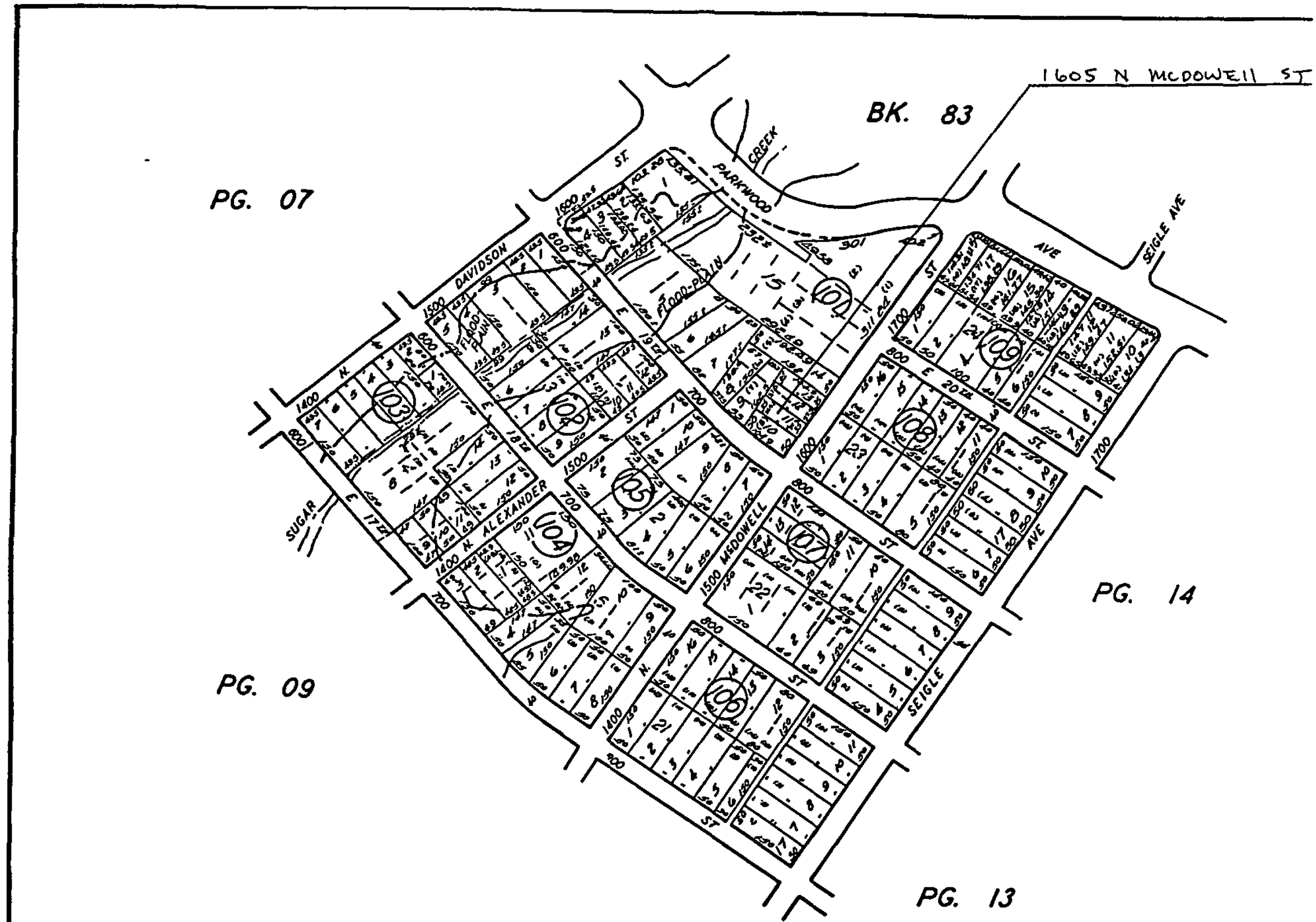
APPROVED AS TO FORM:

Henry W. Underhill Jr.
CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

_____
BRENDA FREEZE, CITY CLERK

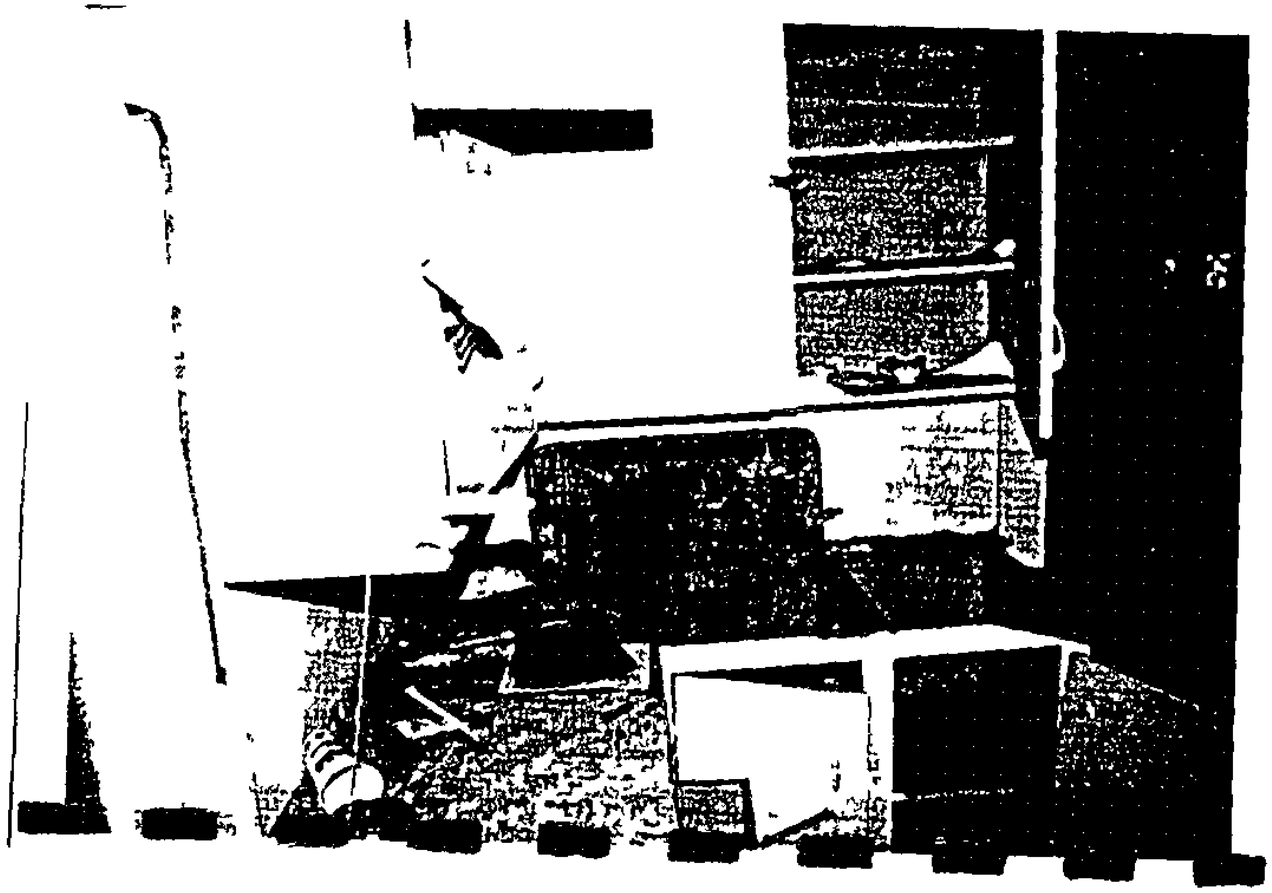


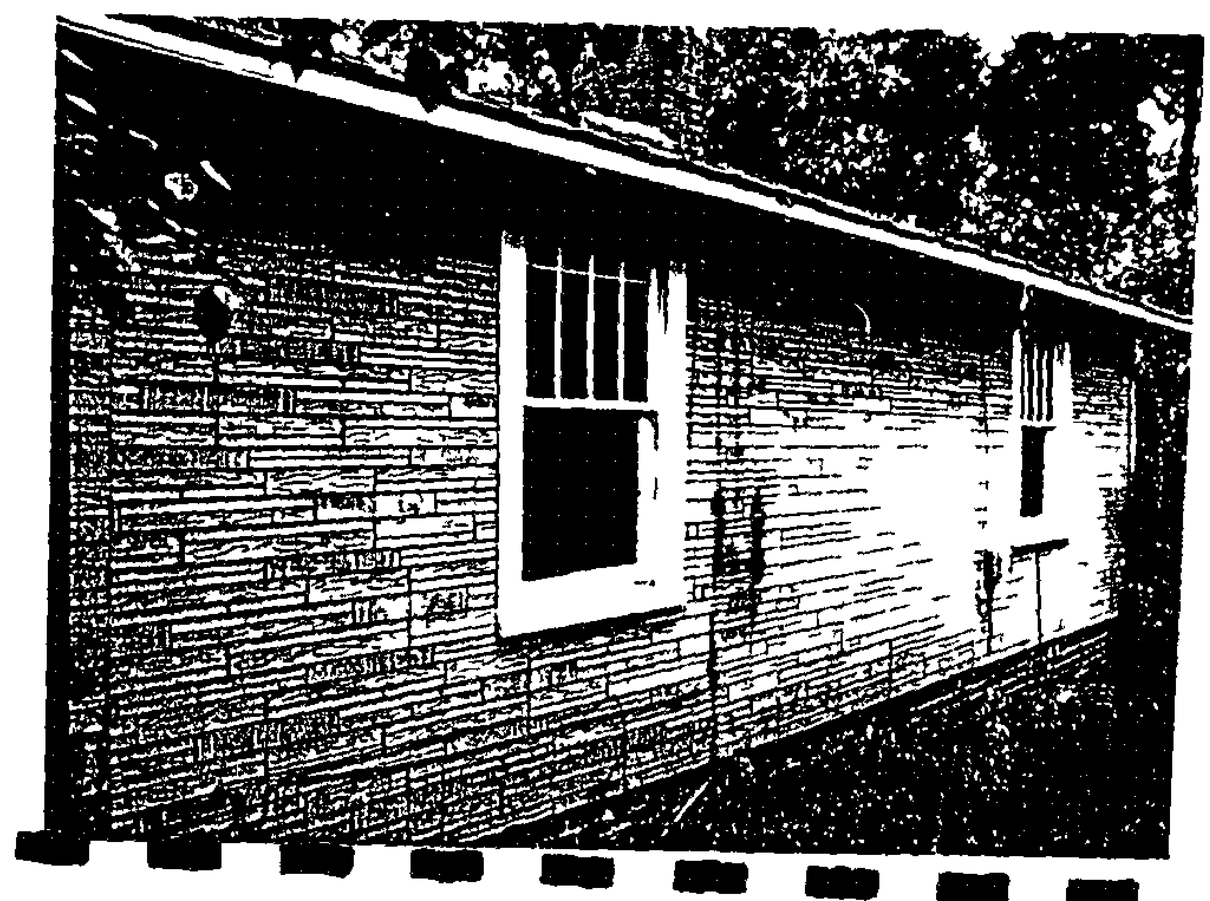

1138

TAX LINE MAP
MECKLENBURG COUNTY
REVISED 8 31 90

FOR TAX PURPOSES ONLY

1605 N McDowell ST 8-13 92





CHARLOTTE

# Request for Council Action

October 12, 1992

*To the City Council from the City Manager*

*Action Requested* **Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 900 Reliance Street. (Thomasboro Neighborhood)**

*Responsible Department* **Community Development**

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

**What is Council being asked to approve?**
Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 900 Reliance Street owned by Robert F. Catoe and wife, Betty O. Cateo.

**Why is the City doing this?**
The dwelling was inspected August 8, 1991 as a result of a complaint from a public agency and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by January 15, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $6,410 is 83% of the $7,690 tax value of the structure; and, although the estimated cost of $36,691 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $13,400 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 864 square feet.

**What are Council's options?**
N/A

How much will this cost?
The estimated cost to demolish this structure is $3,000. Funds for the demolition of 900 Reliance Street are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 900 Reliance Street.

## BACKGROUND

- Property Address: 900 Reliance Street
- Owner: Robert F. Catoe and wife, Betty O. Catoe
- Census Tract: #43.02
- Council District: #2
- Neighborhood: Thomasboro
- Date of Inspection: 8/9/91
- Owner Notified of Hearing: 8/16/91 (mail returned unclaimed)
- Complaint and Notice of Hearing advertised in the Mecklenburg Times on 9/24/91.
- Hearing Held 10/24/91
- Findings of Fact and Order advertised in the Mecklenburg Times on 11/15/91.
- Owner Ordered to Demolish Dwelling by: 12/15/91
- Title search received in April 1992 revealed no parties in interest to the property.
- Since the inspection was made, the structure has received heavy fire damage.
- Structure Occupied: No
- Repairs include major structural, mechanical, electrical and plumbing.
- Feasibility to Save or Demolish Structure:

  As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $6,410 is 83% of the $7,690 tax value of the structure; and, although the estimated cost of $36,691 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $13,400 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 864 square feet.

EXHIBIT A

DATE 4-20-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 900 Reliance Street (063-075-23) Census # 43.02

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

| | |
|---|---|
| Effective Year | |
| Structure Built | 1930 |
| Style | ~~Ranch~~ Traditional |
| # Bedrooms | 2 |
| Sq. Ft. (House) | 864 |
| Civil Penalty | ✓ |
| Amount | $ 1,060 |
| Date | 4-20-92 |

| | | |
|---|---|---|
| A. | Current Tax Value of Structure | $ 7690 |
| B. | Land Value | $ 5500 |
| | SUB-TOTAL TAX VALUE | $ 13,190 |
| C. | Estimated Cost to In Rem Repair to Code Standards | $ 6410 |
| | TOTAL | $ 19,600 |

D. % of C divided by A 83 %
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns

Name M. D. Miller
Date Completed 4-20-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 5-22-92

1. Negotiated Acquisition or Tax Value $ 13,190.00
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) 864 sq.ft. x $27.00 per sq.ft. $ 23,328.00
3. Delinquent Taxes (if any) $ 172.65
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 36,690.65

Outstanding Loans/Liens - 0

TOTAL $ 36,690.65

Is Total > $50,000 Yes ____ No ✓

III. Amount of Civil Penalties $ 2420

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | ____ | ✓ |
| If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate. | | |
| 2. In Rem Repair | ____ | ✓ |
| 3. Demolish | ✓ | ____ |

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name CWallace
Date Completed 9-3-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally ____ ✓

2. Retain for Use Internally ____ ✓

3. Explain Proposed Internal Use of House
NONE.

4. Explain Proposed External Sale of House
Property referred to Charlotte Mecklenburg Housing Partnership (CMHP) but they are not interested in acquiring property.

D. Comments
on 8-24-92 talked with owner, Robert Catoe. As Mr. Catoe is in divorce and bankruptcy proceedings, he states that legally he cannot make any decisions related to property. Reportedly, bankruptcy trustee is Keith R. Johnson.

Name C. Wallace
Date Completed 9-3-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline ____

Signature 9-8-92

Director's Comment/Concerns:

Renovation

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 900 RELIANCE STREET PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF ROBERT F. CATOE & BETTY O. CATOE, RESIDING AT 1940 OAKDALE ROAD, CHARLOTTE, NORTH CAROLINA, 28216.

WHEREAS, the dwelling located at 900 Reliance Street in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on September 12, 1991 and December 6, 1991:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 900 Reliance Street in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

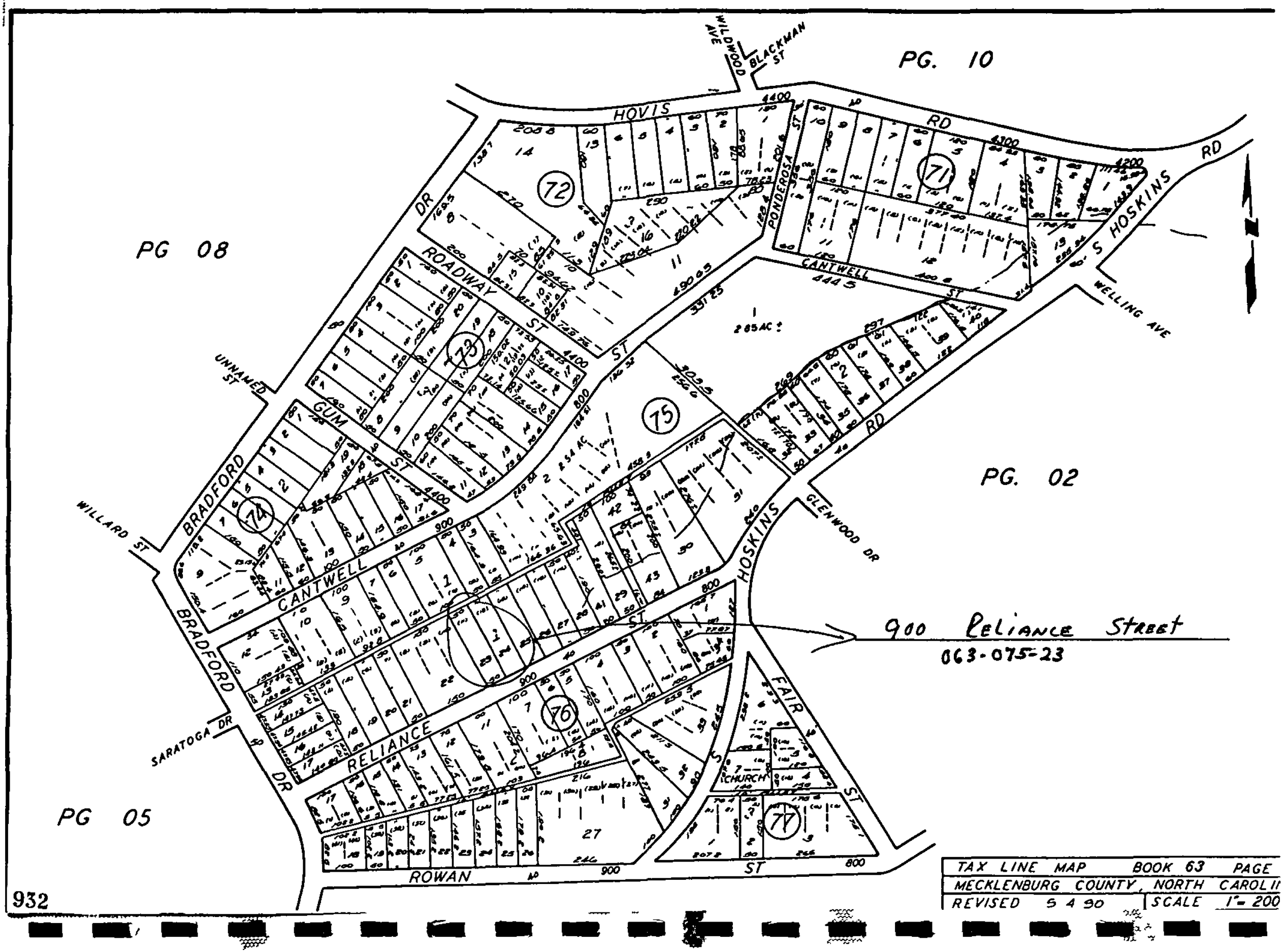
APPROVED AS TO FORM:

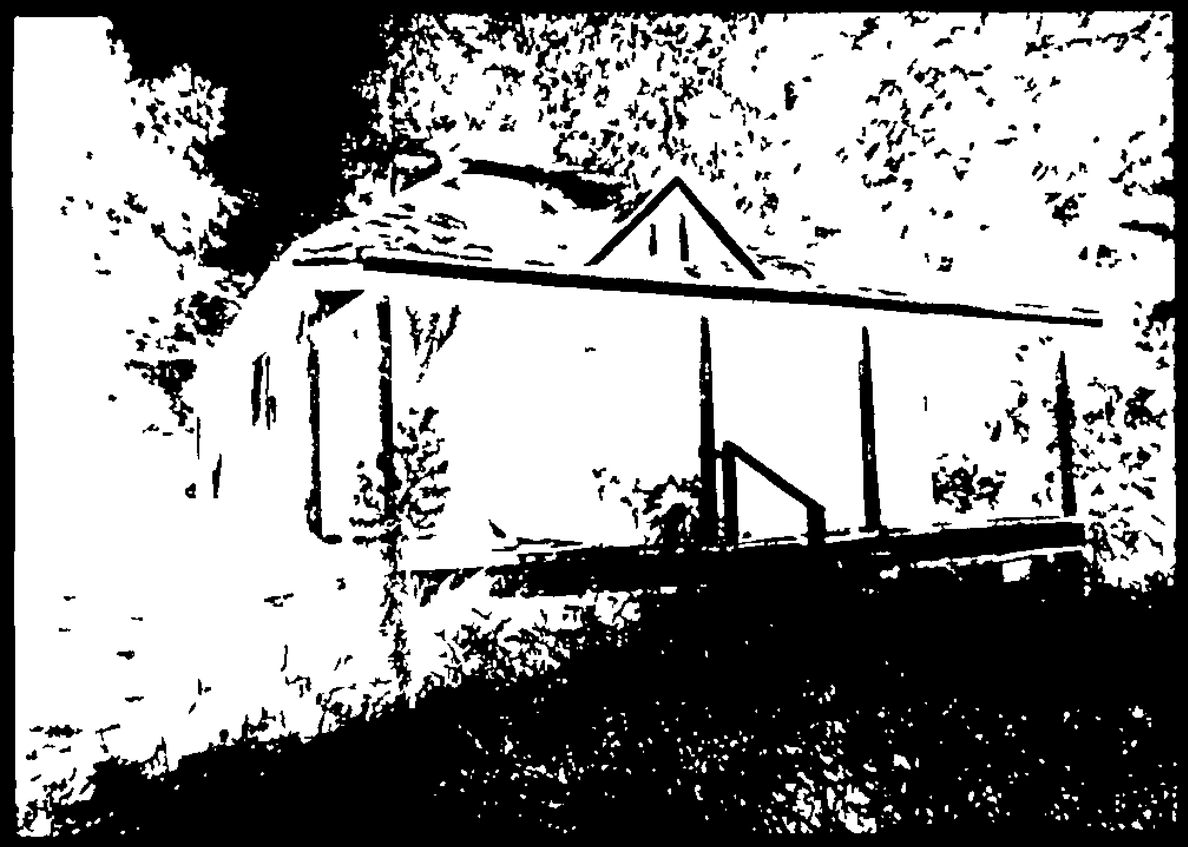
Henry W. Underhill Jr.
CITY ATTORNEY

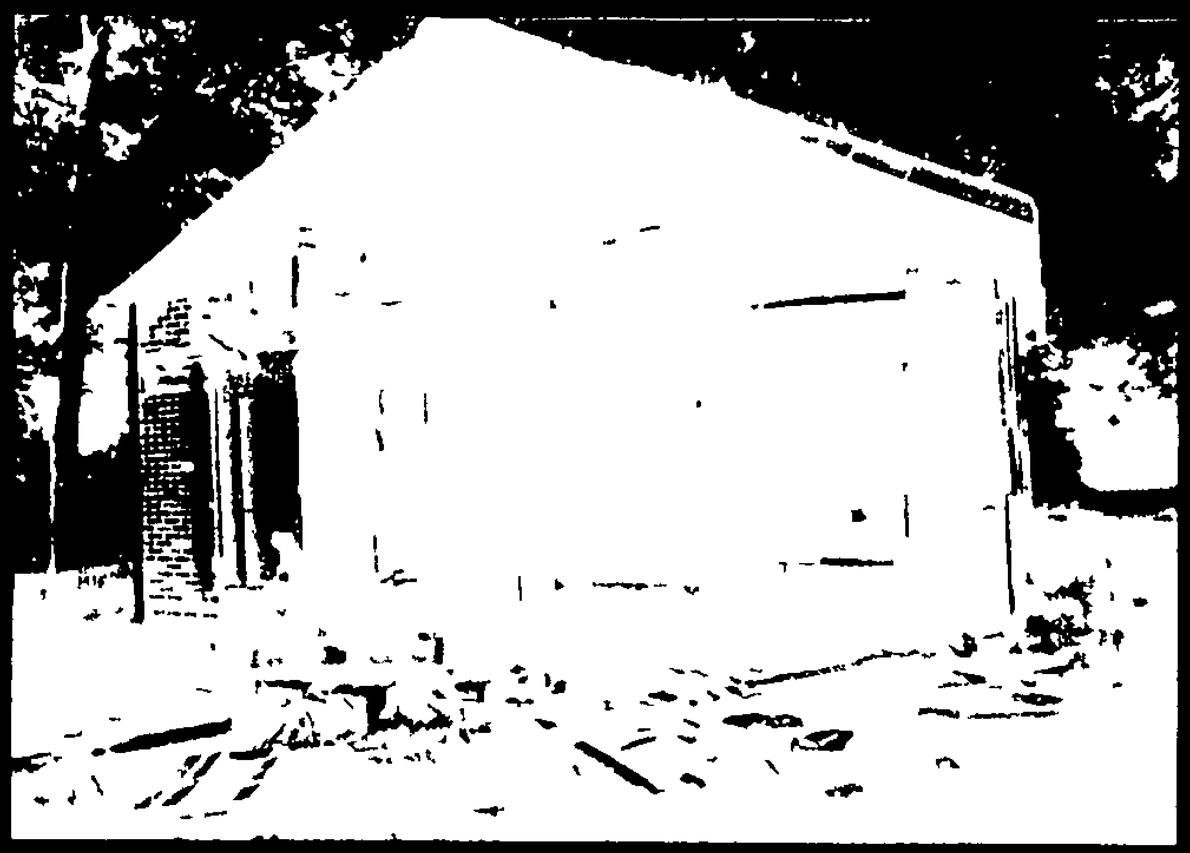
I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

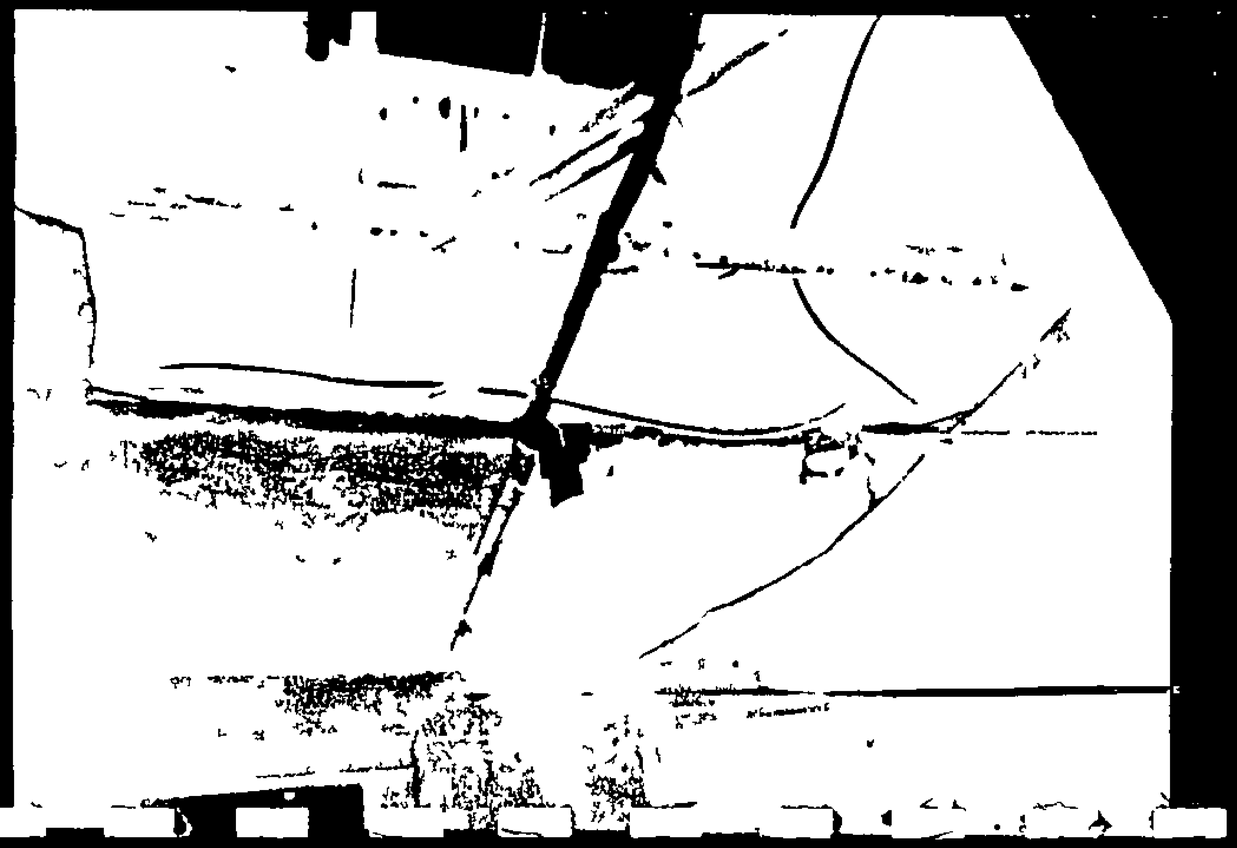
_____
BRENDA FREEZE, CITY CLERK


PG. 10
PG. 02
PG 08
PG 05
WILDWOOD AVE
BLACKMAN ST
HOVIS RD
PONDEROSA DR
CANTWELL ST
S HOSKINS RD
WELLING AVE
ROADWAY ST
UNNAMED ST
GUM ST
BRADFORD DR
WILLARD ST
CANTWELL ST
HOSKINS RD
GLENWOOD DR
RELIANCE ST
SARATOGA DR
FAIR ST
CHURCH
ROWAN ST
900 Reliance Street
063-075-23
TAX LINE MAP BOOK 63 PAGE
MECKLENBURG COUNTY, NORTH CAROLI
REVISED 5 4 90
SCALE 1" = 200





900 Reliance Street



CHARLOTTE

# Request for Council Action

**October 12, 1992**

*To the City Council from the City Manager*

*Action Requested* **Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 220 Carothers Street. (Hoskins Neighborhood)**

*Responsible Department* **Community Development**

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

**What is Council being asked to approve?**
**Adopt an Ordinance authorizing the use of In Rem Remedy to demolish and remove the dwelling located at 220 Carothers Street owned by Edward Lewis McCullough Estate.**

**Why is the City doing this?**
**The dwelling was inspected January 2, 1992 as a result of a field observation in a Concentrated Code Enforcement area and was found to be in violation of the Housing Code. The owner was ordered to demolish the structure since the estimated cost to repair the structure is more than 65% of the estimated value. The owner did not comply with the Order to demolish the structure by April 26, 1992; therefore, City Council is being asked to adopt an ordinance to use the In Rem Remedy to demolish the structure.**

**As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $12,250 is 118% of the $10,410 tax value of the structure; and, although the estimated cost of $38,530 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $11,500 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 764 square feet.**

**What are Council's options?**
**N/A**

How much will this cost?
The estimated cost to demolish this structure is $3,000. Funds for the demolition of 220 Carothers Street are available in the General Fund-In Rem Account. A lien will be placed against the property for the cost incurred.

What is citizen input on this issue?
The owner will be notified of this In Rem action being presented to City Council on October 12, 1992.

Background:
See Attachment

Clearances:
Community Development Department

Bibliography:
Housing Code of the City of Charlotte as amended, case file on 220 Carothers Street.

## BACKGROUND

- Property Address: 220 Carothers Street
- Owner: Edward Lewis McCullough Estate
- Census Tract: #44.00
- Council District: #2
- Neighborhood: Hoskins
- Date of Inspection: 1/2/92
- Owner Notified of Hearing: 2/26/92
- Hearing Held 3/16/92
- Owner Ordered to Demolish Dwelling by: 4/26/92
- Title search received in February 1992 revealed all parties in interest to the Estate.
- Complaint and Notice of Hearing and Findings of Fact and Order were advertised in the Mecklenburg Times because no address was available for two parties in interest to the property.
- Structure Occupied: No
- Repairs include major structural, mechanical and plumbing.
- Feasibility to Save or Demolish Structure:

As part of the Acquisition/Disposition Program (ADP), an analysis has been performed by CD staff (see Exhibit A). It has been determined it is not feasible to preserve this structure. In this case, demolition is being recommended because the estimated In Rem Repair cost of $12,250 is 118% of the $10,410 tax value of the structure; and, although the estimated cost of $38,530 to acquire and rehabilitate the structure is below the City replacement cost average, for an additional $11,500 a new house could be constructed with a new 50-year economic life. Also, this structure contains only 764 square feet.

EXHIBIT A

DATE 8-14-92

NEIGHBORHOOD DEVELOPMENT DIVISION
ACQUISITION/DISPOSITION PROGRAM EVALUATION GUIDE
ADP ANALYSIS

ADDRESS 220 Carothers Street Census # 44.00

I. CODE ENFORCEMENT COST REVIEW (to be completed by HRS II)

Code Order: In Rem Repair ____
Demolition ✓

Effective Year
Structure Built 1940
Style Traditional
# Bedrooms 2
Sq. Ft. (House) 678 +86 aux sq. ft.
Civil Penalty None
Amount
Date

A. Current Tax Value of Structure $ 10,410
B. Land Value $ 7,280
SUB-TOTAL TAX VALUE $ 17,690
C. Estimated Cost to In Rem Repair to Code Standards $ 12,250
TOTAL $ 29,940

D. % of C divided by A 118 %
< 65% of Value Yes ____ No ✓

E. Once HRS II completes above, forward to NDS.

F. Comments/Mitigative Concerns
There are civil penalties due because property was listed as owner/occupant. The house has been vacant for a long time since the owner died.

Name M. D. Miller
Date Completed 8-14-92

II. Estimate of Cost to Acquire & Rehabilitate Property

Information received from HRS II Date 8-17-92

1. Negotiated Acquisition or Tax Value $ 17,690.00
2. Rehabilitation (Substantial) (based on average cost of CD rehabilitation x sq.ft. in house) 764 sq.ft. x $27.00 per sq.ft. $ 20,628 00
3. Delinquent Taxes (if any) $ 211 57
4. Outstanding Loans/Liens (if any) $ -0-

Sub-Total $ 38,529.57

Outstanding Loans/Liens -

TOTAL $

Is Total > $50,000 Yes ____ No ✓

III. Amount of Civil Penalties $ -0-

IV. Course of Action

A. Proposed recommendation(s) (to be completed by NDS)

| | Yes | No |
|---|---|---|
| 1. Acquire | | ✓ |
| 2. In Rem Repair | | ✓ |
| 3. Demolish | ✓ | |

If checked yes, forward to Rehabilitation Chief for work write-up and cost estimate.

If either #2 or #3 is checked yes, return to appropriate HRS II.

If either #2 or #3 is checked yes, the process is completed unless we are interested in acquiring the land. If we are interested in acquiring the land, the two processes (code and acquisition) simultaneously continue.

Name CWallace
Date Completed 9-9-92

B. Proposed Use (to be completed by NDS)

1. Sell to Interested Purchaser Externally _____ ✓

2. Retain for Use Internally _____ ✓

3. Explain Proposed Internal Use of House
NONE.

4. Explain Proposed External Sale of House
NONE. Structure is too small and property is zoned I2; therefore not a suitable location for residential housing.

D. Comments
Administrator of Estate, Frank Schumacher, transferred to 21 heirs ownership of property on 2-7-92.

Name CWallace
Date Completed 9-9-92

V. Rehabilitation Feasibility/New Construction

A. Rehabilitation Chief advises NDS of cost to rehabilitate house. (to be completed by Rehabilitation Chief)

1. Cost to Rehabilitate $_____
2. Negotiated Acquisition $_____
3. Delinquent Taxes (if any) $_____
4. Outstanding Loans/Liens (if any) $_____

TOTAL $_____

Is it feasible to rehabilitate? Yes _____ No _____
If yes, complete the following section.

B. Cost to Replace Vs. Cost to Preserve (to be completed by NDS)

Replacement Value: sq. ft. of structure x replacement cost per sq.ft. (based on average cost of CD new construction)

_____ sq. ft. x $_____ $_____

Plus Land Value $_____

TOTAL $_____

Is it feasible to rehabilitate vs. replacement house cost?

Yes _____ No _____

Name _____

Date Completed _____

If yes, NDS notifies the HRS II and the code enforcement process stops.

If no, the acquisition process stops and the code enforcement process is completed.

VI. Community Development Director Approval ✓ Decline _____

Signature

Director's Comment/Concerns:

ORDINANCE NO. _____

AN ORDINANCE ORDERING THE DEMOLITION AND REMOVAL OF THE DWELLING AT 220 CAROTHERS STREET PURSUANT TO THE HOUSING CODE OF THE CITY OF CHARLOTTE AND ARTICLE 19, PART 6, CHAPTER 160A OF THE GENERAL STATUTES OF NORTH CAROLINA, SAID BUILDING BEING THE PROPERTY OF EDWARD LEWIS MCCULLOUGH ESTATE, RESIDING AT 232 CAROTHERS STREET, CHARLOTTE, NORTH CAROLINA, 28216.

WHEREAS, the dwelling located at 220 Carothers Street in the City of Charlotte has been found by the Director of the Community Development Department to be unfit for human habitation and the owners thereof have been ordered to vacate and demolish said dwelling pursuant to the Housing Code of the City of Charlotte and Article 19, Part 6, Chapter 160A of the General Statutes of North Carolina; and

WHEREAS, the owners have failed to comply with said order served by registered mail on February 26, 1992 and March 16, 1992:

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, that the Director of the Community Development Department is hereby ordered to cause the dwelling located at 220 Carothers Street in the City of Charlotte to be vacated, and to be demolished and removed, all in accordance with the Housing Code of the City of Charlotte and Article 19, Chapter 160A of the General Statutes of North Carolina.

APPROVED AS TO FORM:

CITY ATTORNEY

I, BRENDA FREEZE, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of Charlotte, North Carolina, in regular session convened on the _____ day of _____, 19 ____, the reference having been made in Minute Book _____ and recorded in full in Ordinance Book _____, at Page(s) _____.

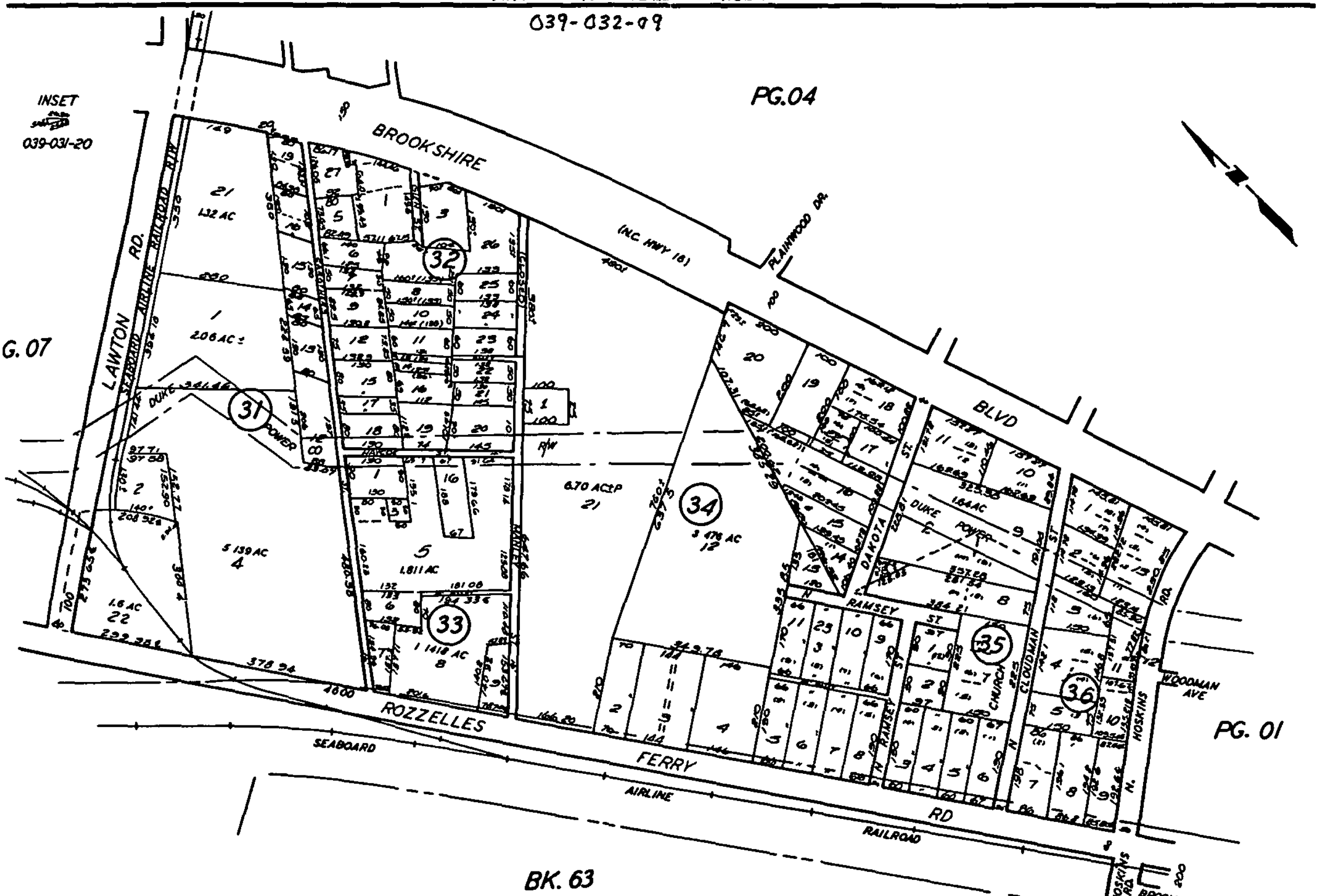
Witness my hand and the corporate seal of the City of Charlotte, North Carolina, this the _____ day of _____, 19 _____.

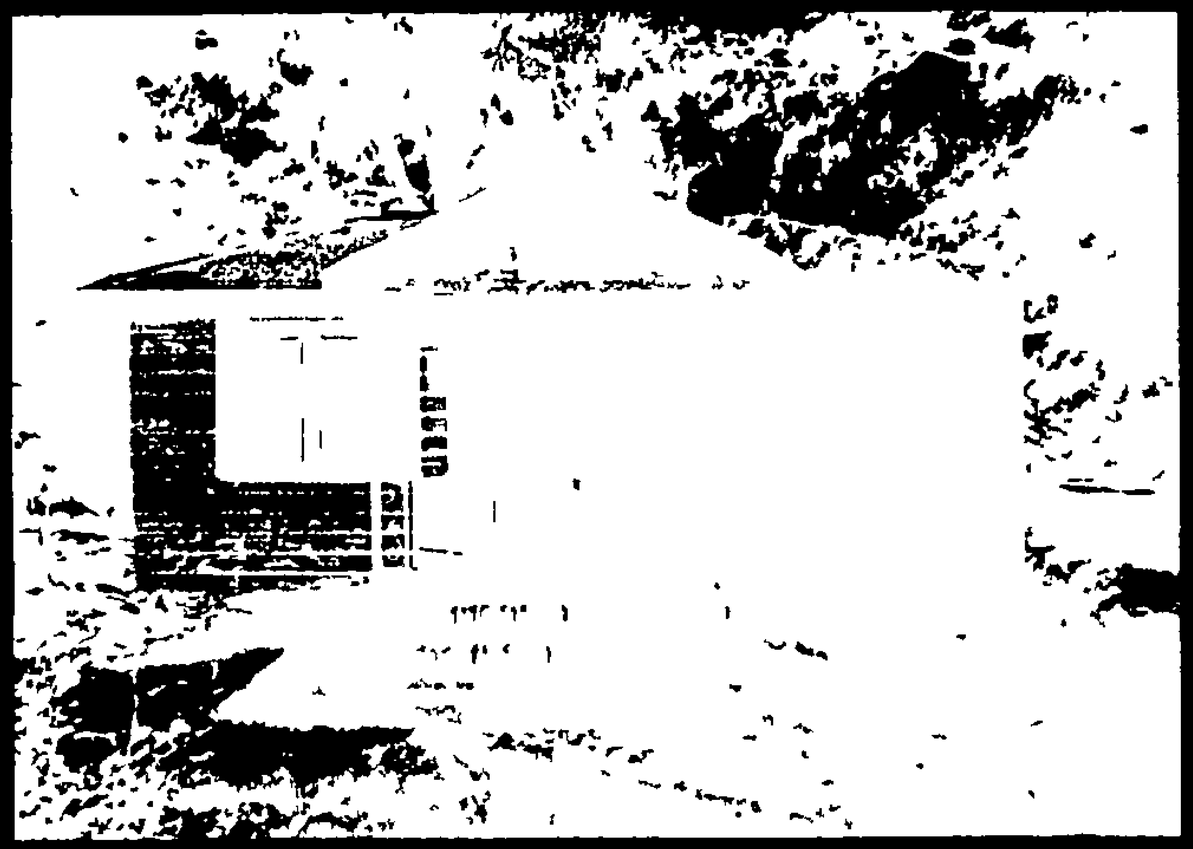
_____

BRENDA FREEZE, CITY CLERK

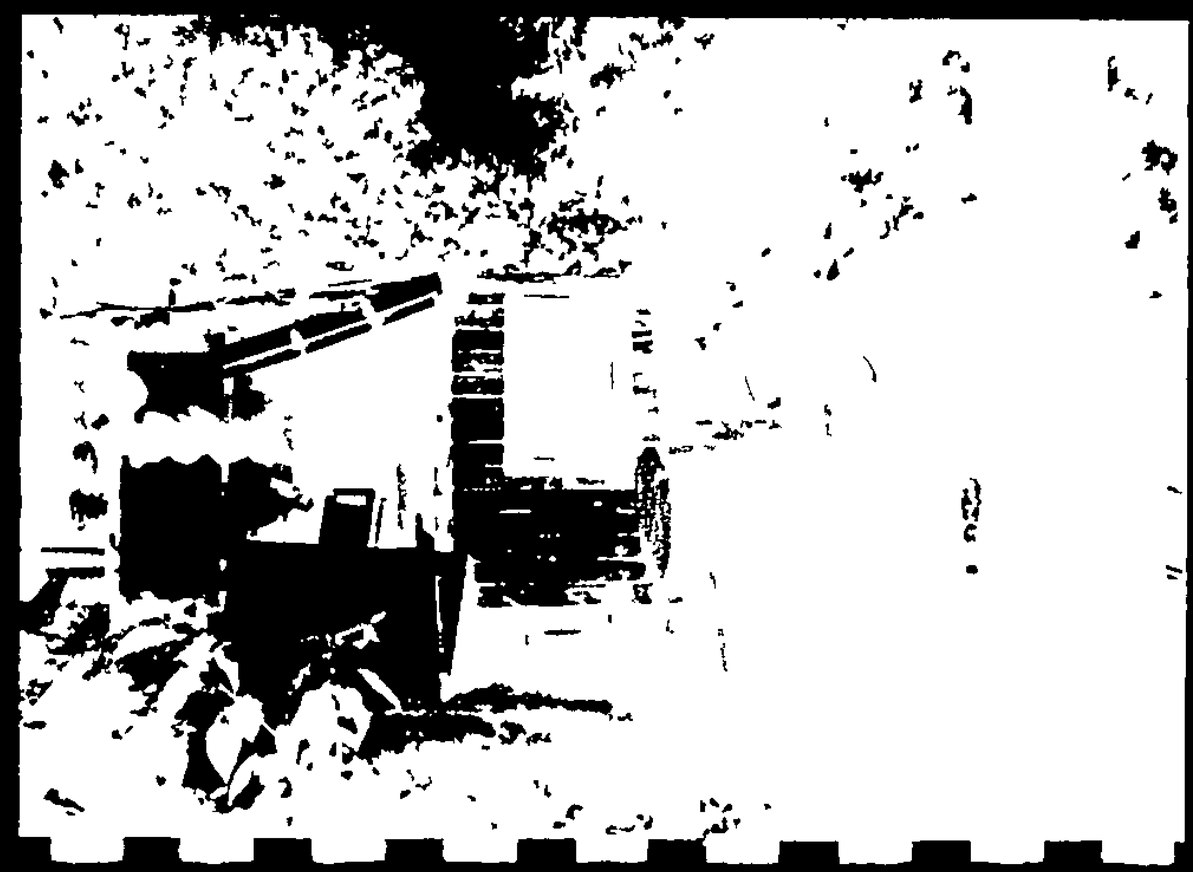
220 Carothers Street

039-032-09





220 Carothers Street



## BACKGROUND

- The City Within a City Loan/Equity Pool Program will allow the participating banks, in partnership with the City, to make marginal loans that would not have been made without the use of the public/private venture funds being provided by the City.

- Loans are to be made to individuals earning 80% or less of the median income for Charlotte or to companies or persons that will employ individuals within the "City Within a City" boundary earning 80% or less of the median income for Charlotte.

- The minimum loan amount will be $15,000, and one job is to be created for each $10,000 in City funds loaned. If the $1,380,000 of City funds is committed, at a minimum 138 jobs will be created. At minimum wage of $4.25 per hour, these 138 jobs will create an annual payroll of $1,219,920.

- Each bank will have its committed funds available to be used in conjunction with the City funds to make loans to eligible borrowers. The bank loans will be made to targeted borrowers for new businesses or the expansion of existing businesses. All loans are made with 80% bank contribution and 20% City contribution (with City funds being subordinated to bank debt).

- This program is an innovative approach to providing loans for targeted areas in that marginal loans that the banks might not have made will be approved by the banks (with the use of City funds as quasi-equity).

- There are risks involved in this program since the City funds are subordinated to the bank funds, and the City funds would be written off before the bank funds. However, risk is somewhat mitigated in that the bank will not use relaxed approval guidelines but will utilize their standard underwriting criteria when approving loan, thereby assuring high quality loans are approved.

Dinner Briefing | 10/12/92

Mayor ✓
Campbell
Clodfelter ✓
Hammond ✓
McCrory ✓
Majeed ✓
Mangum ✓
Martin ✓
Patterson
Reid ✓
Scarborough ✓
Wheeler ✓

5:40

Vinroot
Hammond
Vinroot - no issue
Martin - appears 100%
Hammond - simple majority + veto power
Mayor
Hammond
Mayor - spheres of influence
Hammond

Clodfelter

Mazer

Bob Presley

Mazer

Hammond

Presley

Hammond

Mazer

Clodfelter extra territorial zoning jurisdiction

Marpum

Mazer

Hammond practical difference

Mazer

Hammond

Mazer

Marpum

Mazer

Clodfelter

Mazer

Scarborough

Mazer

Scar

Mazer

Mangum
Scar
Mangum
Mayor
Majed
Mayor
Clod
Mayor
Scar
McCoy
Scar
Mayor
McCoy
Mangum
Wheeler
Mayor
Mangum
Mayor
Clod with local agreement
Henry U.
Clod
Freeze
Clod
Mayor BW - DRACONIAN

Freeze
Reid
Mayor
Reid
Mayor
McCrory
Mayor
Martin
Wheeler
Mayor
McCrory
Mayor
Freeze
White
Mayor
Freeze
Mayor
Martin
Mayor
Clodfelter
Reid
mayor
Reid
Mayor
Clod - stormwater resolution
task force

Vinroot

Martin

Vinroot

Clodfelter

Majeed

Vinroot

Martin

Vinroot

Scarborough

Put on next agenda -
Wendell's raise vs. what
City Employees got

Mangum

Vinroot -

Clodfelter -

Hammond - Be fair to our
employees next year.

Mangum - Tired of Wendell getting
beat up all the time -

Clodfelter

Vinroot

Scarborough - Revisit Longevity

Mangum - Colony Rd. needs to be 4 lanes

Linnot
Mangum -

Adjourn 6:30 p.m.

10-12-92

Mayor ✓
Campbell ✓
Cloddfelter ✓
Hammond ✓
McCarty ✓
Mazzad ✓
Morgan ✓
Martin ✓
Patterson Absent
Reid ✓
Scarborough ✓
Wheeler ✓

6:35

Mayor
Rev. Fonshee
Mayor - cert. of cate to Edd, a West
John Spegal
Jacque & Alice Kibler
Mayor
Jack Copeland
Mayor
Dr. Barry Miller
Mayor

Non Piero - Police Dept.

Mayor

Scar

Non Pierce

Mayor

Martin

White

Mayor

David Holland - Police Benevolent Assoc.

Mayor

Scar

Mayor

~~Larry Gooder~~ Wasn't there

Harry White -

Mayor

white

Clod

White TECHNI-LUBE Fuel Conditioner

Reid

White

Mayor

Don Seaman (Jerk!)

Mayor

Seaman

John Jennings

Mayor

Majeed

Mayor

Majeed

Mayor

R. P. Majors

Mayor

Hoke Nash

Mayor

Rose Crofton

Mayor

Wheeler

White

Mayor

Skipper Beatty

Mayor

Majeed - Branwood Elementary

Mayor

Scar - Put back

Mayor -

Vote / Motion - approve minutes

Unanimous

Mayor - announcements

Mayor
Hammond – Clarification from Kurr
Underhill
Mayor
Mangum
Mayor – Vote to put OWU's salary back on agenda
NO – Turn – Dan Pat – AND
Hogle – Linroot
Mayor
H 2 Public Hearing
Dick Block
Mayor
Martin
Dick Block
Mayor
Mary / Alice
Union.
Mayor poll 21 D + 22
Reid
Mayor Poll 29, A
Ann Clobfetter
Mayor – 21 D – no 21 E
Hammond,
Mayor Change to 21
Mayor 21 D + E
Clerk –

21 P & E - No Speaker

Tom Wheeler

21 D+E more approval Morgan / Wheeler + Ellman, mous

22 - Mazor

Lee Rea

Mazor

Rea

Mazor

Hammond / Morgan - Debe # 22

Mazor

Morgan

White

Wh

Mazor.

Lee

Mazor

Union mous

29 A

Mazor

Reid

Borgsdorf

mve - Tom / Wh

Union

#4 -

Mazor

Dick Black

Mayor
Reid
Black
Reid
Mayor
Scar
Mayor
Hamm/who approval final reports
#5 Urban
Mayor
Martin - motion
Mayor
Martin - 2nd
Scar - Sub motion
Clod - 2nd w/ clarifying amendments
Mayor -
Clod - 2 other suggestions
Mayor
RN Pressley that will be fine
Clod
RNP - does not apply to secondary Rds
Clod
Mayor

| | |
|---|---|
| Mangum - show | original corporation on |
| Clodfelter | |
| Mayor | |
| Campbell | |
| Mayor | |
| Hammond | |
| Mayor | |
| Wheeler | |
| Mayor | |
| Majeed | |
| Mayor | |
| Clodfelter | |
| Mayor | (Ella left - 8:00 P.M.; |
| Reid | Tape 2 " " " |
| Mayor | |
| Campbell | |
| Hammond | no conflict of interest |
| Mayor | |
| Hammond | |
| Vanderhill | |
| Mayor | |
| Mangum | |
| McCrary | |
| Mayor | |

McCrory

Mayor -

Mangum

Mayor - Vote sub. motion option 1 (3) FOR ELLA - ANN - DAN

VOTE 10-2 opt. on - All yes but Clodfelter

No - Dan

Mayor

# 6 -

Wh/ motion - Ella. Second

Mayor

Reid

Boyd Cauble

Reid

Cauble

Mayor

Martin

Wheeler

Mayor

Clod projected budget revenue

Cauble $35,000

Clod 9% ?

Cauble 17%

RNP Dual is 40%

Mangum

White half a million

Mayor

Campbell

Mayor

Clerk

R N Pressley - Gone #2 one way

Mayor

Reid

Pressley

Reid

Pressley

Mayor

Wheeler $55,500 independently passed

Mayor - rail express ord. a

McCrary

unanimous vote

Mayor

#7

Campbell omar from Council here?

Mr Schumacher

Campbell

McCrary

Campbell

Schumacher

Campbell who pays?
Schumacher
Campbell wants broken out of vote
Mayor
Campbell
Mayor
Hammond
Schumacher
Campbell
Schumacher
Campbell
McCarey
Mayor
Mangum
Mayor
Cloud
Camp
Cloud
Camp
Cloud
Mayor
Reid
Mayor
McCarey

Clerk

Move 7-A - AND

Tom Second

Clerk - ask for Mod. of Cat. ons →

Mayor (Ella Ross gone)

vote to approve RES. - Put on 8 - 1 : PUO Compatible

Tom / Clerk to rescind Sept 8 res.

Union.

Ann Hamm / Wheeler after 7B

Union.

#8

Mayor

Hazen Martin

Mott / Campbell

Clodfelter

Martin

Wheeler

Mayor

Union

#9

Mayor

Hamm / Reid

Union

Amend
to ask the County to notify their
resolution so that the appointments
be jointly shared equally with the
City and County but that the
final composition be worked out
as part of the working Committee

| | |
|---|---|
| #10 | |
| Mayer | |
| Mongum / Wheeler | Unan. |
| Reid | |
| Borgschatz | |
| Reid | |
| White | |
| #11 | |
| Mayer | |
| Campbell | |
| Julie Bunch | |
| Clod | |
| Bunch | |
| Campbell | |
| Bunch | |
| Campbell | |
| Clod sent to Committee | |
| Wheeler second | |
| White | |
| Mayer | |
| Martin | |
| Mayer | |
| Reid | |
| Mayer | |
| Mayer | |
| Mayer Unan. | |

Major
Clod
Mang / wke
Close
Major
Unan
# 13
Clod / mor
Unan
# 14
Major
Clod / wheeler
move 1 than 5
Morgan
Major
Clod
Major
Martin
Borgsdorf
Martin
Borgsdorf
8-15
Martin 15 are vacant
Borgsdorf
Martin

Boysdorf
Martin
Mayer
Majeed
Mayer
Reid
White
Reid
Boysdorf
Reid (Ella returned)
Boysdorf
Reid
Hammond 9:00 am
Mayer
McCrory qualified purchasers?
Jas Walton
McCrory
Jas Walton
McCrory
Walton
McCrory
Walton
McCrory
Walton
McCrory

Mc Crory

Mayor

Martin - frame houses 40 years old?

Jan

Martin

Mayor

Scar hopes for support

Campbell - 2 separate issues here

Mayor

Reid

Mc Crory

Mayor

Vote - NO - Reid + Campbell
8-2

#15

Matt Wise - Approval

Reid

Mayor

Unan

#16

Mayor

Mrs Ella Lynn 7590

Clerk - exclude interlocal agreements on Boards subject to

Reid

Reid - Sub motion -
Mayor -
Reid
Underhill - not germane to Main Motion
Reid
Mayor
Reid
Vote on Main motion -
Vernon -
Clark
Mayor
Reid -
Mayor
Clark
Reid
Mayor
Vote on Don Reid's motion to add to agenda -
Yes - 7
4 - Lynn Wheeler
Don Reid
Pat McNamee
Matt Ni
No - Others
#17
Tom / Sean
McNamee
Mayor
Sean

[redacted] — VOTE ON MOTION

#18

Mayor

Clerk / Lake — to nominate O'Brien

Scar — No minorities on the Board

Sub motion - Appoint Vincent James

or no one

Majeed - second

Clerk - Nobody wants to serve

Mayor

Scar

Clerk

Vote: Sub motion

Ellis + Nash

Others opposed

Upon on reg motion to

recommend O'Brien

Obj 9-10