

**Mayor Dan Clodfelter**

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

**Mayor Pro Tem Michael D. Barnes**

Patsy Kinsey  
Vi Lyles  
LaWana Mayfield  
Greg Phipps  
Kenny Smith

**CITY COUNCIL MEETING**  
**Tuesday, May 27, 2014**

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

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11	9	Fiscal Year 2015 Transit Operating Budget and Fiscal Years 2015-2019 Transit Community Investment Plan
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**CITY COUNCIL AGENDA**  
**Tuesday, May 27, 2014**

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## 5:00 P.M. DINNER BRIEFING, CH-14

### 1. Mayor and Council Consent Item Questions

**Resource(s):** Debra Campbell, City Manager's Office

**Time:** 5 minutes

**Synopsis**

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

### 2. CONNECT Our Future

**Resource(s):** Ann Wall, City Manager's Office  
Michael Johnson, Centralina Council of Governments Chairman & Statesville Mayor Pro Tempore  
Pat Riley, President & Chief Operating Officer, Allen Tate Realtors

**Time:** 20 minutes

**Synopsis**

- The Greater Charlotte region has been one of the fastest growing regions in the nation and is the only one without a regional growth plan.
- CONNECT Our Future is a partnership of businesses, non-profits, academic institutions, and local governments working together to create a framework for the region's future from the bottom up.
- The Centralina and Catawba Regional Councils of Government are leading the effort and are working closely with the local governments in the 14 counties bi-state region.
- The three year effort began in 2012 and has included over 250 events, workshops, forums, and small group discussions gaining community input from over 6,400 of the region's residents.
- CONNECT Our Future is using this input to develop a "Regional Growth Framework" that will provide a voluntary approach for achieving a shared regional vision, as well as tools and cutting-edge information to help solve problems and address challenges.

**Future Action**

The presentation is for information only.

### 3. Mecklenburg Livable Communities Plan

**Resource(s):** Heidi Pruess, Mecklenburg County  
Robert Phocas, Neighborhood & Business Services

**Time:** 20 minutes

#### Synopsis

- On May 13, 2013, the Charlotte City Council and the Mecklenburg County Board of County Commissioners approved the development of a collaborative community sustainability plan, the Mecklenburg Livable Communities Plan (Plan), to build upon the existing Quality of Life Study.
- The International City/County Municipal Association has been hired to develop a resident-led two phase Plan:
  - Phase I includes the development of a Mecklenburg Livable Communities Plan Vision and Guiding Principles
  - Phase II includes the establishment of strategies, identification of partners, and development of targeted and measureable outcomes
- The development of the Plan is led by an Oversight Committee comprised of the following members: Mecklenburg County, City of Charlotte, the towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville, and the Foundation for the Carolinas.
- The initiative includes a shared funding structure totaling \$300,000:
  - Mecklenburg County - \$125,000
  - City of Charlotte - \$125,000
  - Foundation for the Carolinas and The Knight Foundation - \$25,000/each
- The Mecklenburg Livable Communities Plan can be viewed online at:  
<http://charmeck.org/livablecommunities>

#### Future Action

The presentation is for information only

#### Attachment 1

[Mecklenburg Livable Communities Plan Vision and Guiding Principles](#)  
[CONNECT Our Future vs Mecklenburg Livable Communities Plan flyer](#)

#### 4. CityLYNX Gold Line Phase I – Road Closures

**Resource(s):** Jeb Blackwell, Engineering & Property Management  
 Tonia Wimberly, Engineering & Property Management

**Time:** 15 minutes

**Synopsis**

- Over the next several months, the CityLYNX Gold Line Phase 1 project schedule will begin with the installation of major and special pieces of track work for the project.
- The track work will be installed on Trade Street in the block between the Charlotte Transit Center and Brevard Street, in the Caldwell intersection, the Kings Drive intersection, and on Hawthorne Lane from the intersection of Fifth Street through the intersection of Elizabeth Avenue.
- The road closures are necessary in order to construct the project and meet the Gold Line Phase I schedule.
- The sequence of road closures will be as follows:

Date Schedule	Road Closures
May 27 – July 7	Trade Street between College and Brevard Streets
June 14 – August 1	Caldwell intersection (after the school year ends and pending re-establishment of bus access on Trade Street)
June 14 – August 1	Hawthorne Lane between Fifth Street and Elizabeth Avenue intersection
August 1 – September 5	Trade Street at the intersection of Kings Drive

- The project team has been developing the road closure schedule considering schedules for Charlotte Mecklenburg School System, Charlotte Transportation Center, and Time Warner Cable Arena.
- In addition, the project team received input from local businesses, Novant Presbyterian Medical Center, and Charlotte Center City Partners.

**Future Action**

The presentation is for information only.

#### 5. Answers to Mayor and Council Consent Item Questions

**Resource(s):** Debra Campbell, City Manager’s Office

**Time:** 10 minutes

**Synopsis**

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

## 6. Closed Session

**Action:** Adopt a motion pursuant to North Carolina GS 143-318.11(a)(5) to go into closed session to establish, or to instruct staff or negotiating agents concerning the position to be taken by or on behalf of the City Council in negotiating the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease.

## Introductions

## Invocation

## Pledge of Allegiance

## 6:30 P.M. CITIZENS' FORUM, MEETING CHAMBER

## CONSENT

- 7. Consent agenda items 16 through 38 may be considered in one motion except those items removed by a Council member. Items are removed by notifying the City Clerk.**

Consideration of Consent Items shall occur in the following order:

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



## PUBLIC HEARING

### 8. Public Hearings on Proposed Annexation Agreements with Weddington, Marvin, and Stallings

**Action:**

**A. Hold public hearings on the proposed Annexation Agreements between Charlotte and:**

- Weddington,
- Marvin, and
- Stallings, and

**B. Adopt ordinances approving the proposed Annexation Agreements.**

**Staff Resource(s):** Jonathan Wells, Planning Department  
Terrie Hagler-Gray, City Attorney's Office

#### Explanation

- Charlotte currently has Annexation Agreements with Weddington, Marvin, and Stallings that will expire July 1, 2014.
- The Agreements provide that Charlotte will not annex into Union County and that Weddington, Marvin, and Stallings will not annex into Mecklenburg County.
- The new Agreements will assist both the towns in Charlotte and the towns in Union County in more efficient planning efforts for growth and development in unincorporated areas in proximity to their municipal boundaries.
- State statutes require that each municipality planning to enter into an Annexation Agreement must first hold a public hearing.
- The public hearing was advertised in the Mecklenburg Times on Friday, May 16, 2014.

#### Proposed Annexation Agreements

- The proposed Annexation Agreements identify an area running along the Mecklenburg/Union County line from Pleasant Plains Road to the South Carolina State line. Weddington, Marvin, and Stallings agree not to annex property within that portion of Mecklenburg County and Charlotte agrees not to annex property within that portion of Union County.
- The proposed ordinances and agreements have an effective date of July 1, 2014.
- The term of the proposed Annexation Agreements is 10 years.

#### Attachment 2

[Map](#)  
[Proposed Annexation Agreements](#)  
[Ordinances](#)

## 9. Public Hearing on a Resolution to Close a Portion of Paper Birch Drive

**Action:**   A. Conduct a Public Hearing to close a portion of Paper Birch Drive, and  
               B. Adopt a resolution to close.

**Staff Resource(s):**           Jeff Boenisch, Transportation

### Policy

To abandon right-of-way that is no longer needed for public use

### Explanation

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

### Petitioner

The Mulvaney Group, LTD – Ms. Patricia Jenkins

### Right-of-Way to be abandoned

A portion of Paper Birch Drive

### Reason

The right-of-way will be incorporated into the property owned by Mr. Jason Strange and land designated as Kingstree Residential Association's common open space.

### Notification

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

### Adjoining property owner(s)

Mr. Jason Strange – No objections

### Neighborhood/Business Association(s)

Kingstree Residential Association, Inc. – No objections

Private Utility Companies – No objections

### City Departments

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

- Be contrary to the public interest,
- Deprive any individual(s) owning property in the vicinity of reasonable means of ingress and egress to his property as outlined in the statutes, and

- Be contrary to the adopted policy to preserve existing rights-of-way for connectivity.

**Attachment 3**

[Map](#)

[Resolution](#)

## POLICY

### 10. City Manager's Report

### 11. Fiscal Year 2015 Transit Operating Budget and Fiscal Years 2015-2019 Transit Community Investment Plan

- Action:**
- A. Approve the Fiscal Year 2015 Transit Operating Budget and Debt Service Budget, which includes a \$0.20 fare increase on the base fare, effective July 1, 2014, which was approved by the Metropolitan Transit Commission on April 23, 2014, and**
  - B. Approve the Fiscal Years 2015-2019 Transit Community Investment Plan, which was approved by the Metropolitan Transit Commission on April 23, 2014.**

**Metropolitan Commission Chair:** Trevor Fuller, Mecklenburg County Board of County Commissioners

**Staff Resource(s):** Carolyn Flowers, CATS  
Dee Pereira, CATS

#### Policy

The Transit Governance Interlocal Agreement calls for the Metropolitan Transit Commission (MTC) to annually approve a Transit Operating Program and a Transit Capital Program by April 30. Following the MTC's approval, the Transit Operating and Capital Programs are forwarded to the Charlotte City Council for approval. Upon approval, the Charlotte City Council shall fund the programs through its budget process and/or project ordinances.

#### Explanation

- On April 23, 2014, the MTC approved the Fiscal Year 2015 Transit Operating Budget, which included a \$0.20 fare increase on the base fare effective July 1, 2014, as well as the Fiscal Year 2015 Debt Service Budget, and the Fiscal Years 2015-2019 Transit Community Investment Plan, which were developed in compliance with MTC Financial and Fare Policies.
- The proposed Fiscal Year 2015 Transit Operating and Debt Service Budgets and the proposed Fiscal Years 2015-2019 Transit Community Investment Plan provides:
  - Core Mass Transportation Services,
  - A structurally balanced financial plan, and
  - A focus on asset maintenance and future growth.
- Details of the Fiscal Year 2015 Transit Budget includes:
  - A base fare increase of \$0.20 on the base fare effective July 1, 2014
  - Anticipated sales tax receipts of \$73,087,000 (a 3.5% increase) of which \$16,222,595 transfers to the Community Investment Plan Fund and \$11,488,162 to Debt Service Fund
  - Net operating expenses of \$114,206,940 which represents a 3.6% growth in annual operating and maintenance costs

- Total Debt Service costs of \$23,365,162 including the transfer of \$2,600,000 to the Transit Revenue Reserve Fund
- An additional 6,150 bus revenue service hours, which are partially funded by federal funds
- An additional 20 permanent, full-time positions and the conversion of four permanent, part-time revenue/customer service positions from existing part-time temporary employees to regular status.
  - o Twelve of the 20 positions are associated with the implementation of the CityLYNX Gold Line service.
  - o Four positions are needed to test new rail cars for the operation of the LYNX Blue Line Extension project to meet testing requirements as mandated by the Federal Transit Administration.
  - o Four positions provide additional special transportation drivers to improve on-time performance.
- The Fiscal Years 2015-2019 Community Investment Plan focuses on:
  - Asset Maintenance,
  - Construction of the LYNX Blue Line Extension,
  - Transit Bridge Program, and
  - Upgrades to the radio system and fare boxes

### **Community Input**

- The Citizens Transit Advisory Group reviewed the Fiscal Year 2015 fare increase, Debt Service and Operating Budgets, and the Fiscal Years 2015-2019 Community Investment Plan, which it recommends adoption by the MTC.
- The Transit Services Advisory Committee reviewed the proposed programs and recommended approval of the fare increase and the programs.
- The MTC conducted a public hearing on the proposed fare increase on March 26, 2014; there were 22 speakers at this public hearing.
- The City Council reviewed CATS proposed Debt, Operating and Community Investment Plan at the Budget Workshop on February 26, 2014.

### **Attachment 4**

[MTC - Action Item  
Budget Summary](#)

## BUSINESS

### 12. Charlotte Transit Center - Transfer of Ownership

- Action:**
- A. Authorize the City Manager to execute all documents required to dissolve the non-profit corporation known as Charlotte Transit Center, Inc., (the "Corporation") and to transfer all assets, liabilities, and obligations of the Corporation to the City, and**
  - B. Authorize the City Manager to negotiate and execute a contract with Lincoln Harris, in an amount not to exceed \$168,000, to provide property management services for the Charlotte Transit Center for Fiscal Year 2015.**

**Staff Resource(s):** Carolyn Flowers, CATS  
John Muth, CATS

#### Explanation

- On September 28, 1994, the City and NationsBank formed a non-profit Corporation to build and operate a public transportation terminal, the Charlotte Transit Center (CTC).
- The City provided the land and continuing contributions for transit-related expenses of the CTC, and NationsBank provided the funding for construction and continuing contributions for the retail-related expenses of the CTC.
- The Corporation's Board of Directors now consists of two representatives from Bank of America (as successor to NationsBank) and two representatives from the City/Charlotte Area Transit System (CATS).
- The Board of Directors generally meets at least twice per year to discuss operations at the CTC and to adopt the annual budget.
- The Corporation manages the property through a property manager, Lincoln Harris, that is responsible for:
  - Administration of tenant leases, including addressing tenant service requests and finding retail tenants;
  - Management of the day-to-day operations of the CTC, with oversight and participation by CATS' Facilities Management Department; and
  - Administration of vendor contracts for services such as heating, ventilation, and air conditioning maintenance, pest control, and exterior lighting.
- City staff has been directly involved with the CTC both due to the presence on the Board of Directors and due to the importance of the CTC as the main operating facility for passengers using the transit system.
- The Bank desires to resign from the Corporation. The CTC can be operated by the City without a corporate management structure. Therefore, in anticipation of dissolution of the Corporation, the City/CATS has performed a due diligence process, both in terms of the building itself and in terms of the financial condition of the Corporation.
- The CTC was physically inspected by an engineering consultant retained by the City; no unusual issues were identified.
- The Corporation has incurred no long-term liabilities and has a capital/operating reserve of approximately \$800,000 that transfers with the asset. The reserve will be available to the City for future use to maintain the CTC.

- The Corporation can be dissolved and all existing tenant leases, vendor contracts, agreements and accounts, including the property deed, can be transferred or assigned to the City by the start of Fiscal Year 2015.
  - Not including City departments, currently, nine retail tenants occupy CTC.
- In order to achieve a seamless management transition, City staff recommends partnering with Lincoln Harris for leasing and day-to-day management of the CTC until the end of Fiscal Year 2015.
  - This will allow sufficient time for the City staff to determine whether the day-to-day management of the property, including the leasing of the retail portion of the CTC, should be assumed by the City, or if the leasing and management of the CTC should be part of a future competitive bid process.
- CATS Fiscal Year 2015 operating and capital budgets anticipate the transfer of the CTC as outlined above, which was approved by MTC on April 23, 2014.
- The transfer should not impact day-to-day transit services, transit riders, or CTC tenants.

## 13. Appointments to Boards and Commissions

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

### A. BUSINESS ADVISORY COMMITTEE

- Two appointments by the City Council, one for a three-year term beginning April 29, 2014, and ending April 28, 2017, and the other for an unexpired term beginning immediately and ending April 28, 2016.
  - Sean Gautam by Council members Austin, Barnes, Driggs, Howard, Lyles, Mayfield, and Phipps.
  - DeAlva Glenn by Council member Howard.
  - Sy King by Council members Driggs and Smith.
  - Ben Smith by Council member Smith.
  - Chelsea Weavil by Council members Austin, Barnes, Lyles, Mayfield, and Phipps.

**Attachment 5**  
[Applications](#)

### B. CHARLOTTE REGIONAL VISITORS' AUTHORITY

- One appointment for a restaurant representative for an unexpired term beginning immediately and ending June 30, 2015.
  - Arthur Gallagher by Council members Barnes, Driggs, Howard, and Lyles.
  - Tom Sasser by Council members Austin, Mayfield, Phipps, and Smith.

**Attachment 6**  
[Applications](#)

### C. NEIGHBORHOOD MATCHING GRANTS FUND

- One appointment for a neighborhood organizational leader for a two-year term beginning April 16, 2014, and ending April 15, 2016.
  - Tommy Burch by Council members Austin, Howard, Mayfield, and Phipps.
  - Deborah Walker by Council members Driggs and Lyles.
- One appointment for a neighborhood representative for a two-year term beginning April 16, 2014, and ending April 15, 2016.
  - Julio Colmenares by Council member Driggs.
  - Joel Gilland by Council member Barnes.
  - Chris Land by Council members Austin, Howard, Mayfield, and Phipps.

**Attachment 7**  
[Applications](#)

## 14. Conclusion of Consent Agenda

## 15. Mayor and Council Topics

Council members may share information and raise topics for discussion



## CONSENT

### Introduction to CONSENT

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



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

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

For a period of time during FY2014, projects appearing in the Council Agendas will incorporate Policy references for either the current Charlotte Business INCLUSION program or the Small Business Opportunity Program.

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

#### Disadvantaged Business Enterprise

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

#### Contractors and Consultants

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

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

## 16. Law Enforcement Vans

**Action:**

- A. Approve unit price, low-bid contracts for the purchase of law enforcement vans for the term of three years with the following vendors:**
  - RK Chevrolet
  - Parks Chevrolet, and
- B. Authorize the City Manager to extend the contract for up to two additional, one-year terms with possible price adjustments as authorized by the contract.**

**Staff Resource(s):** Katrina Graue, Police

### Explanation

- The law enforcement vans will be used by the Animal Care and Control Division to pick-up unwanted, stray, or wild animals and for the delivery of traps. The vans will also be used for the Crime Scene Search Unit in the response for calls for service requiring processing of crime scenes.
- The nine vans to be purchased this year are replacements included on the approved FY2014 Capital Equipment List.
- On April 7 and April 20, 2014, Invitations to Bid for law enforcement vans were issued; two bids were received for the Crime Scene Search vans and one was received for the Animal Care and Control vans.
- Staff recommends that the bid for the Animal Care and Control vans be awarded to Parks Chevrolet, and the bid for the Crime Scene Search vans be awarded to RK Chevrolet as the low bidders.
- Combined annual expenditures under the contract are estimated at \$150,000.

### Charlotte Business Inclusion

No SBE goal was set for these contracts because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INClusion Policy).

### Funding

General Capital Equipment Replacement Fund

## 17. Life Safety Systems Maintenance Services

- Action:**
- A. Approve the purchase of life safety systems maintenance services from a federal contract as authorized by G.S. 143-129(e)(9a), and
  - B. Approve a unit price contract with Simplex Grinnell to provide life safety systems maintenance services in City-owned facilities for a five-year term, per Federal Contracts GS-06F-0054N and GS-07F-0396M, provided that applicable federal contracts remain in effect at prices and terms that are the same or more favorable than those currently in effect.

**Staff Resource(s):** Sue Rutledge, Engineering & Property Management

### Federal Contract Exemption

G.S. 143-129(e)(9a) allows local government to purchase from contracts established by the United States government, including any federal agency, if the contractor is willing to extend the same or more favorable prices, terms, and conditions as those established under the federal contract.

### Explanation

- The contract will provide maintenance, inspection services, diagnostic testing, and monitoring of fire extinguishers, fire alarm detection systems, fire pumps, and fire sprinkler systems including parts and repairs in facilities maintained by Engineering & Property Management Building Services.
- The existing City contract with Simplex Grinnell was approved by City Council June 22, 2009, and expires June 30, 2014.
- Engineering & Property Management currently maintains 78 municipal facilities requiring these services.
- The U.S. General Services Administration has negotiated discounts for life safety services and equipment with Simplex Grinnell (contract numbers GS-06F-0054N and GS-07F-0396M).
- Annual expenditures are estimated at approximately \$170,000.

### Charlotte Business INclusion

This contract is a federally sourced contract and is exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

### Funding

Engineering & Property Management Operating Budget

## 18. Parkwood Phase 1 Storm Drainage Improvement Project

**Action:** Award the low-bid contract of \$5,136,776.56 to Sealand Contractors Corp. for the Parkwood Phase 1 Storm Drainage Improvement project.

**Staff Resource(s):** Jennifer Smith, Engineering & Property Management

### Explanation

- The project is bordered by the railroad tracks that run parallel to North Tryon Street to the northwest, Interstate-277/Brookshire Freeway to the southwest, Little Sugar Creek to the southeast, and East 18th street to the northeast.
- Construction will include replacement of the culverts underneath Belmont Avenue, North Davidson Street, North Caldwell Street, Parkwood Avenue, and North Brevard Street as well as drainage improvements on East 16th street, 12th Street, and College Street. Additionally, the existing culvert underneath North Alexander Street, between Belmont Avenue and 15th Street, will be removed and this portion of the roadway will be closed.
- The work will include:
  - Grading,
  - Storm drainage pipes and structures,
  - Channel improvements,
  - Curb and gutter,
  - Sidewalks,
  - Driveways, and
  - Water and sanitary sewer line replacement and paving.
- On March 21, 2014, an Invitation to Bid was advertised; three bids were received.
- Construction will be coordinated with the LYNX Blue Line Extension project and is expected to be complete by fourth quarter 2016.

### Charlotte Business Inclusion

Established SBE Goal: 14.00%

SBE Commitment at Bid: 9.87%

SBE Commitment to Date: 19.35%

Sealand Contractors, Corp. did not meet the SBE goal at the time of bid, but earned the Minimum Good Faith Efforts Points (Part B: Section 5 of the Charlotte Business INCLUSION Policy). At bid, Sealand Contractors, Corp. committed 9.87% (\$506,933) of the total contract amount to the following SBE firms: Carolina Wetland Services, Inc. (landscaping), On Time Construction, Inc. (concrete/masonry), Harvest Environmental Services (remediation services), Darnell Jones Trucking, Inc. (hauling), Streeter Trucking (hauling), Diamond Trucking of NC Inc. (hauling), MTS Trucking Inc. (hauling), Richard Bear Trucking (hauling), and Scott Trucking (hauling).

Subsequent to bid opening, Sealand Contractors, Corp. committed an additional 9.48% (\$487,000) to the following SBE firm: The Huffstetler Group (end walls and retaining walls), bringing Sealand's total SBE participation to 19.35% (\$993,933).

A further detailed write-up of the Good Faith Efforts undertaken by Sealand Contractors, Corp. is attached.

**Funding**

Storm Water Community Investment Plan

**Attachment 8**

[Map](#)

[Good Faith Effort Summary](#)

**19. Residential Relocation Payments**

**Action:** Authorize the City Manager to approve residential relocation payments associated with the Prosperity Village NW Arc Phase B project.

**Staff Resource(s):** Becky Insogna, Engineering & Property Management

**Explanation**

- Projects with federal funding require real estate acquisition and residential relocations to be completed in accordance with the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (Uniform Act).
- Residential owner-occupants and tenants required to move as a result of City projects are eligible for reimbursement of replacement housing payments and moving expenses, as defined in the Uniform Act.
- Real estate acquisition for the Prosperity Village NW Arc Phase B project will require the relocation of eight residential owner-occupants and tenants. The reimbursement for each family is estimated to exceed \$100,000, requiring approval by the City Council.
- The relocations are part of allowable project costs.
- The project is being funded by a federal grant and administered by the North Carolina Department of Transportation.
- The relocation payments will be reimbursed up to 80% through the Surface Transportation Program - Direct Attributable funding and 20% of the relocation payments are funded by the City.

**Background**

- The Municipal Agreement, which outlines the funding participation, was approved by Council on July 22, 2013.
- The Uniform Act ensures that owners of real property to be acquired and persons displaced as a direct result of federally funded projects are treated fairly, consistently, and equitably.
- The Uniform Act also intends to ensure that the agencies acquiring property with federal funding implement these regulations in a manner that is efficient and cost effective.
- Eligible relocation benefits for residential relocations are determined by the cost difference of the appraised value of the home being purchased and the value of an available decent, safe, and sanitary comparable replacement dwelling.
- The initial relocation payments will be made when the displacee rents or purchases a replacement property.
  - For an owner-occupant, the final relocation payment amounts will be determined 18 months from the day the final acquisition payment is made or the date the premises are vacated.
  - For a tenant, the final relocation payment amounts will be determined 18 months from the date they vacate the premises. The timeframe to file may be extended.

**Funding**

Transportation Community Investment Plan and the North Carolina Department of Transportation

**Attachment 9**

[Map](#)

**20. Oakhurst Redevelopment Project**

**Action: Award the low-bid contract of \$1,083,529.73 to Sealand Contractors Corp for the Oakhurst Redevelopment Project.**

**Staff Resource(s):** Brad Richardson, Neighborhood & Business Services  
Veronica Wallace, Engineering & Property Management

**Explanation**

- The project will realign Chippendale Road at Monroe Road and Richland Avenue to create a new four-way intersection and widen Monroe Road to include left turn lanes.
- The construction along Monroe Road will also include:
  - Storm drainage,
  - Curb and gutter,
  - Left turn lane,
  - Bike lane,
  - Eight foot planting strip, and
  - Six foot sidewalk.
- The new alignment of Chippendale Road will include a left turn lane at Monroe Road and curb and gutter.
- The project is being constructed as part of a development agreement between the City and David R. Krug Associates (Developer) approved by City Council on February 27, 2012.
- In addition to improving pedestrian safety and access along Monroe Road, the Developer intends to construct a retail center and multi-family housing on the adjacent 18-acre site, which was a former textile mill.
- Under the terms of the City's agreement, the Developer will complete the redevelopment of the site within three years following the completion of the roadway. Failure to do so will obligate the Developer to reimburse the City for all or a portion of the project cost.
- Construction is expected to be complete in December 2014.

**Charlotte Business INclusion**

Established SBE Goal: 13.00%

Committed SBE Goal: 13.00%

Sealand Contractors, Corp. met the established SBE goal and committed 13.00% (\$140,859) of the total contract amount to the following SBE firms: On Time Construction, Inc. (concrete/masonry); A-1 Precision Fence Company, Inc. (fence installation); P&TL, Inc. (erosion control); Darnell Jones Trucking, Inc. (hauling); Streeter Trucking (hauling); Diamond Trucking of NC Inc (hauling); MTS Trucking Inc. (hauling); Richard Bear Trucking (hauling); and Scott Trucking (hauling).

**Funding**

General Community Investment Plan

**Attachment 10**

[Map](#)

## 21. Resurfacing Contract for Fiscal Year 2014-B

- Action:**
- A. Award the low-bid contract of \$4,655,054.65 to Blythe Brothers Asphalt, Co. for the Resurfacing Fiscal Year 2014-B project,**
  - B. Authorize the City Manager to approve two renewals in an amount up to the original contract amount and,**
  - C. Adopt a budget ordinance appropriating \$4,000,000 from Powell Bill fund balance to the Powell Bill operating budget.**

**Staff Resource(s):** Charles Jones, Transportation  
Bryan Tarlton, Engineering & Property Management

### Explanation

- The 2014-B resurfacing contract will pave an estimated 85 lane miles in the northern portion of the City.
- Mileage paved is dependent upon asphalt price stability throughout the contract.
- The 2014-B contract will target many streets with pavement failures contributing to the development of potholes.
- The contract work includes:
  - Traffic control,
  - Asphalt and concrete pavement milling,
  - Base failure repair,
  - Asphalt surface treatment,
  - Utility adjustments,
  - Manhole frame and cover replacements,
  - Wheelchair ramp construction and repair,
  - Sidewalk repair and maintenance,
  - Asphalt paving, and
  - Pavement marking.
- On December 30, 2013, an Invitation to Bid was advertised; four bids were received.
- The \$655,054.65 not included in the budget ordinance will be funded through the regular Powell Bill operating budget.
- Street resurfacing for 2014 is scheduled to be completed by October 2014.
- On March 24, 2014, the City Council approved the 2014-A resurfacing contract focusing on the southern portion of the city.
- This contract in conjunction with the 2014-A contract will pave approximately 162 lane miles of streets during the summer of 2014.

### Background

- Resurfacing is the most effective treatment to preserve and maintain the condition of streets within the City of Charlotte.
- Timely resurfacing of streets improves ride quality, reduces the occurrence of potholes, and reduces the need for more costly repairs in the future.
- Streets are selected for repaving based on a pavement condition rating and recommendations from a pavement analysis system, which uses formulas based on the budget, pavement life expectancy, and overall pavement condition impacts.
- Staff also evaluates streets for distresses and other conditions that may benefit from resurfacing as well as review documented resident and business concerns.

- Coordination with other City projects occurs to provide economies of scale on cost for project-level resurfacing.

### **Charlotte Business INclusion**

Established SBE Goal: 14.00%

Committed SBE Goal: 14.22%

Blythe Brothers Asphalt Co. exceeded the established SBE goal and committed 14.22% (\$661,845.34) of the total contract amount to the following SBE firms: Conmat Development, Inc. (sewer & storm drain), Appian Construction, LLC (curb and gutter), Ram Pavement Services, Inc. (striping), Martin Resources, LLC (hauling), R.L. Raffaldt, Inc. (hauling), Express Logistics Services, Inc. (hauling), and All Points Trucking, Inc. (hauling).

### **Funding**

Powell Bill Street Maintenance Fund

### **Attachment 11**

[Map](#)

[List of Streets](#)

[Budget Ordinance](#)

## **22. Private Developer Funds for Traffic Signal Improvements**

- Action:**
- A. Approve the developer agreement between the City of Charlotte and BRIT-Charlotte, LLC, and**
  - B. Adopt a budget ordinance appropriating \$156,000 in private developer funds for traffic signal improvements.**

**Staff Resource(s):** Scott Putnam, Transportation

### **Explanation**

- The \$156,000 in private developer funding is for a traffic signal and related work associated with this developer project. The funding is restricted to this project.
- The following developer is fully funding the traffic signal installation and improvements to mitigate traffic impacts around its respective development project:
  - BRIT-Charlotte, LLC contributed \$156,000 for the installation of a new traffic signal and interconnect cable at the intersection of IBM Drive and entrance #7 of Innovation Park Business Park.
- The above signal meets the same criteria as other traffic signals approved by the City.
- Payments made by the developer are in response to estimates of work prepared by the Charlotte Department of Transportation and supplied to the developer.
- Any funding contributed by the developer for a signal project that is unused by the City will be refunded after project completion.
- The Charlotte Department of Transportation will be installing and operating these signals as part of the existing signal systems in the area.

### **Funding**

Developer Contributions

### **Attachment 12**

[Map](#)

[Budget Ordinance](#)



## 23. Roadway Improvements Reimbursement Municipal Agreement

**Action:** Approve a resolution authorizing the City Manager to negotiate and execute a municipal agreement with the North Carolina Department of Transportation for roadway improvements at the intersections of NC 49 and Cameron Boulevard, and W. T. Harris Boulevard and Alumni Way.

**Staff Resource(s):** Liz Babson, Transportation

### Explanation

- The North Carolina Department of Transportation (NCDOT), the City of Charlotte, and the University of North Carolina at Charlotte (UNCC) are partnering to fund roadway improvements at the intersections of NC 49 and Cameron Boulevard as well as W. T. Harris Boulevard and Alumni Way.
- The total cost for improvements is estimated to be \$1,500,000, and will be divided equally among all three parties.
- These roadway improvements are needed at the above intersections to improve traffic safety, pedestrian mobility, and vehicular access to and from the UNCC main campus. The improvements will also help reduce congestion by providing alternate access.
  - Improvements at the intersection of NC 49 and Cameron Boulevard include the installation of a mast-arm traffic signal along with additional intersection widening improvements and pedestrian refuge islands to enhance pedestrian crossings.
  - Improvements at the intersection of W. T. Harris Boulevard and Alumni Way include the construction of a southbound directional left turn lane on W.T. Harris Boulevard. This turn movement is not currently allowed.
- NCDOT will construct the improvements and anticipate completion of work by December 2014.
- The Reimbursement Agreement will provide for the City's reimbursement to NCDOT not to exceed \$500,000 towards the total cost of the project.
- The City's portion is funded from prior approved bonds for State participation projects.
- NCDOT will use \$500,000 from state contingency funds combined with \$500,000 each from UNCC and the City for a total project budget of \$1,500,000.

### Charlotte Business INClusion

This is an Interlocal agreement contract and is exempt (Part A: Appendix 27 of the Charlotte Business INClusion Policy).

### Funding

Transportation Community Investment Plan

### Attachment 13

[Map](#)  
[Resolution](#)

## 24. LYNX Blue Line Extension – Final Design and Design Services During Construction Contract Amendment

**Action:** Approve contract amendment #2 with STV Ralph Whitehead Associates to increase the authorized amount for final design and design services during construction contract by \$4,500,000 for the LYNX Blue Line Extension project.

**Staff Resource(s):** Carolyn Flowers, CATS  
Kelly Goforth, CATS

### Explanation

- On March 26, 2012, the City Council authorized the City Manager to negotiate and execute a contract for final design and design services during construction with STV Ralph Whitehead Associates (STV). The contract provides professional services for the LYNX Blue Line Extension project in an amount not to exceed \$38,500,000.
- The current contract amount including contract amendment #1 is \$38,473,328.
- The agreement with STV is divided into three phases:
  - Phase One completes the design work (final design) and prepares construction bid documents,
  - Phase Two provides for STV to assist City staff with contract administration activities during construction, and
  - Phase Three provides for STV to provide design services during construction.
- In recent months, City Council approved three major construction contracts (Civil Construction for Segment A, Civil Construction for Segment B/C, and the Track and Systems Contract) that cumulatively exceeded \$350,000,000. All three bids came in under budget.
- Based on the favorable bids and overall budget status, the LYNX Blue Line Extension project is now able to include critical items that were being deferred until the major contract bids were received. These items include:
  - Replacing two, large surface parking lots with a single more convenient parking garage at the Sugar Creek Station;
  - Providing an additional parking level on the parking garage at the JW Clay Station near the University of North Carolina at Charlotte campus;
  - Providing additional maintenance capacity at the North Yard storage facility; and
  - Miscellaneous items such as pedestrian lights along Tryon Street at station areas.
- The status of the project budget continues to carry significant contingency with the inclusion of these items in the project.
- Contract amendment #2 will provide the additional funding necessary to complete the designs and include these items in the project.
- Contract amendment #2, in the amount of \$4,500,000, will increase the total value of the contract to a not to exceed amount of \$43,000,000.

### Disadvantaged Business Opportunity

Established DBE Goal: 15.80%

Committed DBE Goal: 15.80%

DBE firms are: AmeriDrill Corporation, Capstone Civil Group, Envision Consultants, ONIX Inc., SEPI Engineering & Construction, Utility Coordination Consultants Inc., and Neighboring Concepts PLLC.

### Funding

Transit Community Investment Plan

## 25. LYNX Blue Line Extension – Light Rail Vehicle Parts Contract Amendment

**Action:** Approve contract amendment #3 in the amount of \$2,260,000 with Siemens Industries to purchase additional spare parts.

**Staff Resource(s):** Carolyn Flowers, CATS  
Allen Smith, CATS

### Explanation

- On September 24, 2012, the City Council approved the purchase of 22 Siemens light rail vehicles.
- On July 22, 2013, the City Council approved contract amendment #1 for the purchase of spare parts for the vehicles in an amount up to \$2,400,000.
- On November 11, 2013, the City Council approved contract amendment #2 in the amount of \$3,200,000, to purchase light rail vehicle inventory parts at the most favorable pricing.
- Federal Transit Administration requires that light rail vehicles must receive routine maintenance and include inventory of readily available spare parts.
- Previously this year City Council approved three major construction contracts (Civil Construction for Segment A, Civil Construction for Segment B/C, and the Track and Systems Contract) that cumulatively exceeded \$350,000,000. All three of these bids came in under budget.
- At this time, the acquisition of spare parts, as part of the capital cost, will relieve future costs that would likely be at a higher cost and taken from the operating budget.
- Given the budget savings realized on the last three contracts, the overall project budget has sufficient capacity to purchase these spare parts.
- Contract amendment #3, in the amount of \$2,260,000, will increase the previously approved City Council actions for spare parts to \$7,860,000 and the total contract amount with Siemens Industries to \$94,860,000.

### Disadvantaged Business Opportunity

Siemens Transportation Systems has certified their compliance with the Federal Transit Administration Regulation 49CFR Part 26.49.

### Funding

Transit Community Investment Plan

## 26. McAlpine Creek Wastewater Plant Pumps Replacement

- Action:**
- A. Approve the purchase of two submersible pumps and pump drives, as authorized by the sole source exemption of G.S. 143-129 (e)(6), and
  - B. Approve a contract with Xylem Water Solutions USA, Inc. for the purchase of two Flygt submersible pumps and pump drives in the amount of \$707,222.75.

**Staff Resource(s):** Barry Gullet, Utility

### Sole Source Exemption

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for this contract for equipment performance requirements.
- The City Council must approve purchases made under the sole source exception.

### Explanation

- Submersible pumps convey all wastewater into the McAlpine Creek Wastewater Treatment Plant and are critical to plant operations and compliance with the discharging permit.
- The Utility Department noticed performance issues shortly after the pumps were installed in 2007. Since then, the pumps have progressively worsened.
- Evaluation of the existing pumps indicates they are not optimally sized as determined by Hydraulic Institute Standards.
- After evaluating multiple, major pump manufacturers, the Utility Department identified only one who can provide a pump that is capable of operating in an optimal and efficient range, while handling the varying volume of wastewater entering the plant over the course of a typical day.
  - Operating in an optimal and efficient range allows the pump to last longer and save energy over time.
- An additional benefit is that the pump manufacturer has a service center located in Charlotte.

### Charlotte Business INClusion

This is a sole source contract and is exempt (Part A: Appendix 27 of the Charlotte Business INClusion Policy).

### Funding

Utility Community Investment Plan

## 27. Utility Treatment Plant Programmable Logic Controllers

- Action:**
- A. Approve the purchase of programmable logic controllers for water treatment plant operations, as authorized by the sole source exemption of G.S. 143-129 (e)(6),**
  - B. Approve the purchase of programmable logic controllers, and other related electrical components with Automation Direct for a term of three years, and**
  - C. Authorize the City Manager to extend the contract for two additional, one-year terms with possible price adjustments as deemed reasonable and appropriate by the City Manager.**

**Staff Resource(s):** Barry Gullet, Utility

### **Sole Source Exemption**

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- Sole sourcing is necessary for this contract because performance or price competition is not available, and there is only one supply source. Standardization is also a major consideration.
- The City Council must approve purchases made under the sole source exception.

### **Explanation**

- Since the early 1990s, the Charlotte-Mecklenburg Utility Department has used programmable logic controllers as an integral part of water treatment plant operations.
  - These devices generate data necessary for legally mandated reporting to the state of North Carolina and are used to automate the processes used to run treatment facilities.
- The use of Automation Direct programmable logic controllers has been standardized within Utility's water treatment operations, and is used or will be used in all of the Water Treatment facilities.
- The unit prices are set forth in the proposed contract and can be provided upon request.
- Annual expenditures are estimated to be \$80,000.

### **Charlotte Business INclusion**

This is a sole source contract and is exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

### **Funding**

Utility Community Investment Plan

## 28. Utility Truck Bodies

- Action:**
- A. Approve a unit price, low-bid contract with Adkins Truck Equipment Company for the purchase of heavy duty truck utility bodies for the term of three years, and**
  - B. Authorize the City Manager to extend the contract for up to two additional, one-year terms with possible price adjustments as authorized by the contract.**

**Staff Resource(s):** Barry Gullet, Utility

### Explanation

- The contract will be used to purchase heavy duty truck bodies for replacement vehicles, and new vehicles that may be needed for future operations.
- Utility truck bodies are installed on separate cab/chassis assemblies. The cab/chassis assemblies are purchased from a different vendor that is already under contract.
- The truck bodies purchased on this contract come in different configurations based on the intended use of each specific vehicle. They are installed on trucks used by construction crews in the course of field maintenance and repair tasks throughout the water and wastewater system.
- These trucks are included in the Fiscal Year 2014 Capital Equipment Replacement list.
- On April 3, 2014, an Invitation to Bid for utility truck bodies was issued; five bids were received.
- Adkins Truck Equipment Company was the lowest responsive and responsible bid.
- Annual expenditures under the contract are estimated to be \$250,000.

### Charlotte Business Inclusion

No SBE goal was set for this contract because there are no subcontracting opportunities (Part B: Section 2.3 of the Charlotte Business INclusion Policy).

### Funding

Utility Capital Equipment Replacement Fund

## 29. Utility Mobile Laboratory Vans

- Action:** A. Approve the purchase of two mobile laboratory vans as authorized by the sole source exemption of G.S. 143-129(e)(6), and
- B. Approve the purchase of two mobile laboratory vans from EBY Ford in an estimated amount of \$250,000.

**Staff Resource(s):** Barry Gullet, Utility

### Sole Source Exemption

- G.S. 143-129 (e) (6) provides that formal bidding requirements do not apply when:
  - Performance or price competition are not available;
  - A needed product is available from only one source or supply; or
  - Standardization or compatibility is the overriding consideration.
- The City Council must approve purchases made under the sole source exception.

### Explanation

- These vans will serve as mobile laboratories equipped to perform on-site water quality testing at creeks, streams, and outfalls around Mecklenburg County.
  - On-site or field testing is required due to the immediate analysis required by some tests.
  - These vans allow for the immediate and precise evaluation of the system's water quality.
- The equipment is highly customized with all safety and electrical requirements to perform mobile laboratory testing as required by state and federal regulations.
- Both lab vehicles were approved on the Fiscal Year 2013 and Fiscal Year 2014 Capital Equipment Replacement Lists.

### Charlotte Business INclusion

This is a sole source contract and is exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

### Funding

Utility Capital Equipment Replacement Fund

### 30. Utility Laboratory Renovations

**Action:** Award a low-bid contract of \$ 229,200 with Edison Foard, Inc. for renovations at the Environmental Services Laboratory.

**Staff Resource(s):** Barry Shearin, Utility

#### **Explanation**

- The Charlotte-Mecklenburg Utility Department Environmental Services Facility, located on Westmont Drive, was completed in 2006 and includes laboratories for staff to perform a variety of water quality testing, including sample analyses from the drinking water and wastewater treatment plants.
- Due to changing testing and regulatory requirements and to better accommodate space needs, two work areas within the facility need to be reconfigured.
- Renovations will include mechanical, electrical, and plumbing work.
- The work will be sequenced such that the labs will continue functioning during the project.
- The Environmental Services Facility is a LEED Gold facility. Renovations will support this certification.

#### **Charlotte Business INclusion**

Construction contracts estimated to be less than \$300,000 are informal and are exempt from the goal setting process (Part A: Section 3.1 of the Charlotte Business INclusion Policy).

#### **Funding**

Utility Community Investment Plan



### 31. Airport Consolidated Rental Car Facility Management Agreement

- Action:**
- A. Approve a three-year management agreement with MVI Field Services to provide the maintenance and management of the consolidated rental car facility and remote rental car facility at Charlotte Douglas International Airport, and**
  - B. Authorize the City Manager to approve two, one-year contract extensions of the management agreement.**

**Staff Resource(s):** Jack Christine, Aviation

**Explanation:**

- The Airport is presently constructing a 7,000 space parking deck across from the passenger terminal building for hourly parking and rental car operations. Levels 1-3 of the parking deck constitute the consolidated rental car facility, which is scheduled to open in January 2015.
- In August 2014, the Airport will begin constructing a remote rental car facility for rental car storage and light vehicle maintenance on Wilkinson Boulevard. This facility is scheduled to open in February 2015.
- On February 20, 2014, the Airport issued a Request for Proposals for a Consolidated Rental Car Facility Management Agreement for the maintenance and management of both the consolidated rental car facility and remote rental car facility; five proposals were received.
- An evaluation committee comprised of Aviation Department personnel and rental car representatives unanimously selected MVI Field Services for contract award based on MVI's management fee, depth of airport experience, and the strength of its leadership team.
- The operating budget for the first agreement year is projected to be \$895,372.
- The maintenance and management of the consolidated rental car facility and remote rental car facility will be funded by contract facility charges, a fee charged by rental car companies to customers to pay for new rental car facilities.

**Airport Concession Disadvantaged Business Enterprise (ACDBE)**

Committed ACDBE Participation: 20%

On this contract the City negotiated the ACDBE participation after the proposal selection process. MVI Field Services has committed 20% (\$368,674.80) of the total eligible projected expenses to ACDBE firms.

**Funding**

Aviation Operating Budget

## 32. Airport Escalator and Elevator Maintenance Services Contract Amendment #3

**Action:** Approve contract amendment #3 in the amount of \$404,041 to Schindler Elevator Corporation for the refurbishment of two escalators.

**Staff Resource(s):** Mark Wiebke, Aviation

### Explanation

- The new Rental Car and Hourly Parking Deck is scheduled to open in November 2014.
  - Once open, all passengers moving between the Terminal and the Deck must use the lower level.
  - Departing passengers will access the upper level using the escalators and elevators in the Terminal lobby.
- The new passenger flow pattern will place a heavy demand on the existing escalators, which have been in operation since 1982.
- On June 10, 2013, the City Council approved a five-year maintenance service contract with Schindler Elevator Corporation for \$561,480 annually.
- Contract amendment #1 was an administrative change to allow for quarterly billing and was approved by the City Manager in October 2013.
- Contract amendment #2 was approved by the City Manager in January 2014 for the procurement of an inventory of spare handrails for the escalators and moving walks in the amount of \$ 91,152.83.
- Contract amendment #3, in the amount of \$404,041, will provide funding for the complete mechanical and electrical refurbishment of two escalator units. This refurbishment will include upgrades to safety sensors and devices, new axles and rollers, drive chains, bearings, and belts, which will meet current North Carolina codes.
- The new total value of the contract will be \$ 3,302,593.83.

### Charlotte Business INclusion

No SBE goal was set for this contract amendment because there are no subcontracting opportunities (Part C: Section 2.4 of the SBO Policy).

### Funding

Aviation Community Investment Plan

### 33. Airport Little Rock Road Extension

- Action:**
- A. Award a low-bid contract with Sealand Contractors, Corp. in the amount of \$2,954,177.75 for the construction of roadway improvements for Little Rock Road Extension,**
  - B. Approve the purchase of 3.21 acres of right-of-way from the North Carolina Department of Transportation between Wilkinson Blvd and Scott Futrell Drive for the Little Rock Road Extension in the amount of \$349,100, and**
  - C. Adopt a budget ordinance appropriating \$3,303,277.75 from the Aviation Discretionary Fund to the Aviation Community Investment Fund.**

**Staff Resource(s):** Jack Christine, Aviation

#### Explanation

- On February 14, 2011, the City Council approved a contract with HNTB Carolina, PC to design the Airport Entrance Roadway. The design contained two phases.
  - The first phase was the design of a new roadway between Wilkinson Blvd and the Terminal.
    - On September 26, 2011, June 25, 2012, and September 14, 2012, the City Council approved two contracts and a change order with Blythe Construction, Inc. in the total amount of \$20,063,592 for the construction of this phase.
  - The second phase will connect the new Entrance Roadway to the intersection of Scott Futrell Drive and Little Rock Road and will create a direct path from Interstate-85 to the front of the Terminal.
- On March 24, 2014, an Invitation to Bid for construction of the second phase was issued; four bids were received.
- In order for the Airport to construct the second phase, the North Carolina Department of Transportation (NCDOT) has approved the sale of the needed right-of-way.
- The NCDOT has given the Aviation Department an encroachment agreement to allow for the start of construction while the NCDOT Board of Transportation executes the land transfer.
- The new road will be four lanes inbound and outbound, contain three new bridges, and will be 1.7 miles in length.

#### Charlotte Business INclusion

Established SBE Goal: 8.00%

Committed SBE Goal: 8.00%

Sealand Contractors Corp. met the established SBE goal, and has committed 8.00% (\$236,335.20) of the total contract amount to the following SBE firms: On Time Construction, Inc. (masonry), Martin Landscaping Co., Inc. (landscaping), Streeter Trucking (hauling), Darnell Jones Trucking, Inc. (hauling), Richard Bear Trucking (hauling), Scott Trucking (hauling), Diamond Trucking of NC Inc. (hauling), and MTS Trucking Inc. (hauling).

#### Funding

Aviation Community Investment Plan

#### Attachment 14

[Map](#)

[Budget Ordinance](#)

### 34. Voicemail System and Related Services Contract Renewal

- Action:**
- A. Approve a one-year contract renewal with Call Coverage, Inc. for continued provision of the City's CallXpress voicemail system and related services for up to \$98,000, and**
  - B. Authorize the City Manager to approve up to two additional, one-year renewals with possible price adjustments at the time of renewal based on satisfactory performance and current support needs of the system.**

**Staff Resource(s):** Jeffrey Stovall, Office of the Chief Information Officer

#### Explanation

- On April 9, 2007, the City Council approved a fixed-price contract for a five year term with Call Coverage, Inc. in the total aggregate amount of \$432,000.
- On May 14, 2012, the City Council approved a two-year extension of the contract through May 30, 2014.
- The City is in the process of replacing its existing Centrex telephone system with a Cisco Voice over Internet Protocol (VoIP) system. Transition to VoIP will take an estimated three years to complete. The City will be required to keep the Centrex system operational until the transition is complete.
- A separate voicemail system, such as CallXpress, must be maintained until replacement of the Centrex system in order to provide voicemail services to City users that are still using the Centrex system.
- The City is currently investigating options for providing voicemail in the new VoIP environment.
  - Voicemail may be included in the new Cisco VoIP system, as that system is capable of supporting voicemail services.
  - If voicemail is not included in the new VoIP telephone system and a separate voicemail vendor will be required, the City plans to conduct a competitive solicitation to select such a vendor.
- The CallXpress voicemail system will be able to serve City users that transition to the new VoIP telephone system as well as those who continue to use Centrex until a new voicemail solution is identified and implemented.
- The cost for the initial one-year renewal is estimated to be \$98,000, which includes \$84,400 in services fees and \$13,600 for certain upgrades required to keep the system functioning. The annual cost for each renewal year is estimated to be \$84,400.
  - The City may drop any number of existing voicemail boxes at the City's convenience. Such reduction in the number of voicemail boxes will result in lower recurring services fees.
  - The City retains the right to terminate the contract for convenience at any time with a 30-day notice.

#### Selection Process

- The City issued a competitive solicitation in December 2006 to select a vendor to provide a voicemail system and associated services.
- Six proposals were received and each was evaluated using selection criteria that included price, total cost of ownership, capabilities, training, and maintenance support.
- Call Coverage, Inc. offered the lowest total cost of ownership price among the vendors and demonstrated strengths in functionality, compatibility, and

integration to the then-current Centrex telephone system as well as future telephone systems.

#### **Charlotte Business INclusion**

No SBE goal was set for this contract renewal because there are no subcontracting opportunities (Part D: Section 7 of the Charlotte Business INclusion Policy).

#### **Funding**

Office of the Chief Information Officer Operating Budget

### **35. GIS Software License Agreement Renewal**

**Action: Approve a three-year renewal of the Enterprise License Agreement to Esri totaling \$1,393,000 for computer software licenses, maintenance, training and technical services for the City's Geographic Information System.**

**Staff Resource(s):** Twyla McDermott, Office of the Chief Information Officer

#### **Explanation**

- City departments use Geographic Information System (GIS) software to support the delivery of many citizen services. Examples of uses of GIS technology in the City include:
  - Crime analysis and reporting,
  - Vehicle routing and optimal route delineations,
  - Information dissemination to citizens via charmeck.org and cmpd.org, and
  - A variety of decision support, analysis, and mapping services for departments.
- The GIS software Enterprise License Agreement (Agreement) renewal provides consolidated GIS software licensing and maintenance across all departments.
- The Agreement will provide departments with:
  - Unlimited licensing for Esri GIS software licenses with no additional cost for the initial software acquisition;
  - Annual software maintenance services to keep the software up to date; and
  - Enterprise Advantage Program credits for software training and technical services.
- On June 23, 2008, the City Council approved the original three-year software license contract with Esri.
- The Agreement contract renewal cost of \$1,393,000 for Fiscal Years 2015 to 2017 is projected to save the City approximately \$59,000 per year versus separate licensing by individual departments.
- In addition to the cost savings benefit, the Agreement will result in efficiency gains from centralized maintenance contract management and Citywide coordination of the GIS platform.

#### **Charlotte Business INclusion**

No SBE goal was set for this contract renewal because there are no subcontracting opportunities (Part D: Section 7 of the Charlotte Business INclusion Policy).

#### **Funding**

Various Departments' Operating Budget

### 36. Refund of Property and Business Privilege License Taxes

- Action:**
- A. Adopt a resolution authorizing the refund of property taxes assessed through clerical or assessor error in the amount of \$37,756.54, and
  - B. Adopt a resolution authorizing the refund of business privilege license payments in the amount of \$9,479.71.

**Staff Resource(s):** Sherry Hite, Finance

#### **Explanation**

- Property tax refunds are provided to the City by Mecklenburg County due to clerical or assessor error or as a result of appeals.
- Business privilege license tax refunds are provided to the City by Mecklenburg County.

#### **Attachment 15**

[List of Refunds Resolution](#)

### 37. Meeting Minutes

- Action:** Approve the titles, motions, and votes reflected in the Clerk's record as the minutes of:
- March 24, 2014                      Citizens Forum & Business Meeting
  - April 9, 2014                         Budget Workshop
  - April 14, 2014                        Business Meeting

## PROPERTY TRANSACTIONS

### 38. Property Transactions

<b>Action:</b>	<b>Approve the following property transactions (A-C).</b>
----------------	---

- The City has negotiated in good faith to acquire the properties set forth below.
- For acquisitions, the property owner and staff have agreed on a price based on appraisals and/or estimates.
- In the case of condemnations, the value was established by an independent, certified appraisal followed by a third-party appraisal review.
- Real Estate staff diligently attempts to contact all property owners by:
  - Sending introductory letters via regular and certified mail;
  - Making several site visits;
  - Leaving door hangers and business cards;
  - Seeking information from neighbors;
  - Searching the internet;
  - Obtaining title abstracts; and
  - Leaving voice messages.
- For most condemnation cases, City staff and the property owner(s) have been unable to reach a settlement. In some cases, condemnation is necessary to ensure a clear title to the property.
- If City Council approves the resolutions, the City Attorney's Office will initiate condemnation proceedings. As part of the condemnation process, real estate staff and the City Attorney's Office will continue to negotiate, including court-mandated mediation, in an attempt to resolve the matter. Most condemnation cases are settled by the parties prior to going to court.
- If a settlement cannot be reached, the case will proceed to trial before a judge or jury to determine "just compensation."
- Full text of each resolution is on file with the City Clerk's Office.
- The definition of *easement* is a right created by grant, reservation, agreement, prescription, or necessary implication, which one has in the land of another, it is either for the benefit of land, such as right to cross A to get to B, or "in gross", such as public utility easement.
- The definition of *fee simple* is an estate under which the owner is entitled to unrestricted powers to dispose of the property, and which can be left by will or inherited, commonly, synonym for ownership.

## Acquisitions

- A. **Project:** McAlway/Churchill Storm Drainage Improvement Project, Parcel #18  
**Owner(s):** Raven Homes, LLC  
**Property Address:** 500 Ashworth Road  
**Total Parcel Area:** 23,047 sq. ft. (0.529 ac.)  
**Property to be acquired by Easements:** 3,872 sq. ft. (.089 ac.) in Storm Drainage Easement, plus 1,140 sq. ft. (.026 ac.) in Temporary Construction Easement  
**Structures/Improvements to be impacted:** None  
**Landscaping to be impacted:** Trees  
**Zoned:** R-4  
**Use:** Single-family Residential  
**Tax Code:** 157-095-17  
**Purchase Price:** \$39,100  
**Council District:** 1
- B. **Project:** McAlway/Churchill Storm Drainage Improvement Project, Parcel #71  
**Owner(s):** Ian Kovacevich and Heather Kovacevich  
**Property Address:** 235 Meadowbrook Road  
**Total Parcel Area:** 17,243 sq. ft. (0.396 ac.)  
**Property to be acquired by Easements:** 3,363 sq. ft. (.077 ac.) in Storm Drainage Easement  
**Structures/Improvements to be impacted:** None  
**Landscaping to be impacted:** Trees  
**Zoned:** R-3  
**Use:** Single-family Residential  
**Tax Code:** 181-012-18  
**Purchase Price:** \$100,575  
**Council District:** 6
- C. **Project:** McAlway/Churchill Storm Drainage Improvement Project, Parcel #79  
**Owner(s):** Eric A. Lewis and Catherine M. Lewis  
**Property Address:** 4014 Churchill Road  
**Total Parcel Area:** 69,420 sq. ft. (1.594 ac.)  
**Property to be acquired by Easements:** 8,112 sq. ft. (.186 ac.) in Storm Drainage Easement, plus 13,625 sq. ft. (.313 ac.) in Temporary Construction Easement  
**Structures/Improvements to be impacted:** None  
**Landscaping to be impacted:** Trees  
**Zoned:** R-3  
**Use:** Single-family Residential  
**Tax Code:** 157-085-22  
**Purchase Price:** \$45,550  
**Council District:** 1



## 39. Reference – Charlotte Business INClusion Policy



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

### Part A: Administration & Enforcement

**Appendix Section 18: Contract:** For the purposes of establishing an SBE subcontracting goal on a Contract, the following are examples of contract types:

- Any agreement through which the City procures services from a Business Enterprise, other than Exempt Contracts.
- Contracts include agreements and purchase orders for (a) construction, re-construction, alteration and remodeling; (b) architectural work, engineering, testing, construction management and other professional services related to construction; and (c) services of any nature (including but not limited to general consulting and technology-related services).
- Contracts do not include agreements or purchase orders for the purchase or lease of apparatus, supplies, goods or equipment.
- The term "Contract" shall also include Exempt Contracts for which an SBE Goal has been set.
- Financial Partner Agreements, Development Agreements, and Construction Manager-at-Risk Agreements shall also be deemed "Contracts," but shall be subject to the provisions referenced in the respective Parts of the SBO Program Policy.

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

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

**23.2. No Competitive Process Contracts:** Contracts or purchase orders that are entered into without a competitive process, or entered into based on a competitive process administered by an entity other than the City shall be Exempt Contracts, including but not limited to contracts that are entered into by sole sourcing, piggybacking, buying off the North Carolina State contract, buying from a competitive bidding group purchasing program as allowed under G.S. 143-129(e)(3), or using the emergency procurement procedures established by the North Carolina General Statutes.

**23.3. Managed Competition Contracts:** Managed competition contracts pursuant to which a City Department or division competes with Business Enterprises to perform a City function shall be Exempt Contracts.

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

**23.5. Federal Contracts Subject to DBE Requirements:** Contracts that are subject to the U.S. Department of Transportation Disadvantaged Business Enterprise

Program as set forth in 49 CFR Part 26 or any successor legislation shall be Exempt Contracts.

**23.6. State Contracts Subject to MWBE Requirements:** Contracts for which a minority and women business participation goal is set pursuant to G.S. 143-128.2(a) due to a building project receiving funding from the State of North Carolina shall be Exempt Contracts.

**23.7. Financial Partner Agreements with DBE or MWBE Requirements:** Contracts that are subject to a disadvantaged business development program or minority and women business development program maintained by a Financial Partner shall be Exempt Contracts.

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

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

**23.10. Contracts with Waivers:** Contracts for which the SBO Program Manager or the City Manager waives the SBO Program requirements shall be Exempt Contracts (such as when there are no SBE subcontracting opportunities on a Contract).

**23.11. Special Exemptions:** Contracts where the Department and the Program Manager agree that the Department had no discretion to hire an SBE (e.g., emergency contracts or contracts for banking or insurance services) shall be Exempt Contracts.

**Appendix Section 29: Informal Contracts:** Contracts and purchase orders through which the City procures services from a Business Enterprise that fall within one of the following two categories:

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

**29.2. Service Contracts That Are Less Than or Equal To \$100,000:** Service Contracts that are estimated to require a total expenditure of City funds less than or equal to \$100,000.

## **Part B: Formal Construction Bidding**

**Part B: Section 2.1:** When the City Solicitation Documents for a Construction Contract contain an SBE Goal, each Bidder must either: (a) meet the SBE Goal, or (b) comply with the Good Faith Negotiation and Good Faith Efforts requirements. Failure to do so

constitutes grounds for rejection of the Bid. The City Solicitation Documents will contain certain forms that Bidders must complete to document having met these requirements.

**Part B: Section 2.4: No SBE Goal When There Are No SBE Subcontracting Opportunities.**

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

**Part C: Services Procurement**

**Part C: Section 2.2:** When the City Solicitation Documents for a Service Contract do not contain an SBE Goal, each Proposer must negotiate in good faith with each SBE that responds to the Proposer's solicitations and each SBE that contacts the Proposer on its own accord. Additionally, the City may negotiate a Committed SBE Goal with the successful Proposer after the Proposal Opening.

**Part C: Section 2.4: No SBE Goal When There Are No SBE Subcontracting Opportunities.**

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

**Part D: Post Contract Award Requirements**

**Part D: Section 6: New Subcontractor Opportunities/Additions to Scope, Contract Amendments**

If a Contractor elects to subcontract any portion of a Contract that the Contractor did not previously identify to the City as a subcontracting opportunity, or if the scope of work on a Contract increases for any reason in a manner that creates a new SBE subcontracting opportunity, the City shall either:

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

## 40. Reference – Property Transaction Process

### Property Transaction Process Following Council Approval for Condemnation

The following overview is intended to provide further explanation for the process of property transactions that are approved by City Council for condemnation.

Approximately six weeks of preparatory work is required before the condemnation lawsuit is filed. During this time, City staff continues to negotiate with the property owner in an effort to reach a mutual settlement.

- If a settlement is reached, the condemnation process is stopped and the property transaction proceeds to a real estate closing.
- If a settlement cannot be reached, the condemnation lawsuit is filed. Even after filing, negotiations continue between the property owner and the City's legal representative. Filing of the condemnation documents allows:
  - The City to gain access and title to the subject property so the capital project can proceed on schedule.
  - The City to deposit the appraised value of the property in an escrow account with the Clerk of Court. These funds may be withdrawn by the property owner immediately upon filing, and at any time thereafter, with the understanding that additional funds transfer may be required at the time of final settlement or at the conclusion of litigation.
- If a condemnation lawsuit is filed, the final trial may not occur for 18 to 24 months; however, a vast majority of the cases settle prior to final trial. The City's condemnation attorney remains actively engaged with the property owner to continue negotiations throughout litigation.
  - North Carolina law requires that all condemnation cases go through formal non-binding mediation, at which an independent certified mediator attempts to facilitate a successful settlement. For the minority of cases that do not settle, the property owner has the right to a trial by judge or jury in order to determine the amount of compensation the property owner will receive.



# Greater Charlotte

Big city opportunities, small town feel



Photo: Gary P. Carter

## Livability Vision for the Future

# Greater Charlotte is home.

Home to generations of families and cultures from all over the world. Home to neighborhoods that blend thriving businesses with natural landscapes. Home to endless opportunities for all, **where good people make great things happen.**



As we pursue our livability vision, we embrace the following **Guiding Principles**:



### WELCOMING

We are a hospitable destination for those seeking opportunity.



### CONNECTED

We are physically and socially linked to one another.



### INCLUSIVE

We celebrate our differences and see them as strengths that bind us together.



### READY

We provide opportunities for learning and applying new skills—in school, on the job, and throughout our lives.



### HEALTHY

We protect the foundation of our community—our residents and the environment.



### RESILIENT

We collaborate and innovate in the face of a changing environment, evolving economy, and diversifying culture.



# CONNECT Our Future and Mecklenburg Livable Communities Plan Initiatives

## What is CONNECT Our Future?

**What** – CONNECT Our Future is a collaborative three-year process in which communities, counties, businesses, educators, non-profits and other organizations in the 14-county bi-state region create a regional growth framework.

**How** – The regional growth framework is developed through extensive community engagement and built on what communities identify as existing conditions, future plans and needs, and potential strategies. It considers job growth and workforce development, housing, transportation, economic development, water quality and quantity, local foods industry, energy, air quality and public health disparities.

**Outcome** – Residents' input from throughout the region will be used to identify a preferred growth scenario and strategies, tools, and national best practices, to create a regional growth framework. It will be completed in December for voluntary use by local governments.



Vibrant Communities – Robust Region

## What is the Mecklenburg Livable Communities Plan Initiative?

**What** – The Mecklenburg Livable Communities Plan initiative is a year-and-a half process to develop a resident-based vision and subsequent action plan for long-term quality of life in Mecklenburg County.

**How** – The plan will link existing plans addressing land use, economic development, community health, education of youth and adults, environmental health and various other strategic initiatives both in the public and private sectors. The vision and plan will address the interplay of health; safety; economic security; natural environment; education and youth; community character and culture; transportation; housing, and leadership.

**Outcome** – A vision and action plan with strategies and measurable outcomes will be completed for local government adoption by February 2015.



**Mecklenburg Livable  
Communities Plan**

## How are they Different?

**Geographical Scope** – CONNECT includes a 14-county bi-state region and the residents and needs of all of those communities; Mecklenburg Livable Communities includes the county, its residents and communities.

**Content** – CONNECT is a regional framework for growth; Mecklenburg Livable Communities focuses on issues specific to the county, some not covered by CONNECT such as K-12 education and arts and culture.

## How are they Complementary?

**Implementing Vision** – The goal of both is to ensure a vision for vibrant communities which contribute to a robust region.

**Utilizes CONNECT Work** – Mecklenburg Livable Communities is not repeating the work of CONNECT such as scenario planning, but where applicable will use and incorporate that work.

**Incorporates County Work in Updates** – Future CONNECT updates beyond the three-year development of the framework for growth anticipates updates incorporating subsequent local government planning, such as the Mecklenburg County Livable Communities Plan.

CONNECT Our Future contact:

**Sushil Nepal, Project Manager**

Centralina Council of Governments

525 N. Tryon St., 12th floor • Charlotte, NC 28202 • (704) 688-6509

[ConnectOurFuture.org](http://ConnectOurFuture.org)

Mecklenburg Livable Communities Plan contact:

**Heidi Pruess, CEP**

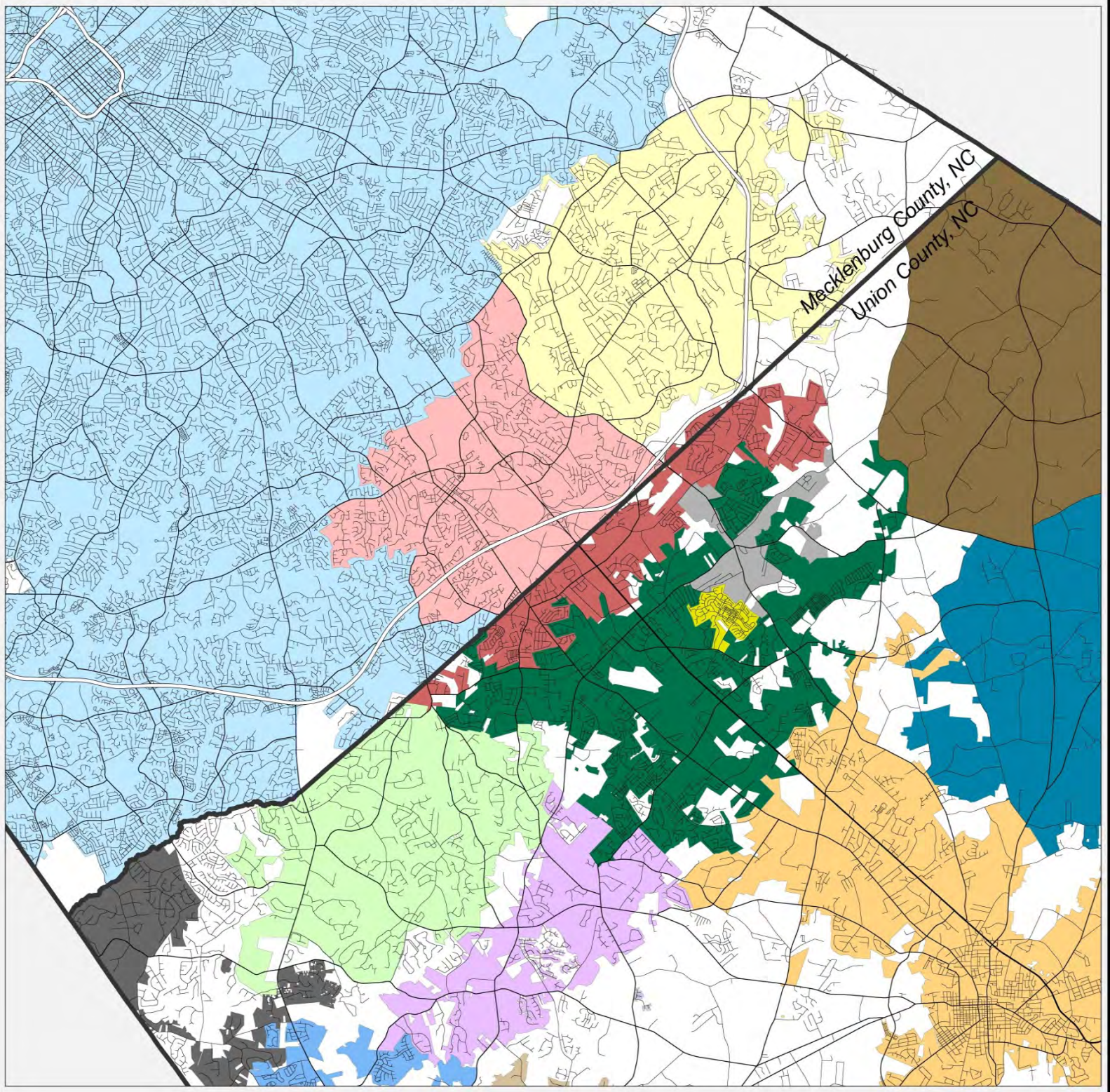
Community Plan and Sustainability Officer













Mecklenburg County, Charlotte, NC 28202 • (704) 336-5597

[charmeck.org/livablecommunities](http://charmeck.org/livablecommunities)



# Mecklenburg County / Union County, NC Political Boundaries



- |  |   |  |
|--|---|--|
|  Charlotte City Limits    |  Marvin Town Limits          |  Stallings Town Limits     |
|  Fairview Town Limits     |  Matthews Town Limits        |  Unionville Town Limits    |
|  Hemby Bridge Town Limits |  Mineral Springs Town Limits |  Waxhaw Town Limits        |
|  Indian Trail Town Limits |  Mint Hill Town Limits       |  Weddington Town Limits    |
|  Lake Park Town Limits    |  Monroe City Limits          |  Wesley Chapel Town Limits |



NORTH CAROLINA

MECKLENBURG AND UNION COUNTIES

## ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the Town of Weddington (hereinafter “Weddington”), being a duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Weddington.  
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Union County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is July 1, 2014.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the



boundaries of the area which the annexing party has agreed not to annex pursuant to this Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Either party may waive, at its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body; provided that, the Mayor of Charlotte is hereby duly authorized to waive said requirements on behalf of Charlotte; and provided further that, the Mayor of Weddington is hereby duly authorized to waive said requirements on behalf of Weddington.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Weddington waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Weddington may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Weddington does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Weddington of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Weddington, whichever date is later.

6. From and after the effective date of this Agreement, neither party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act or this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of the parties, approved by the ordinance of their governing boards and executed by their respective Mayors and spread upon their respective minutes.

13. The parties acknowledge that development occurring along the Mecklenburg/Union County line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The parties anticipate that additional development along the County Line may occur with similar results. The parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding the terms of this Agreement, it is understood and agreed that any of the parties may propose to amend this Agreement to permit one of the Union County parties to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tracts in Union County under circumstances that the parties agree are appropriate. Each party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

---

Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

TOWN OF WEDDINGTON

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

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

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE TOWN OF WEDDINGTON**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on May 27, 2014 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Weddington is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on July 1, 2014.

Adopted this 27<sup>th</sup> day of May, 2014.

CITY OF CHARLOTTE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

NORTH CAROLINA

MECKLENBURG AND UNION COUNTIES

## ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the Village of Marvin (hereinafter “Marvin ”), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Marvin.  
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Union County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is July 1, 2014.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this

Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Either party may waive, at its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body; provided that, the Mayor of Charlotte is hereby duly authorized to waive said requirements on behalf of Charlotte; and provided further that, the Mayor for the Village of Marvin is hereby duly authorized to waive said requirements on behalf of Marvin.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Marvin waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Marvin may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Marvin does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Marvin of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Marvin, whichever date is later.

6. From and after the effective date of this Agreement, neither party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act or this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of the parties, approved by the ordinance of their governing boards and executed by their respective Mayors and spread upon their respective minutes.

13. The parties acknowledge that development occurring along the Mecklenburg/Union County line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The parties anticipate that additional development along the County Line may occur with similar results. The parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding the terms of this Agreement, it is understood and agreed that any of the parties may propose to amend this Agreement to permit one of the Union County parties to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tracts in Union County under circumstances that the parties agree are appropriate. Each party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

---

City Attorney

VILLAGE OF MARVIN

---

Mayor

ATTEST:

---

Village Clerk

APPROVED AS TO FORM:

---

Village Attorney



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

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE VILLAGE OF MARVIN**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on May 27, 2014 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the Village of Marvin is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on July 1, 2014.

Adopted this 27<sup>th</sup> day of May, 2014.

CITY OF CHARLOTTE

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

NORTH CAROLINA

MECKLENBURG AND UNION COUNTIES

## ANNEXATION AGREEMENT

WHEREAS, the City of Charlotte (hereinafter “Charlotte”) and the Town of Stallings (hereinafter “Stallings”), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to the participating municipalities and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter “Act”) authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for ten (10) years after its effective date.
3. a) Attached hereto and incorporated herein by reference is Exhibit A which describes a portion of Mecklenburg County. No portion of the area described in Exhibit A is subject to annexation by Stallings.  
b) Attached hereto and incorporated herein by reference is Exhibit B which describes a portion of Union County. No portion of the area described in Exhibit B is subject to annexation by Charlotte.
4. The effective date of this Agreement is July 1, 2014.
5. a) At least sixty (60) days before the adoption of any annexation ordinance by a party, the party which is considering annexation shall give notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to: the boundaries of the area which the annexing party has agreed not to annex pursuant to this

Agreement; roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.

b) Either party may waive, at its sole and absolute discretion, the notice requirements of Paragraph 6(a) above and the Act. Such waiver may be made by the party's governing body or by any official or employee of the party designated by resolution of the party's governing body; provided that, the Mayor of Charlotte is hereby duly authorized to waive said requirements on behalf of Charlotte; and provided further that, the Mayor for the Town of Stallings is hereby duly authorized to waive said requirements on behalf of Stallings.

c) Any waiver authorized by Paragraph 5(b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

d) So long as Charlotte does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit B, Stallings waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Charlotte of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit B. Stallings may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Charlotte, whichever date is later.

e) So long as Stallings does not take any action by ordinance or resolution to annex any portion of the area described in Exhibit A, Charlotte waives the notice requirements of Paragraph 5(a). Under no circumstances may this Paragraph be construed to relieve Stallings of the obligation to give notice of any proposed annexation of any portion of the area described in Exhibit A. Charlotte may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Stallings, whichever date is later.

6. From and after the effective date of this Agreement, neither party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, neither party may annex all or any portion of any area in violation of the Act or this Agreement.

7. Nothing in the Act or this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

8. Any party, which shall believe that a violation of the Act or this Agreement has occurred, shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

9. The provisions of this Agreement may only be amended or terminated upon the written agreement of the parties, approved by the ordinance of their governing boards and executed by their respective Mayors and spread upon their respective minutes.

13. The parties acknowledge that development occurring along the Mecklenburg/Union County line ("County Line") has resulted in some developed lots and tracts being split by the County Line. The parties anticipate that additional development along the County Line may occur with similar results. The parties acknowledge the need from time to time to re-consider the appropriateness of using the County Line as the limit of their respective corporate boundaries under all circumstances. Notwithstanding the terms of this Agreement, it is understood and agreed that any of the parties may propose to amend this Agreement to permit one of the Union County parties to annex one or more lots and tracts in Mecklenburg County and to permit Charlotte to annex one or more lots and tracts in Union County under circumstances that the parties agree are appropriate. Each party acknowledges that the provisions of this paragraph are not enforceable, but that all remaining provisions of this Agreement are fully enforceable in accordance with their terms and applicable law.

CITY OF CHARLOTTE

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Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

TOWN OF STALLINGS

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Town Attorney

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

**AN ORDINANCE APPROVING ANNEXATION AGREEMENT BETWEEN THE CITY OF CHARLOTTE AND THE TOWN OF STALLINGS**

WHEREAS, all of the prerequisites to the adoption of this ordinance prescribed in Chapter 160A, Article 4A, Part 6 of the North Carolina General Statutes have been met; and

WHEREAS, the City Council has taken into consideration the statement presented at the public hearing held on May 27, 2014 on the proposed Annexation Agreement; and

WHEREAS, the City Council has concluded and hereby declares that it is appropriate and desirable for the City of Charlotte to enter into the Agreement;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina that:

Section 1. The proposed Annexation Agreement between the City of Charlotte and the Town of Stallings is hereby approved and ratified and the Mayor of the City of Charlotte is directed to execute the Agreement on behalf of the City of Charlotte to become effective as provided therein.

Section 2. The approved Agreement is attached to this ordinance and is incorporated herein, and this ordinance and the Agreement shall be spread upon the minutes of this meeting.

Section 3. This approving ordinance shall take effect on July 1, 2014.

Adopted this 27<sup>th</sup> day of May, 2014.

CITY OF CHARLOTTE

By: \_\_\_\_\_

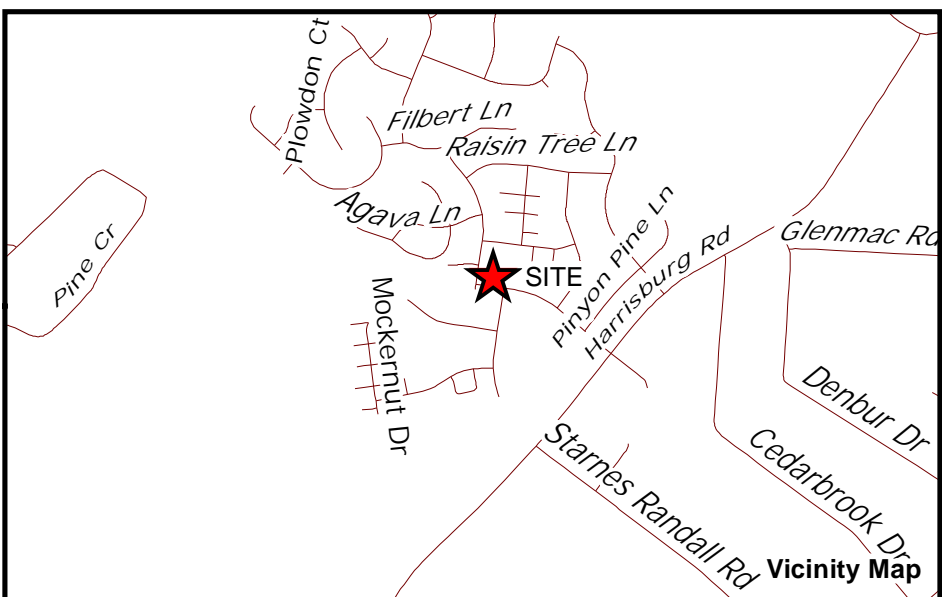
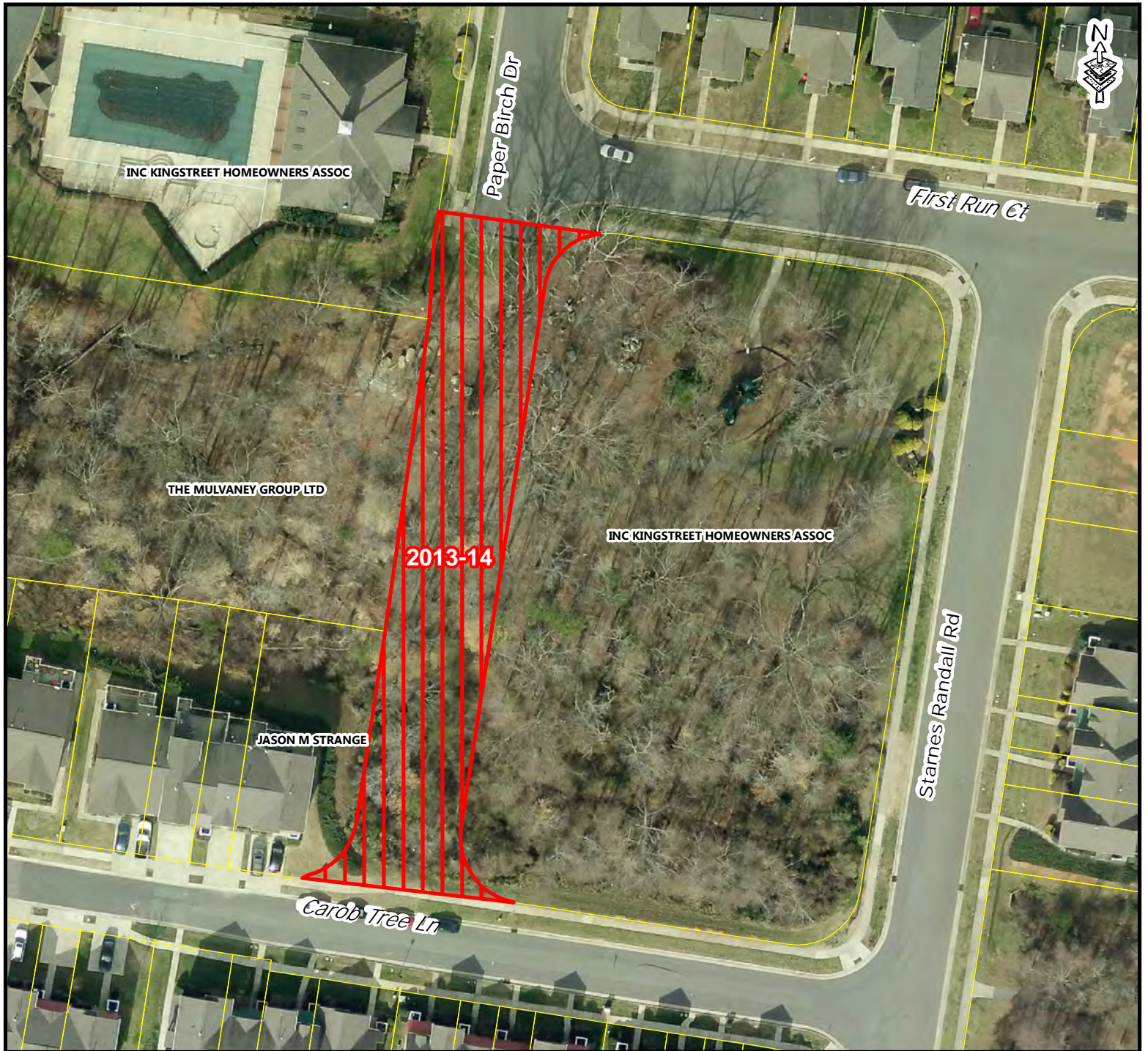
ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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






**CITY OF CHARLOTTE  
DEPARTMENT OF TRANSPORTATION**

Development Services Division

Right-of-Way Abandonment Petition 2013-14

A portion of Paper Birch Drive

Right-of-Way Abandonment Area 

RESOLUTION CLOSING A RESIDUAL PORTION PAPER BIRCH DRIVE IN THE CITY OF CHARLOTTE,  
MECKLENBURG COUNTY, NORTH CAROLINA

---

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

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

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

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

WHEREAS, and easement for storm water shall be reserved in favor of the City of Charlotte to provide storm water conveyance, as shown on the attached map marked "Exhibit A"; and

WHEREAS, the public hearing was held on the 27<sup>th</sup> day of May, 2014, and City Council determined that the closing of a portion of Paper Birch Drive is not contrary to the public interest, and that no individual, firm or corporation owning property in the vicinity thereof will be deprived of reasonable means of ingress and egress to his or its property.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Charlotte, North Carolina at its regularly assembled meeting of May 27, 2014, that the Council hereby orders the closing of a portion of Paper Birch Drive in the City of Charlotte Mecklenburg County, North Carolina as shown in the map marked "Exhibit A", and is more particularly described by metes and bounds in the document marked "Exhibit B", all of which are attached hereto and made a part hereof.

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





- Receives all sales tax revenue and allocates a portion of this revenue to the Operating Fund. Sales tax revenue reflects a 3.5% increase vs. FY2014 budget.
- Receives grant revenue that pays for eligible debt service costs
- Budgets for payment of debt services costs
- Transfers \$2.6 million to the (Debt) Revenue Reserve Fund

The FY2015 Transit Operating Budget:

- Includes a base fare increase of \$0.20 effective July 1, 2014
- Receives an sales tax allocation of \$61,598,838 from the Transit Debt Service Fund
- Reflects a 3.6% growth in annual operating and maintenance (O&M) costs
- Adds 6,150 bus revenue service hours, which are partially funded by Federal funds
- Adds 20 regular (100%) positions and four permanent part-time (75%) positions which equal a total of 23 FTE's. This results in CATS FY2015 staffing of 358 regular positions and 25 permanent part-time (75%) positions.

The FY2015-FY2019 Community Investment Plan focuses on:

- Asset Maintenance
- Construction of the LYNX Blue Line Extension
- Transit Bridge Program
- Upgrades to the radio system and fare boxes

**ATTACHMENT(S):**

- 1) Attachment 1-Budget Summary
- 2) Attachment 2-Financial Performance Objectives
- 3) Attachment 3-Service (Operations) Changes
- 4) Attachment 4-Operating Income
- 5) Attachment 5-Transit and Debt Fund Program Detail
- 6) Attachment 6-Staffing Summary
- 7) Attachment 7-CIP Revenue
- 8) Attachment 8- CIP Expenses
- 9) Attachment 9-Jurisdictional Data

SUBMITTED AND RECOMMENDED BY:




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**Carolyn A. Flowers**  
**Chief Executive Officer, Charlotte Area Transit System**  
**Director of Public Transit, City of Charlotte**

**Budget Summary**

	<b>FY2013 Actual</b>		<b>FY2014 Budget</b>		<b>FY2015 Proposed</b>
<b>SALES TAX FUND</b>					
<b>INCOME</b>					
Half-Percent Sales Tax*	\$	66,505,000	\$	70,615,000	\$ 73,087,000
<b>EXPENSE</b>					
Transfer to Operating Fund*		55947899	\$	55,051,815	\$ 61,598,838
Transfer to Debt Service Fund	\$	10,557,101	\$	13,049,185	\$ 8,886,162
Transfer to Revenue Reserve Fund			\$	2,500,000	\$ 2,602,000
	\$	66,505,000	\$	70,615,000	\$ 73,087,000
<b>OPERATING FUND</b>					
<b>INCOME</b>					
Maintenance Of Effort	\$	18,599,366	\$	19,157,347	\$ 19,732,068
Operating Revenue	\$	29,112,084	\$	32,765,091	\$ 32,563,197
Sales Tax Allocation from Sales Tax F	\$	55,947,899	\$	55,051,815	\$ 61,598,838
Operating Assistance	\$	11,962,921	\$	12,934,072	\$ 12,679,834
Other	\$	4,858,194	\$	2,977,333	\$ 3,855,598
<i>Operating Income</i>	\$	120,480,463	\$	122,885,658	\$ 130,429,535
<b>EXPENSE</b>					
Transportation Services	\$	102,720,940	\$	111,955,068	\$ 115,008,559
Transit Development	\$	2,539,678	\$	3,211,780	\$ 2,548,719
Marketing and Communications	\$	2,570,961	\$	2,928,147	\$ 3,286,858
Executive and Administration	\$	8,351,353	\$	8,823,542	\$ 9,057,388
Transfers to Eligible Projects in CIP (9)	\$	(13,307,408)	\$	(16,673,178)	\$ (15,694,585)
<i>Operating Expense</i>	\$	102,875,525	\$	110,245,360	\$ 114,206,940
Transfer to Capital Programs	\$	17,604,938	\$	12,640,298	\$ 16,222,595
<i>Total Expense</i>	\$	120,480,463	\$	122,885,658	\$ 130,429,535
<b>DEBT SERVICE FUND</b>					
<b>INCOME</b>					
BLE Debt Proceeds/FFGA/SFFGA				\$	4,468,000
Federal Formula Grant	\$	4,402,000	\$	5,427,318	\$ 5,455,000
Premium on Sale of Debt	\$	15,000	\$		\$ 1,954,000
Transfer from Sales Tax Fund-5301	\$	10,557,101	\$	13,049,185	\$ 8,886,162
Transfer from Sales Tax Fund-5801	\$		\$	2,500,000	\$ 2,602,000
	\$	14,974,101	\$	20,976,503	\$ 23,365,162
<b>EXPENSE</b>					
Debt Retirement	\$	6,350,000	\$	6,375,000	\$ 4,415,000
Interest on Debt	\$	8,609,101	\$	12,017,000	\$ 14,305,162
Fees				\$	89,000
Cost of Sale of Debt	\$	15,000	\$		\$ 1,954,000
Transfer to Revenue Reserve Fund -5801			\$	2,500,000	\$ 2,602,000
	\$	14,974,101	\$	20,976,503	\$ 23,365,162
<b>REVENUE SERVICE FUND</b>					
<b>INCOME</b>					
Transfer From Sales Tax Fund			\$	2,500,000	\$ 2,602,000
<b>EXPENSE</b>					
Balance Transfer Forward			\$	2,500,000	\$ 2,602,000
Fund Balance				2500000	5102000

6 Appointed by City Council (C)

2 Appointed by Mayor (M)

5 Recommended by Charlotte Chamber

1 Recommended by National Association of Women Business Owners

1 Recommended by Charlotte-Mecklenburg Black Chamber of Commerce

1 Recommended by Charlotte-Mecklenburg Latin American Chamber of Commerce

1 Recommended by Carolinas Asian-American Chamber of Commerce

1 Certified SBE Recommended by Metrolina Minority Contractors Association

1 Certified SBE Recommended by Hispanic Contractors Association

1 Recommended by Metrolina Native American Association

## BUSINESS ADVISORY COMMITTEE

(20 Members)

**Membership** - Original appointments were made to expire on staggered basis-one, two and three year terms. Terms thereafter are for three years with no member serving more than two consecutive terms. Six members appointed by City Council; five members recommended by the Charlotte Chamber (one from each Area Council) and affirmed by City Council; one member recommended by the Manufacturer's Council and affirmed by City Council; and one member recommended by the Arrowood Association and affirmed by City Council. Mayor appoints Chair.

On December 13, 2010, City Council changed the structure of the Committee to add a specific focus on small business. These changes increased the committee members to twenty (20) with membership from designated industry sectors, including energy, financial services, health care, technology and transportation/logistics. The seats held by Arrowood Association and the Manufacturer's Council were removed with their representation now thru either the Chamber or the industry sectors. The focus on small businesses was increased by adding members from the certified SBE community as recommended by the Metrolina Minority Contractors Association and the Hispanic Contractors Association. Additional small business focus includes representation from National Association of Women Business Owners, Charlotte Mecklenburg Black Chamber of Commerce, Charlotte Mecklenburg Latin American Chamber of Commerce, the Carolinas Asian American Chamber of Commerce and the Metrolina Native American Association.

**Responsibilities** - Provide recommendations and advice to City Council on ways the City can help business in Charlotte; provide a forum for businesses to raise issues; discuss and have input into City policy responses to these issues; provide input and advice to business retention planning efforts and implementation of the Business Retention Plan; keep City Council and Key Business Executives abreast of changes in business and business climate, and how that might affect business-government relations and needs of public services.

Member Name	Appt. Legend	Dist.	Appt. Date	Reappt. Date	Term	Expir. Date
* Chairman	By					
<b>Asian American C of C</b>						
Nimish Bhatt A/M	C	5	01/24/2011		3 yrs	04/28/2014
<b>Black Chamber</b>						
Veronica Giles B/F	C	2	01/24/2011		3 yrs	04/28/2014
<b>Minority Contractors</b>						
Michael High B/M	C	5	01/24/2011		3 yrs	04/28/2014
<b>Charlotte Chamber</b>						
Wil Brooks B/M	C	5	04/09/2012		3 yrs	04/28/2015
Virginia Noelle DeAtley W/F	C	1	04/09/2012		3 yrs	04/28/2015
G. Wesley Jones W/M	C	7	06/28/2010	04/08/2013	3 yrs	04/28/2016

Member Name			Appt.	Legend	Dist.	Appt.	Reappt.	Term	Expir.
* Chairman			By			Date	Date		Date
Michael	Orzech	W/M	C		4	04/28/2008	04/11/2011	3 yrs	04/28/2014
Jonathan	Utrup	W/M	C		4	02/13/2012		Unexp	04/28/2014
<b><u>Council</u></b>									
Linda	Daniel	W/F	C		Y	09/22/2008	04/11/2011	3 yrs	04/28/2014
Nalan	Karakaya-Mulder	W/F	C		7	04/27/2009	04/23/2012	3 yrs	04/28/2015
Saeed	Moghadam	W/M	C		7	11/14/2011	04/22/2013	3 yrs	04/28/2016
Todd	Paris	W/M	C		7	01/08/2007	04/23/2012	3 yrs	04/28/2015
Edward	Peugh	W/M	C		4	01/13/2014	04/28/2014	3 yrs	04/28/2017
Gregory	Wiley	W/M	C		6	04/22/2013		3 yrs	04/28/2016
<b><u>Hispanic Contractors</u></b>									
Julio	Barriga	H/M	C		7	01/24/2011		3 yrs	04/28/2014
<b><u>Latin American Chamber</u></b>									
Julio	Colmenares	H/M	C		7	01/24/2011		3 yrs	04/28/2014
<b><u>Mayor</u></b>									
John	Bradberry	/M	M		1	06/07/2011	05/29/2013	3 yrs	04/30/2016
Manoj	Govindan	/M	M		5	06/03/2013		Unexp	04/28/2016
<b><u>Native American Assoc</u></b>									
Walter	Baucom	O/M	C		5	02/14/2011		3 yrs	04/28/2014
<b><u>NAWBO</u></b>									
Colleen	Brannan	W/F	C		1	01/24/2011		3 yrs	04/28/2014

# **CITY COUNCIL**



<b>First Name:</b>	Sean
<b>Last Name:</b>	Gautam
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District)</b>	6
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Asian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I am a passionate advocate for the arts, tourism and business as they are very important for Charlotte. By serving on a board, I can help to bring ideas based on my extensive business and community experience. I also believe in giving back to the Charlotte community in which my family lives. We need strong community involvement to ensure the Charlotte continues to grow and thrive. I want to help.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	I have a law degree, MBA and business experience. As an entrepreneur I understand how to achieve goals and objectives by having a strong vision. I serve on the board of Opera Carolina, Charlotte International Cabinet and I am currently the president of a Rotary club. I have served in many leadership capacities. I am also an alum of Arts & Science Council's 'Cultural Leadership Training' program.
<b>List any boards you are currently serving on:</b>	Board of Directors, Opera Carolina Advisory Board, Charlotte International Cabinet
<b>List any boards you have served on in the past:</b>	PTA Board, Waddell Language Academy
<b>Current Employer:</b>	Intelligrity Capital Management, LLC
<b>Job Title:</b>	President
<b>Brief Description of Duties: (Max 250 characters)</b>	Run and manage investment advisory business providing investment solutions to individuals and families. Duties include all facets of running a business.
<b>Other Employment History: (Max 250 characters)</b>	CFO and SVP of a national consulting firm in DC area for 10 years.
<b>Education:</b>	Graduate School
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

<b>First Name:</b>	DeAlva
<b>Last Name:</b>	Glenn
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	7
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Female
<b>Race/ Ethnic Background:</b>	African American
<b>Why are you interested in serving on these boards/ committees? (Max 400 characters)</b>	As a business owner and former corporate leader I am interested in actively supporting the city's efforts to provide a framework, policy and resources to promote small business success and growth in Charlotte.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)</b>	I offer insight and experience from the perspective of both a small business owner, and that of corporate governance. I have experience building businesses. During my time in corporate America, I actively sought roles that were entrepreneurial in nature, within a corporate structure. I am passionate about supporting organizations through change to realization of long-term goals.
<b>List any boards you are currently serving on:</b>	Patricia H. Williams Foundation for Breast Cancer Awareness Dress for Success Ultimate Power Lunch
<b>List any boards you have served on in the past:</b>	Harvey B. Gantt Center Board and Vice-Chair UNC Charlotte Athletic Foundation Board Arts & Science Council Fundraising Cabinet New Generation for African-American Philanthropists Advisory Board
<b>Current Employer:</b>	D. Wilson Agency
<b>Job Title:</b>	President and CEO
<b>Brief Description of Duties: (Max 400 characters)</b>	Full responsibility for business consulting, training and executive coaching firm servicing small to mid-sized business, organizations, professional athletes and seasoned professionals. Full responsibility for business development, product development and strategic direction of the company.
<b>Other Employment History: (Max 250 characters)</b>	Wake Forest University, Talent Placement Executive, School of Business, Winston Salem, NC (Current Position) Ally Bank, Global Marketing Director of Strategy and Governance (2011)
<b>Education:</b>	Graduate School
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	



<b>First Name:</b>	Sy
<b>Last Name:</b>	King
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	6
<b>Political Affiliation:</b>	Republican
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I've lived in Charlotte a little over 2 years now, and I'd like to become more involved in the community. I'm a firm believer in giving back and serving. It's my goal to make thi my home and and supporting Charlotte as it continues to grow.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	I have a strong background in Finance, Health care, operations and Information Technology.
<b>List any boards you are currently serving on:</b>	Greater Charlotte Healthcare Executive Group Board - Vice Chair of Finance Committee Proficient Health - Advisory Board Member Encounter Charlotte Planning Committee
<b>List any boards you have served on in the past:</b>	Winston Salem Chamber of Commerce - Technology Committee CareNet
<b>Current Employer:</b>	Solstas Lab Partners
<b>Job Title:</b>	Area Vice President
<b>Brief Description of Duties: (Max 250 characters)</b>	
<b>Other Employment History: (Max 250 characters)</b>	Novant Health
<b>Education:</b>	Graduate School
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

<b>First Name:</b>	Ben
<b>Last Name:</b>	smith
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	6
<b>Political Affiliation:</b>	Republican
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I am interested in giving back to the community that help me become the man, father and citizen I have become. I would enjoy the opportunity to work with other citizens and offer insight and accountability to this role.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	Graduate of CMS public schools and a 11yr employee of Rubbermaid. I have experience in marketing, sales, finance, sport sponsorship, and retail. I work with one of our region's largest employers (Lowes) and am a graduate of Leadership Charlotte.
<b>List any boards you are currently serving on:</b>	CPCC Student Advisory Committee (Construction Tec)
<b>List any boards you have served on in the past:</b>	Newell Rubbermaid Investing in the Community Board (2010-13) Founding Member.
<b>Current Employer:</b>	Newell Rubbermaid
<b>Job Title:</b>	Sr. Trade Sales and Marketing Manager
<b>Brief Description of Duties: (Max 250 characters)</b>	Manage over \$220m in sale revenue through our current retail and hardware footprint. Develop sales and marketing promotions, PNL management, inventory planning, and strategy for over 150 customers.
<b>Other Employment History: (Max 250 characters)</b>	I am an 11yr employee of Rubbermaid in various positions. Started in entry account sales in Va and have been promoted to various positions in sales, marketing, and sponsorship mkt. Work with major customers such as Lowes and national dist.
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	



<b>First Name:</b>	Chelsea
<b>Last Name:</b>	Weavil
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District)</b>	1
<b>Political Affiliation:</b>	Independent
<b>Gender:</b>	Female
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I am interested in both of these boards because I want to be abreast to new growth coming into Charlotte. I am a strong advocate for the city and would like to become more involved in promoting all that Charlotte has to offer.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	
<b>List any boards you are currently serving on:</b>	
<b>List any boards you have served on in the past:</b>	
<b>Current Employer:</b>	Quest Diagnostics
<b>Job Title:</b>	Client Technology Executive
<b>Brief Description of Duties: (Max 250 characters)</b>	Liaison between sales, clients, and information technology.
<b>Other Employment History: (Max 250 characters)</b>	Client Relationship Specialist, Client Product Specialist, and Membership Services Coordinator for a non-profit
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

**CHARLOTTE REGIONAL VISITORS AUTHORITY**  
 (13 Members)

**Membership** - On February 28, 2004, Charlotte City Council approved the merger of Visit Charlotte and the Auditorium-Coliseum-Convention Center Authority to form the Charlotte Regional Visitors Authority. The required approval from the State Legislature in the 2004 Short Session was approved June 17, 2004. Initial terms will be staggered with all future terms being for three years. No member may serve more than two consecutive full terms. The Mayor will appoint three at-large members, and one limited service hotel representative. City Council will appoint five at-large members, one small town representative, one convention hotel representative, one restaurant representative, and one member from the general travel category. Background checks will be conducted on citizens nominated to the committee. At the November 26, 2012 Council meeting, Council voted to change one of their at-large seats for a representative of the rental car industry.

**Responsibilities** - Promote Charlotte as a major convention center, fully capable of providing the physical facilities, exhibit spaces, meeting rooms, hotel rooms, and other suitable amenities. Develop a comprehensive program that will promote and establish Charlotte as a tourist destination.

Member Name	Appt. Legend	Dist.	Appt. Date	Reappt. Date	Term	Expir. Date
* Chairman	By					
<b>At-Large</b>						
Charles Allen W/M	C	7	06/27/2011		3 yrs	06/30/2014
Sabrina Brown B/F	C	7	04/23/2012		3 yrs	06/30/2015
Bridget-Anne Hampden B/F	M	6	12/10/2012		3 yrs	06/30/2015
Venessa Harrison B/F	C	6	04/23/2012		3 yrs	06/30/2015
Lawrence Huelsman, Jr. W/M	C	7	04/26/2010	04/08/2013	3 yrs	06/30/2016
Will Miller /	M		07/05/2011		3 yrs	06/30/2014
Russell Sizemore W/M	C	1	06/27/2011		3 yrs	06/30/2014
Mary Tribble /F	M		05/29/2013		3 yrs	06/30/2016
<b>General Travel</b>						
Vinay Patel A/M	C	7	12/04/2009	04/22/2013	3 yrs	06/30/2016
<b>Hotel/Convention</b>						
William DeLoache W/M	C	1	07/22/2013		Unexp	06/30/2014
<b>Limited Service Hotel</b>						
Thomas Henson W/M	M	6	12/02/2013		Unexp	06/30/2016
<b>Town Representative</b>						
Paul Jamison, Sr. W/M	C	Y	06/28/2010	04/11/2011	3 yrs	06/30/2014

**RESTAURANT  
REPRESENTATIVE**



<b>First Name:</b>	Arthur
<b>Last Name:</b>	Gallagher
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	1
<b>Political Affiliation:</b>	Independent
<b>Gender:</b>	
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 400 characters)</b>	I believe that I may be able to bring a level of expertise in the area of restaurants and hospitality to the board.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)</b>	I have served as the president of Johnson & Wales University in Charlotte for over 10 years.
<b>List any boards you are currently serving on:</b>	Leadership Charlotte, Charlotte Mecklenburg Community Foundation, Charlotte Center City Partners, Charlotte Chamber of Commerce Board of Advisors.
<b>List any boards you have served on in the past:</b>	United Way of Central Carolinas, Arts & Science Council, Presbyterian Hospital, Charlotte School of Law, Mecklenburg County Council for Boys Scouts of America.
<b>Current Employer:</b>	Johnson & Wales University
<b>Job Title:</b>	Campus President
<b>Brief Description of Duties: (Max 400 characters)</b>	Chief Executive Officer for regional campus of Johnson & Wales University
<b>Other Employment History: (Max 250 characters)</b>	24 years at Brown University, Providence , R.I.
<b>Education:</b>	Graduate School
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

Restaurant Representative

<b>First Name:</b>	Tom
<b>Last Name:</b>	Sasser
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	3
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I served two terms previously on the CRVA and feel that Charlotte and Mecklenberg County restaurants need a strong voice on the authority. I understand the importance of the board and its mission to serve our city and region.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	I have been the president and owner of Harper's Restaurant Group in Charlotte since 1987. We helped pioneer restaurants in the uptown corridor and also the South Park area. My background and experience uniquely qualify me for the CRVA.
<b>List any boards you are currently serving on:</b>	I currently serve on the NCRLA Charlotte Chapter board and NCRLA state board.
<b>List any boards you have served on in the past:</b>	CRVA, NCRLA
<b>Current Employer:</b>	Harper's Restaurant Group
<b>Job Title:</b>	President/Owner
<b>Brief Description of Duties: (Max 250 characters)</b>	Lead a 6 restaurant company in North and South Carolina.
<b>Other Employment History: (Max 250 characters)</b>	Openend restaurants around the country for the Hillstone Restaurant Group.
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

Restaurant Representative



9 Appointed by City Council (C)  
 1 Recommended by Superintendent of School System (SB)  
 1 Appointed by City Manager (CM)

## NEIGHBORHOOD MATCHING GRANTS FUND

(11 Members)

**Membership** - 3 Neighborhood representatives (e.g. neighborhood organization, community development corporation, business association), 2 non-profit sector representatives, 1 school system employee (recommended by the Superintendent of the Charlotte-Mecklenburg School System), 1 City staff representative (recommended by the City Manager's Office). Two neighborhood and non-profit members shall initially serve 3 year terms. Other members' and subsequent terms shall be for 2 years. On July 27, 1998, City Council approved the expansion of the City Wide Review Team for large grants from seven (7) members to eleven (11) members. The four new members must include two business representatives and two neighborhood representatives from within the program boundaries.

**Responsibilities** - To review applications and determine awards, three times per year, for grants between \$3,000 and \$25,001. To act as an advisory group on issues affecting the Neighborhood Matching Grants Fund.

**Legend**

NPO Non-Profit Organization  
 NOL Neighborhood Organization Leader  
 BR Business Representative  
 NR Neighborhood Representative

Member Name	Appt. By	Legend	Dist.	Appt. Date	Reappt. Date	Term	Expir. Date
<b>* Chairman</b>							
<b>City Manager</b>							
Sarah Richards W/F	CM			09/06/2013		Unexp	04/15/2015
<b>Council</b>							
Kellie Anderson B/F	C	NPO	2	01/28/2013		Unexp	04/15/2014
Clair Craig-Lane B/F	C	NPO	4	11/11/2013		Unexp	04/15/2014
*Jenifer R. Daniels B/F	C	NOL	3	03/08/2010	05/14/2012	2 yrs	04/15/2014
Phillip Davis B/M	C	NR	3	03/08/2010	04/23/2012	2 yrs	04/15/2014
Kim Graham B/F	C	BR	2	04/09/2012	04/15/2012	2 yrs	04/15/2014
Hilary Greenberg W/F	C	NR	6	02/28/2011	04/08/2013	2 yrs	04/15/2015
Karen Labovitz W/F	C	NR	6	05/14/2012		2 yrs	04/15/2014
Jerome Miller B/M	C	BR	3	04/25/2011	04/08/2013	2 yrs	04/15/2015
Will Russell B/M	C	BR	4	11/11/2013		Unexp	04/15/2014
<b>School Superintendent</b>							
ATT/Phyllis Croutch B/F	C		4	10/10/2011	04/23/2012	2 yrs	04/15/2014



**NEIGHBORHOOD  
ORGANIZATIONAL  
LEADER**

<b>First Name:</b>	Thomas
<b>Last Name:</b>	Burch
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	2
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	African American
<b>Why are you interested in serving on these boards/ committees? (Max 400 characters)</b>	Living in Charlotte (born and rasied). If accepted to the board with my training in banking (teamwork). and my love of this City. I feel I can be of some help in recomending guidance to the board.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)</b>	Training in Management (Wachovia). Particapating in my Neighborhood and other local issues that impact the people who live around me.
<b>List any boards you are currently serving on:</b>	None
<b>List any boards you have served on in the past:</b>	None
<b>Current Employer:</b>	self-Employed
<b>Job Title:</b>	
<b>Brief Description of Duties: (Max 400 characters)</b>	
<b>Other Employment History: (Max 250 characters)</b>	Tshimanga Biakabutuka, Adminstrator First Charter, Manager Branch - Eastland Wachovia, Manager Branch - Hovis, Arrowood
<b>Education:</b>	Some College - Morehouse
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

Neighborhood Organizational Leader

<b>First Name:</b>	Deborah
<b>Last Name:</b>	Walker
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District)</b>	6
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Female
<b>Race/ Ethnic Background:</b>	African American
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	I currently have had opportunities to work internationally and this work has refueled my interest in serving on the CIC. It always has been one of the Board's I've wanted to serve on. I served on the CRC (Community Relations Committee) for many years and enjoyed that service experience. Now, I would like to contribute and engage in a broader way.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	Professional trainer and facilitator, skilled at process facilitation, cross-cultural communication, conflict resolution, and problem-solving using a cultural lens. Former member of the CRC, president, Diversity Council of the Carolinas (DCC), Community Facilitator for the Community Building Initiative (CBI); Crossroads Charlotte, and the Levine Museum of the New South.
<b>List any boards you are currently serving on:</b>	NA  FYI: Was selected City of Charlotte's 2014 Martin Luther King, Jr. Medallion Award Winner (January 20, 2014)
<b>List any boards you have served on in the past:</b>	A Place of Hope Cameroon, Inc. Diversity Council of the Carolinas (DCC) Community Association for Community Health Equity (CACHE) Leadership America North Carolina (LANC) Alabama Humanities Foundation The Birmingham Urban League, Inc. International Festival (Birmingham, AL)
<b>Current Employer:</b>	Deborah J. Walker Consulting, LLC
<b>Job Title:</b>	Principal
<b>Brief Description of Duties: (Max 250 characters)</b>	Management consultant focused on organizational development, national and international consultation and training, process facilitation, civic, community, and global engagement.
<b>Other Employment History: (Max 250 characters)</b>	I have been a management consultant in the aforementioned areas since 1986. I have owned firms under my own name (most recently the aforementioned company name) and have been in a long-term consulting relationship with VISIONS, Inc. based in Roxbury, MA. With VISIONS, I have served as an independent consultant, as a member of the staff, and also have managed several long-term VISIONS' projects.
<b>Education:</b>	Graduate School

Neighborhood Organizational Leader



<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

**NEIGHBORHOOD  
REPRESENTATIVE**

<b>First Name:</b>	Julio
<b>Last Name:</b>	Colmenares
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District)</b>	7
<b>Political Affiliation:</b>	Independent
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Hispanic/ Latino
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	Those best fit my skills and the organization I represent. Latin American Chamber of Commerce (LACCC)
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	Past Chair and Advisory Board of the LACCC
<b>List any boards you are currently serving on:</b>	Advisory Board of the LACCC Charlotte Chamber
<b>List any boards you have served on in the past:</b>	LACCC
<b>Current Employer:</b>	CGR Creative
<b>Job Title:</b>	President
<b>Brief Description of Duties: (Max 250 characters)</b>	Responsible for the overall growth and success of the agency.
<b>Other Employment History: (Max 250 characters)</b>	
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

<b>First Name:</b>	Joel
<b>Last Name:</b>	Gilland
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District )</b>	2
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	Caucasian
<b>Why are you interested in serving on these boards/ committees? (Max 250 characters)</b>	As both a developer and resident of Charlotte I have an interest in seeing the strengthening of existing neighborhoods as a cornerstone of continued Charlotte growth. The Neighborhoods Matching Grants Fund assists in this effort and also has the capacity to support projects that strengthen the relationship between community schools and their associated population, central to the success of both.
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 250 characters)</b>	Developer, Board Member of Wesley Community Development Corporation (senior and affordable housing), Chair School Leadership Teams at Mountain Island and Hopewell, Co Chair, Choice, Alternatives, Magnets Task Force, Board Member, Shamrock Drive Development Association
<b>List any boards you are currently serving on:</b>	NA
<b>List any boards you have served on in the past:</b>	NA
<b>Current Employer:</b>	The Southern Projects Group, Inc
<b>Job Title:</b>	President
<b>Brief Description of Duties: (Max 250 characters)</b>	President of commercial development company focused on medical, retail and office within Mecklenburg County.
<b>Other Employment History: (Max 250 characters)</b>	Lincoln Harris/The Harris Group, AVP, Property Management, VP Corporate Services
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

Neighborhood Representative



<b>First Name:</b>	William
<b>Last Name:</b>	Land
<b>City:</b>	Charlotte
<b>City Council District (Check your district at Locate My District)</b>	4
<b>Political Affiliation:</b>	Democrat
<b>Gender:</b>	Male
<b>Race/ Ethnic Background:</b>	African American
<b>Why are you interested in serving on these boards/ committees? (Max 400 characters)</b>	I'm a native of Charlotte born and raised in the northwest corridor. My family and I are all property owners in this under served area. I'm interested in finding more opportunities to support the community. I've served the Charlotte community for years, and was a recipient of "A Jewel in the Crown of the Queen City".
<b>Please describe any background or abilities that qualify you to serve on these boards/ committees. (Max 400 characters)</b>	I've served as an officer in both HOA's that I've lived. I also serve as a Comissionor of a youth athletic league where I see over 2000 Charlotte area families each Saturday (appx Labor Day to Thanksgiving).
<b>List any boards you are currently serving on:</b>	N/A
<b>List any boards you have served on in the past:</b>	N/A
<b>Current Employer:</b>	LandMind Consulting
<b>Job Title:</b>	Chief Consultant
<b>Brief Description of Duties: (Max 400 characters)</b>	I'm responsible for business development, marketing, and strategic planning of individuals, organizations, Small to mid-sized companies.
<b>Other Employment History: (Max 250 characters)</b>	Previously: COO/Sr VP of Operations at Dream Builders Communication; Field Service Computer Engineer at HP
<b>Education:</b>	College
<b>Has any formal charge of professional misconduct ever been sustained against you in any jurisdiction?</b>	No
<b>If yes, please explain complete disposition. (Max 250 characters)</b>	
<b>Do you have any personal or business interest that could create a conflict (either real or perceived) if appointed?</b>	No
<b>If yes, please explain conflict. (Max 250 characters)</b>	

Neighborhood Representative





**Location Map: Parkwood Storm Drainage Improvements, Phase 1**

## **Good Faith Efforts Summary for Parkwood Phase 1 Storm Drainage Improvement Project**

### **Background**

The Parkwood Phase 1 Storm Drainage Improvement Project contract was bid on April 22, 2014. A total of three (3) firms submitted bids for the contract. Staff is recommending contract award to the low bidder, Sealand Contractors, Corp. (Sealand) with a total contract award amount of \$5,136,776.56

The Established SBE Goal for this project was set at 14%, as derived from the City's subcontracting goal setting formula.

At bid opening, Sealand documented and committed SBE participation totaling 9.87% (\$506,933.00) to the following certified SBE firms: Carolina Wetland Services, Inc. (landscaping); On Time Construction, Inc. (concrete/masonry); Harvest Environmental Services (remediation services); Darnell Jones Trucking, Inc. (hauling); Streeter Trucking (hauling); Diamond Trucking of NC, Inc. (hauling); MTS Trucking Inc. (hauling); Richard Bear Trucking (hauling); and Scott Trucking (hauling).

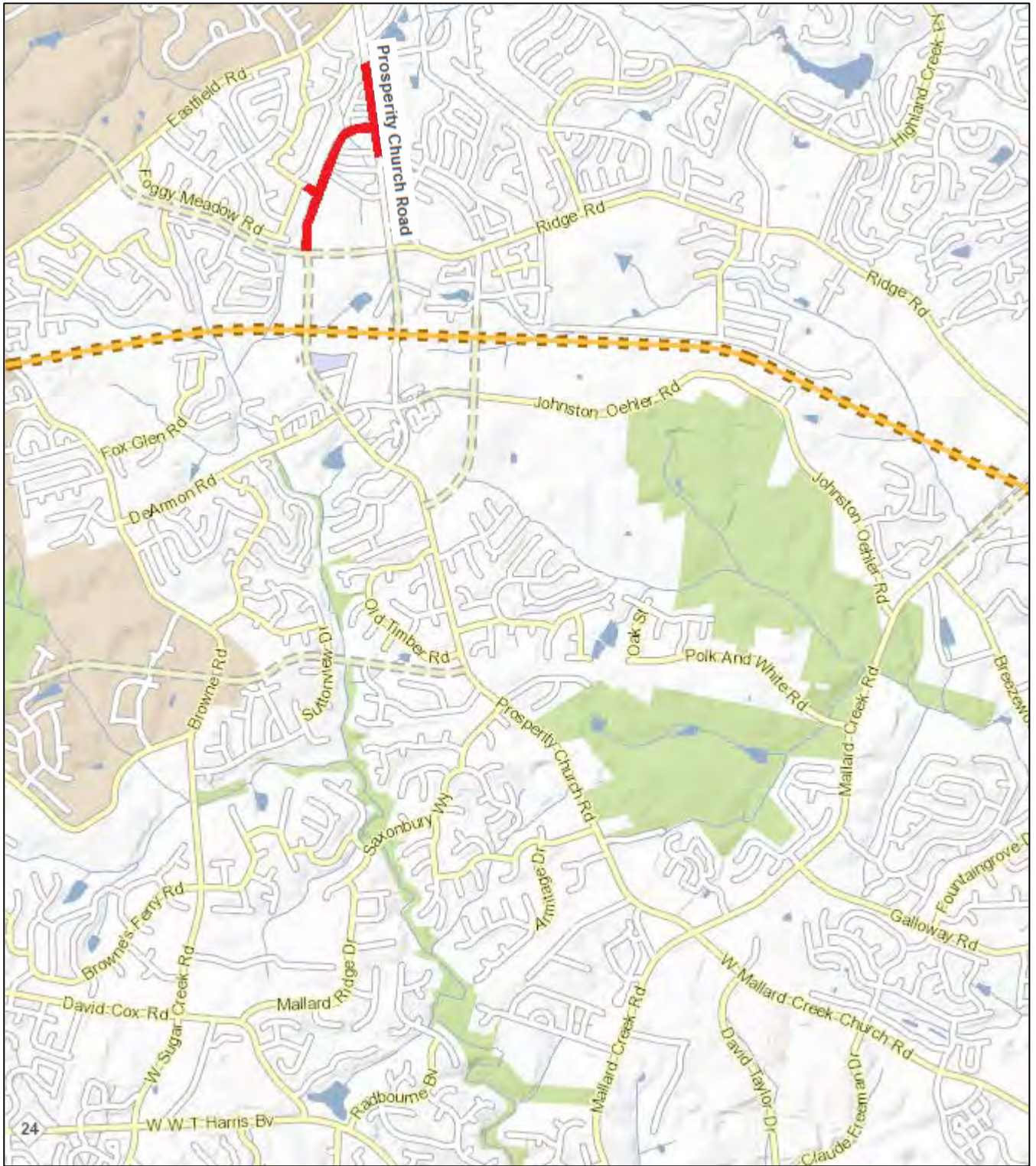
Subsequent to bid opening, Sealand committed an additional 9.48% to the following certified SBE firm: The Huffstetler Group (end walls and retaining walls), which increased Sealand's total SBE utilization for the project to 19.35% (\$993,933.00).

### **Good Faith Effort (GFE) Summary**

Per the City's CBI Policy (Part B: Section 2.1), because the Established SBE Goal on this contract was not met at bid opening, Sealand was required to submit documentation reflecting their efforts in earning the required minimum 50 Good Faith Effort (GFE) points, out of a total available 155 GFE points. City staff has reviewed Sealand's documentation and confirmed Sealand's achievement of 75 GFE points, comprised of the following efforts:

- GFE 5.3.1: *Contacts* (10 points)
- GFE 5.3.2: *Making Plans Available* (10 points)
- GFE 5.3.3: *Breaking Down Work* (15 points)
- GFE 5.3.4: *Working with SBE Assistance Organizations* (10 points)
- GFE 5.3.5: *Attendance at Pre-Bid* (10 points)
- GFE 5.3.10: *Quick Pay Agreements on the Construction Contract* (20 points)





**Location Map: Prosperity Village Northwest Thoroughfare Arc, Phase B**





**Location Map: Oakhurst Redevelopment Street Improvements**



# City of Charlotte Department of Transportation FY2014 Resurfacing Contract "B"





# 2014 Pavement Management Contract B

## Street Maintenance Division



*Please Note: It is inherent with the resurfacing contract that streets may be added or deleted.*

E 21st St	Craigwood Dr	Jeff St
E 22nd St	Credenza Rd	Jodhpur Ct
E 23rd St	Curtiswood Dr	Karendale Av
Airlie St	Damask Dr	Kelsey Dr
Alice Av	Daphne Dr	King George Dr
Allenbrook Dr	Deliah Ln	Lake Dr
Annisa Ct	Derita Av	Lambeth Dr
Atlas Dr	Druid Cr	Larkspur Ln
Autumn Ridge Dr	W Eastway Dr	Leigh Glen Cr
Beaconsfield Rd	Edward St	Liatris Ln
Beardsley Dr	Elberon Ct	Little Hampton Pl
Bearwallow Ct	Ella St	Lodestone Rd
Bellingham Ln	Elmwood Cr	Loganville Dr
Benita Dr	Elon St	Marble St
Bennett St	Enderly Rd	Markway Dr
Bingham Dr	Equitable Pl	Mathis Dr
Blackwood Av	Faires Farm Rd	Maureen Dr
Blythedale Dr	Farm Gate Dr	Mayview Dr
Boxelder Ln	Fincher Bv	McChesney Dr
Bradford Dr	First Run Ct	Melody Ln
Brampton Dr	Flamingo Av	Michigan Av
Branch Hill Cr	Fountaingrove Dr	Misenheimer Rd
N Brevard St	Fox Glen Rd	Misty Morn Dr
Briarwood Dr	Fox Hill Dr	Montcalm St
Bridlewood Ln	Fox Run Dr	Niagara Cr
Brockley Ct	Fox Trot Dr	Oak Dr
Brookwood Rd	Frank Dr	Old Sugar Creek Rd
Browns Av	Galax Dr	Painter Pl
Burner Dr	Getalong Rd	Palm Av
Caldwell Ridge Py	Glenstone Ct	Parkton Rd
Calgary Dr	Glory St	Pavilion Bv
Cambridge Bay Dr	Gold Pan Rd	Pimpernel Rd
Camp Greene St	Great Wagon Rd	Pine Grove Cr
Cardiff Av	Green Hedge Av	Pine Meadow Dr
Carriage Drive Cr	Hashem Dr	Pinewood Ln
Chapparall Ln	Hazel St	Pinoca St
Chestnut Ridge Dr	Heathcrest Ct	Polk And White Rd
Cheval Pl	Henderson Cr	Powell Rd
Clay Av	Hickory Grove Rd	Raleigh St
Clintwood Dr	Hilliard Dr	Randy Dr
Clover Hitch Dr	Hillsboro Av	Rogers St
Cochran Farm Ln	Hovis Rd	Rolling Hill Dr
Conifer Cr	Hunslet Cr	Saratoga Dr
Coreopsis Rd	Irwin Rd	N Sharon Amity Rd





# *2014 Pavement Management Contract B*

## *Street Maintenance Division*

*Please Note: It is inherent with the resurfacing contract that streets may be added or deleted.*



Sipes Ln  
Springway Dr  
St Anne Pl  
Sudbury Rd  
Sunnyside Av  
Tamerlane  
Tappan Pl  
Terry Ln  
Tiverton Pl  
Toano Rd  
Treeline Pl  
Tufton Ct  
Vickery Dr  
Victoria Av  
Wabash Av  
Wildwood Av  
Willard St  
Williams Rd  
Williamson St  
Wilora Lake Rd  
Woodfield Dr  
Ziegler Ln

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5127-X, THE 2013-2014 BUDGET ORDINANCE PROVIDING \$4,000,000 APPROPRIATION FROM POWELL BILL FUND BALANCE FOR THE 2014-B CONTRACT RESURFACING TO PAVE AN ESTIMATED 85 LANE MILES IN NORTHERN SECTION OF THE CITY OF CHARLOTTE

---

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

Section 1. That the sum of \$4,000,000 is hereby estimated to be available from the Powell Bill (0120) fund balance

Section 2. That the sum of \$4,000,000 is hereby appropriated in the Powell Bill (0120) operating budget contracted street resurfacing (center 5230100, account 199)

Section 3. All ordinances in conflict with this ordinance are hereby repealed.

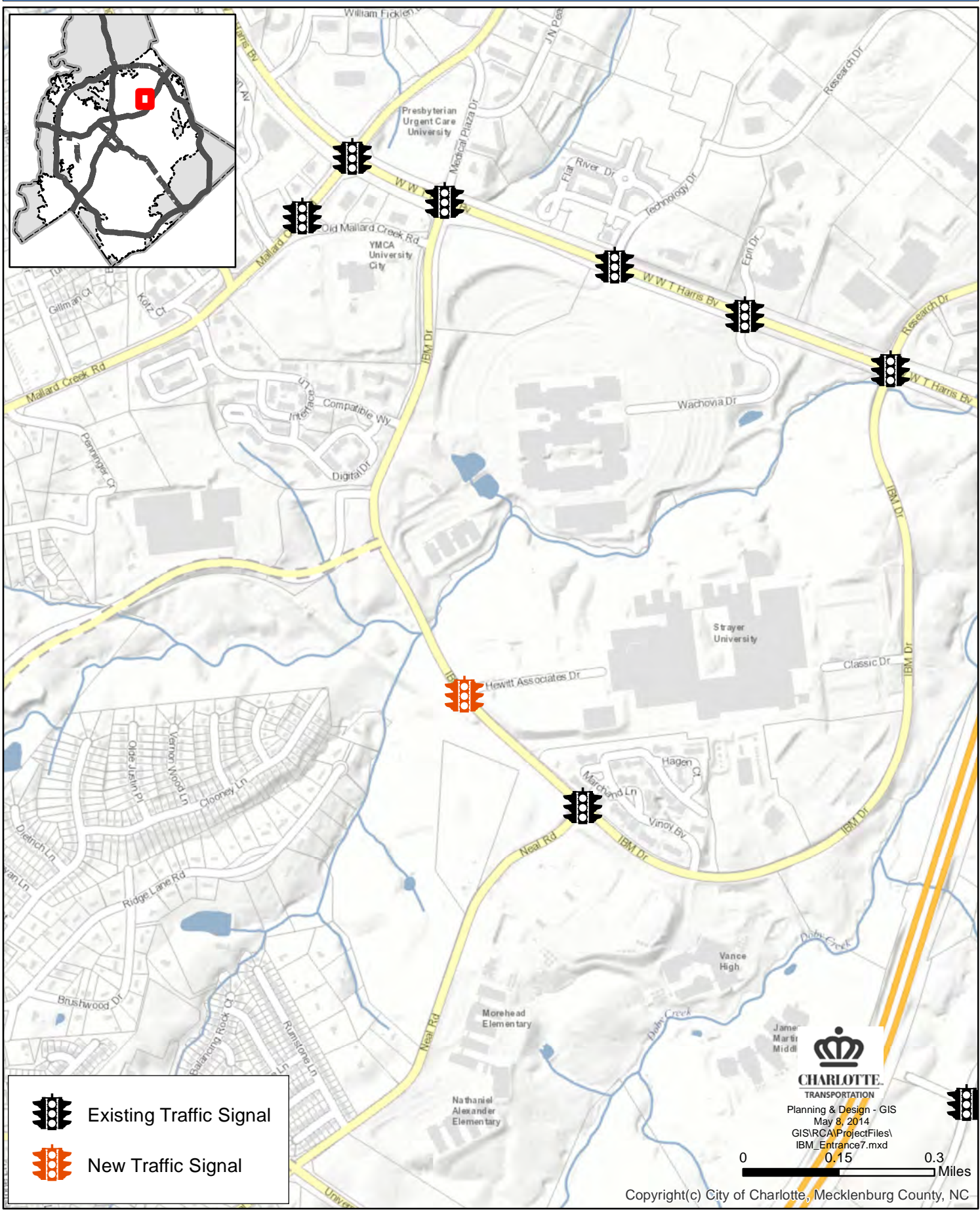
Section 4. This ordinance shall be effective upon adoption.



Approved as to form:


---


City Attorney

New Traffic Signal -  
IBM Dr./Entrance #7 of Innovation Park Business Park Intersection



	Existing Traffic Signal
	New Traffic Signal

  
**CHARLOTTE.**  
 TRANSPORTATION  
 Planning & Design - GIS  
 May 8, 2014  
 GIS\RCA\ProjectFiles\  
 IBM\_Entrance7.mxd

  
 0      0.15      0.3  
 Miles

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5127-X, THE 2013-2014 BUDGET ORDINANCE APPROPRIATING \$156,000 FOR TRAFFIC SIGNAL IMPROVEMENTS AT THE INTERSECTIONS OF IBM DRIVE AND ENTRANCE #7 OF INNOVATION PARK BUSINESS PARK

---

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

Section 1. That the sum of \$156,000 is hereby estimated to be available from the following private developer sources:

BRIT-Charlotte, LLC \$ 156,000

Section 2. That the sum of \$156,000 is hereby appropriated in the General Capital Investment Fund (2010) Developer Contributions Project (28152), Account (0031990)

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

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

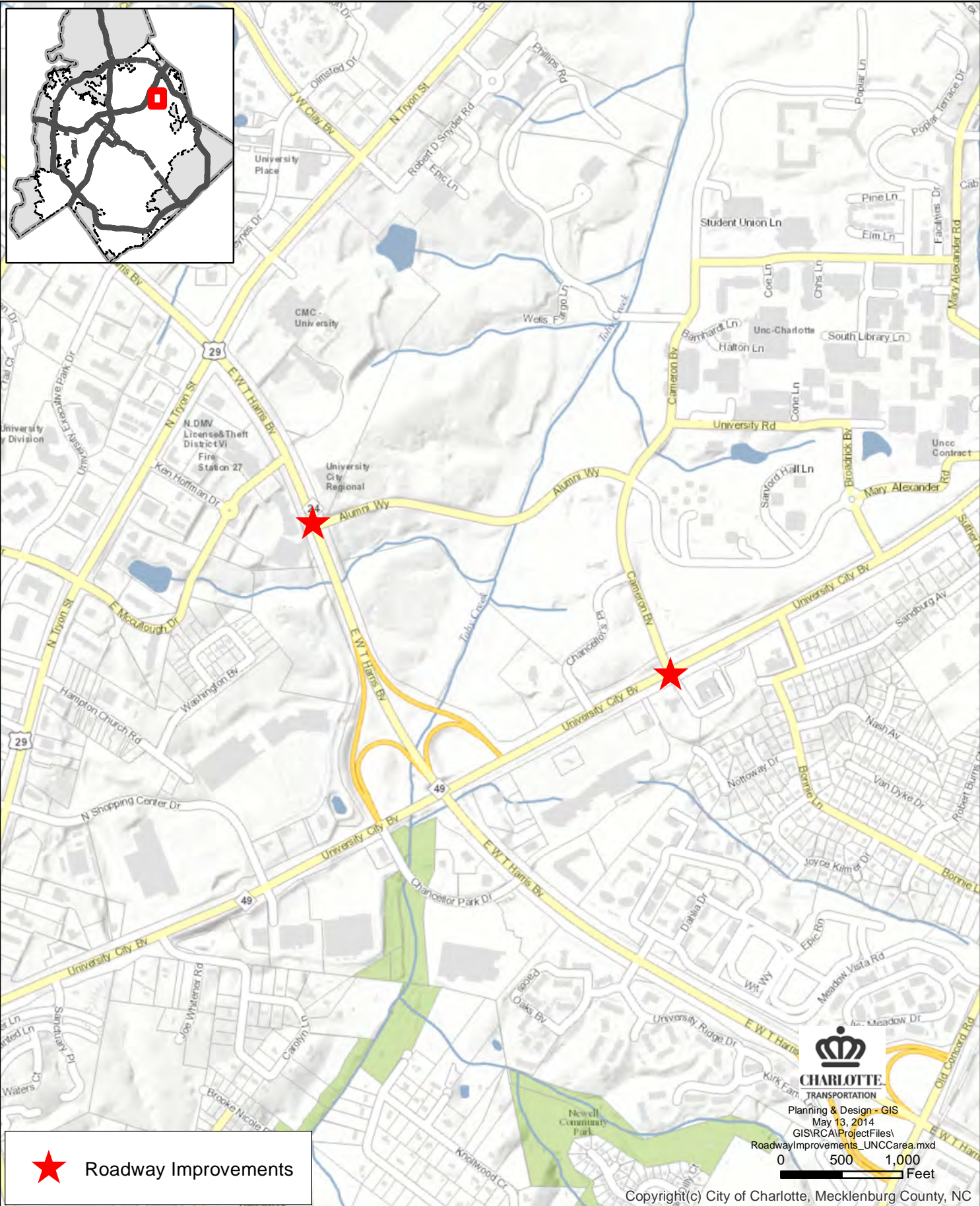
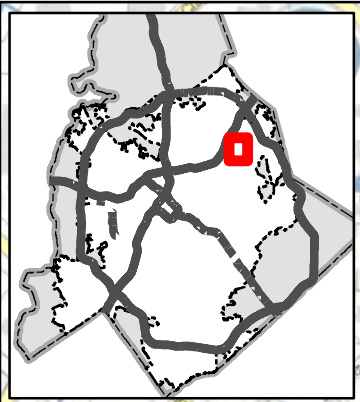
Section 5. This ordinance shall be effective upon adoption.


Approved as to form: \_\_\_\_\_


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



# Roadway Improvements



 Roadway Improvements



**CHARLOTTE**  
TRANSPORTATION  
Planning & Design - GIS  
May 13, 2014  
GIS\RCA\ProjectFiles\  
RoadwayImprovements\_UNCCarea.mxd  
0 500 1,000  
Feet

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF  
CHARLOTTE, NORTH CAROLINA ON MAY 27, 2014**

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

WHEREAS, a Three-Party Reimbursement Agreement among UNC-Charlotte, the City, and the North Carolina Department of Transportation (NCDOT) for \$1,500,000 divided equally among parties to construct roadway improvements at the intersections of NC 49 and Cameron Boulevard, and W. T. Harris Boulevard and Alumni Way, and

WHEREAS, roadway improvements are needed at the above intersections to improve traffic safety and access to and from the UNC-Charlotte main campus, and

WHEREAS, the NCDOT is requesting \$500,000 from State Contingency funds toward NCDOT's one-third portion of the \$1,500,000 estimated cost, and

WHEREAS, the Reimbursement Agreement will provide for the City's reimbursement to NCDOT not to exceed \$500,000 towards the total cost of the project, and

WHEREAS, the format and cost sharing philosophy is consistent with past Municipal Agreements and will be equally divided among UNC-Charlotte, the City, and NCDOT for \$500,000 each.

NOW, THEREFORE, BE IT RESOLVED that the City of Charlotte supports the efforts of the NCDOT to secure \$500,000 from State Contingency funds as needed for the construction of these improvements, and

FURTHERMORE, BE IT RESOLVED to authorize the City Manager to execute a Three-Party Agreement with the NCDOT and UNC-Charlotte for the City of Charlotte to reimburse NCDOT up to \$500,000 for roadway improvements at the intersections mentioned above. The City Manager and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.





2836-2841

Scott Futrell Dr

Proposed R/W  
3.209  
Acres

2900-3021

Little Rock Rd

Wilkinson By

29

5800-6099

29

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

AN ORDINANCE TO AMEND ORDINANCE NUMBER 5127-X, THE 2013-2014 BUDGET ORDINANCE, APPROPRIATING \$3,303,277.75 FOR THE CONSTRUCTION OF ROADWAY IMPROVEMENTS FOR LITTLE ROCK ROAD EXTENSION

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

- Section 1. That the sum of \$3,303,277.75 is available from the Aviation Discretionary Fund for the following:
- \* A contract with Sealand Contractors, Corp in the amount of \$2,954,177.75 for the construction of roadway improvements for Little Rock Road Extension
  - \* The purchase of 3.21 acres of right-of-way from the North Carolina Department of Transportation in the amount of \$349,100.
- Section 2. That the sum of \$3,303,277.75 is hereby appropriated to the Aviation Community Investment Fund: 2084 - 529.92
- Section 3. That the existence of the project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the program and funds are to be carried forward to subsequent fiscal years until all funds are expended.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

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City Attorney

## Property Tax Refund Requests

1927 TRYON INVESTORS LLC	\$	492.66
ACT NOW PROPERTIES LLC		192.31
ACT NOW PROPERTIES LLC		199.75
ALFAOURI, RASGA		31.23
BB&T MORTGAGE		50.82
BITTLE, YVONNE		73.23
BITTLE, YVONNE		62.65
BITTLE, YVONNE		68.71
BLAKE, ROBERT A JR		116.49
BOWE, IDA		37.82
BOWE, IDA		3.75
BOWE, IDA		4.90
BROWN, KEVIN		47.58
C-5 PROPERTIES LLC		21.82
C-5 PROPERTIES LLC		10.43
CALIBER HOME LOANS		96.66
CARWILE, DENNIS W		71.82
CARWILE, DENNIS W		70.23
CARWILE, DENNIS W		80.88
CHENETTE, BARBARA J		186.37
CITIMORTGAGE		240.89
COTTEN, CAMERON WARD		114.11
CURRY, CHARLES A		697.88
DECONTI, R STEVEN		173.05
DECONTI, R STEVEN		160.12
DECONTI, R STEVEN		153.21
DECONTI, R STEVEN		266.20
DECONTI, R STEVEN		346.46
DECONTI, R STEVEN		366.19
DECONTI, STEVEN R		333.35
DECONTI, STEVEN R		318.37
DECONTI, STEVEN R		192.47
DECONTI, STEVEN R		246.10
DECONTI, STEVEN R		232.23
DECONTI, STEVEN R		148.89
DREYER, DENNIS W		157.05
DREYER, DENNIS W		167.65
DREYER, DENNIS W		160.12
FOSTER, JOHN R		1,349.65
GSN, SAIRAM		15.86
GUTNICK, FREDRIC		26.80
HAIGLER, STEVEN C		108.06
HALL, JAMES V		108.06
HOLT, JOHN WILLIAM III		19.42
HSU, JOSEPH R		326.14
HU, ZHENGZHENG		149.69

HUNTLEY, ARCHIE DEAN	74.98
JAMISON, JAMES KENNEDY	857.47
KINGSWAY REALTY CO INC	43.54
KINGSWAY REALTY CO INC	44.53
KUZNIAR, RENE H	49.56
LE SR, JAMES	95.66
MCDONOUGH, SUSAN M	298.87
MORRIS, WILLIAM B	168.54
NATIONAL TAX SEARCH LLC	13,962.64
PHILLIPS, NICOLE	176.59
PINECREST MANOR APARTMENTS	2,624.72
PROVIDENT FUNDING ASSOCIATES, L.P.	127.37
PUCKETT, STEPHEN R	1,417.06
QUALITY PROPERTY ASSET MANAGEMENT COMPANY	287.27
QUICKEN LOANS	31.23
R & G CONSTRUCTION COMAPNY	9.71
RECLAY PARTNERS	115.68
ROBINSON, JACK E II	955.12
RUFF, MICHAEL A (TRUSTEE) U/T/A	995.76
SIMPSON, DEIDRE H	45.59
SIX FORKS HOLDINGS LLC	56.50
THOMASON, JAMES A	8.73
THOMASON, JAMES A	10.03
THOMPSON-RICHARDSON R E INVESTMENTS LLC	1,887.27
THOMPSON-RICHARDSON R E INVESTMENTS LLC	2,002.05
THR NORTH CAROLINA II LP	6.71
VULLO, JOHNF	299.87
WALSER, ANDREA R	823.77
WATKINS, CURTIS	114.00
WATSON, JEFFREY C	428.24
WELLS FARGO HOME MORTGAGE	373.72
WINGE, GARY L	569.51
WINTON, VIOLET S	296.14
	<b>\$ 37,756.54</b>

**A RESOLUTION AUTHORIZING THE REFUND OF PROPERTY TAXES**

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of May 2014 that those taxpayers listed on the schedule of "Taxpayers and Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the \_\_\_\_\_ day of \_\_\_\_\_ 2014 the reference having been made in Minute Book \_\_\_\_\_ and recorded in full in Resolution Book \_\_\_\_\_ Page(s) \_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the day of \_\_\_\_\_, 2014.

\_\_\_\_\_



**Business Privilege License Tax Refund Requests**

PAR LABORATORIES INC	\$ 5,880.39
SHARON TOWERS BEAUTY SALON	194.40
THE CATO CORPORATION	1,707.50
TUCKER-KIRBY CO	256.75
VENTURI STAFFIN PARTNERS - CBS PERSONNEL SERVICES	1,440.67
	<u>\$ 9,479.71</u>

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

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

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

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 27th day of May 2014 that those taxpayers listed on the schedule of "Business Privilege License Refunds Requested" be refunded in the amounts therein set up and that the schedule and this resolution be spread upon the minutes of this meeting.

**CERTIFICATION**

I, \_\_\_\_\_, \_\_\_\_\_ City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the \_\_\_\_\_ day of 2014, the reference having been made in Minute Book \_\_\_\_\_ and recorded in full in Resolution Book Page(s) \_\_\_\_\_.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_