

City of Charlotte

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



Meeting Agenda

Monday, January 8, 2018

Council Chambers

City Council Business Meeting

*Mayor Vi Lyles
Mayor Pro Tem Julie Eiselt
Council Member Dimple Ajmera
Council Member Tariq Scott Bokhari
Council Member Ed Driggs
Council Member Larken Egleston
Council Member Justin Harlow
Council Member LaWana Mayfield
Council Member James Mitchell
Council Member Matt Newton
Council Member Greg Phipps
Council Member Braxton Winston II*



City of Charlotte

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

Meeting Agenda City Council Business Meeting

Monday, January 8, 2018

5:00 PM

Council Chambers

5:00 P.M. ACTION REVIEW, CHARLOTTE-MECKLENBURG GOVERNMENT CENTER, ROOM 267

1. Mayor and Council Consent Item Questions 1
2. Agenda Overview 2
3. Council Committee Structure and Process Overview 3
4. City Council Retreat Discussion 4
5. Charlotte Gateway Station..... 5
6. Answers to Mayor and Council Consent Item Questions 6
7. Closed Session..... 7

6:30 P.M. PUBLIC FORUM, CHARLOTTE-MECKLENBURG GOVERNMENT CENTER, CHAMBER

7:00 P.M. BUSINESS MEETING, CHARLOTTE-MECKLENBURG GOVERNMENT CENTER, CHAMBER

CALL TO ORDER

ROLL CALL

INTRODUCTIONS

INVOCATION

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ADJOURNMENT

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Agenda Date: 1/8/2018

Agenda #: 1. **File #:** 15-7071 **Type:** Action Review

Mayor and Council Consent Item Questions

Staff Resource(s):

Kim Eagle, 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 Action Review meeting.



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Agenda Date: 1/8/2018

Agenda #: 2. **File #:** 15-7073 **Type:** Action Review

Agenda Overview

Staff Resource(s):
Marcus Jones, City Manager



Agenda Date: 1/8/2018

Agenda #: 3.**File #:** 15-7249 **Type:** Action Review

Council Committee Structure and Process Overview

Time: 20 minutes



Agenda Date: 1/8/2018

Agenda #: 4. **File #:** 15-7247 **Type:** Action Review

City Council Retreat Discussion

Staff Resource(s):

Marcus Jones, City Manager

Time: 20 minutes



Agenda Date: 1/22/2018

Agenda #: 5. **File #:** 15-7083 **Type:** Action Review

Charlotte Gateway Station

Staff Resource(s):

John Lewis, CATS

Time: 20 minutes

Explanation

- The Charlotte Gateway Station project is a partnership between the City of Charlotte, the North Carolina Department of Transportation and the Norfolk Southern Railroad.
- The project is funded with a variety of federal, state, and local funds.
- Staff will provide a project overview and status update.

Future Action

- Council action will be required at a subsequent business meeting to approve construction, maintenance agreements, and appropriation of a federal railroad administration grant.



Agenda Date: 1/8/2018

Agenda #: 6. **File #:** 15-7074 **Type:** Action Review

Answers to Mayor and Council Consent Item Questions

Staff Resource(s):

Kim Eagle, City Manager's Office

Time: 10 minutes

Synopsis

Staff responses to questions from the beginning of the Action Review meeting.



City of Charlotte

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Agenda Date: 1/8/2018

Agenda #: 7. **File #:** 15-7072 **Type:** Action Review

Closed Session



City of Charlotte

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Agenda Date: 1/8/2018

Agenda #: 8.**File #:** 15-7250 **Type:** Consent Item

Swearing in of Council Member Matt Newton, District 5



Agenda Date: 1/8/2018

Agenda #: 9. File #: 15-7076 Type: Consent Item

Consent agenda items 25 through 52 may be considered in one motion except for those items removed by a Council member. Items are removed by notifying the City Clerk.

Consideration of Consent Items shall occur in the following order:

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



Agenda Date: 1/8/2018

Agenda #: 10. **File #:** 15-7280 **Type:** Awards and Recognitions

Junior Achievement Proclamation

Action:

Council member Mitchell will read a proclamation recognizing the month of January as Junior Achievement Alumni Month in light of the City's support of the Opportunity Taskforce.



Agenda Date: 1/8/2018

Agenda #: 11. **File #:** 15-7253 **Type:** Awards and Recognitions

Charlotte Community Building Day Proclamation

Action:

Council member Mayfield will read a proclamation recognizing January 16, 2018, as Charlotte Community Building Day.



Agenda Date: 1/8/2018

Agenda #: 12. File #: 15-6947 Type: Public Hearing Item

Public Hearing on Voluntary Annexation

Action:

- A. Hold a public hearing for the Sutton Farms voluntary annexation, and**
- B. Adopt an annexation ordinance with an effective date of January 8, 2018 to extend the corporate limits to include this property and assign it to the adjacent City Council District 2.**

Staff Resource(s):

Ed McKinney, Planning
Bryman Suttle, Planning

Explanation

- Public hearings to obtain community input are required prior to City Council taking action on annexation requests.
- A petition has been received from the owners of this 71.855-acre property located at 6815 Pleasant Grove Road east of Brookshire Blvd. in western Mecklenburg County.
- The property is owned by D.R. Horton, Inc.
- The property currently contains a rural farmhouse, but is largely vacant and zoned (R-3) Single Family Residential at 3 dwelling units per acre.
- The petitioned area consists of one parcel.
- The property is located within Charlotte's extraterritorial jurisdiction and shares boundaries with current city limits.
- Intent of the annexation is to enable the development of a 159 unit single-family residential subdivision and the ability to master plan the development with internal street network consistent with City of Charlotte street design guidelines.
- The effective annexation date for this property is January 8, 2018.
- The Annexation Ordinance assigns the annexed area to adjacent City Council District 2.

Consistent with City Council Policies

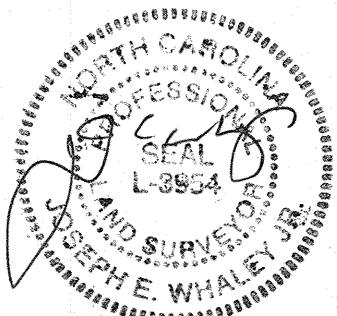
- The annexation is consistent with City voluntary annexation policies approved by the City Council on March 24, 2003; more specifically this annexation:
 - Will not adversely affect the City's ability to undertake future annexations;
 - Will not have undue negative impact on City finances or services; and
 - Will not result in a situation where unincorporated areas will be encompassed by new City limits.

Agenda #: 12.**File #:** 15-6947 **Type:** Public Hearing Item

Attachment(s)

Map
Annexation Ordinance

" I STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 1501, PAGE 185; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION IN BOOK 1501, PAGE 185; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS IN EXCESS OF 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600)." THIS 8 DAY OF SEPTEMBER, 2017.



PROFESSIONAL LAND SURVEYOR

THIS PLAT REPRESENTS ONE AREA ANNEXED TO THE CITY OF CHARLOTTE, NORTH CAROLINA PURSUANT TO NCGS 160A-58, BY ORDINANCE DULY ADOPTED (ANNEXATION ORDINANCE 95-_____) AND IS NOT SUBJECT TO REVIEW OR APPROVAL BY THE CHARLOTTE-MECKLENBURG PLANNING COMMISSION. THIS _____ DAY OF _____, 2017.

MAYOR
CITY OF CHARLOTTE

ATTEST: _____
TOWN CLERK

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN.

DATE _____ OWNER(S) _____

LEGEND.....
COS - COMMON OPEN SPACE
CMUD - CHARLOTTE MECKLENBURG UTILITIES DEPARTMENT
MB - MAP BOOK
R/W - RIGHT OF WAY
SF - SQUARE FEET
SR - SQUARE ROAD

NOTES.....
THIS PROPERTY SUBJECT TO ADDITIONAL EASEMENTS NOT SHOWN AT THE REQUEST OF THE CITY OF CHARLOTTE.
THIS PROPERTY IS SUBJECT TO WATER QUALITY (SWIM) BUFFER.
THIS PROPERTY IS IN LAKE WYLIE WATERSHED PA.
THIS PROPERTY IS IN LONG CREEK WATERSHED.
THIS PROPERTY IS SUBJECT TO POST CONSTRUCTION BUFFERS.
THIS PROPERTY IS IN WESTERN CATAWBA PC DISTRICT.
THIS PROPERTY IS ZONED R-3.
THIS PROPERTY IS SUBJECT TO DUKE POWER COMPANY EASEMENT.
THIS PROPERTY IS SUBJECT TO CHARLOTTE WATER SANITARY SEWER RIGHT-OF-WAY.

THIS PROPERTY IS SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.

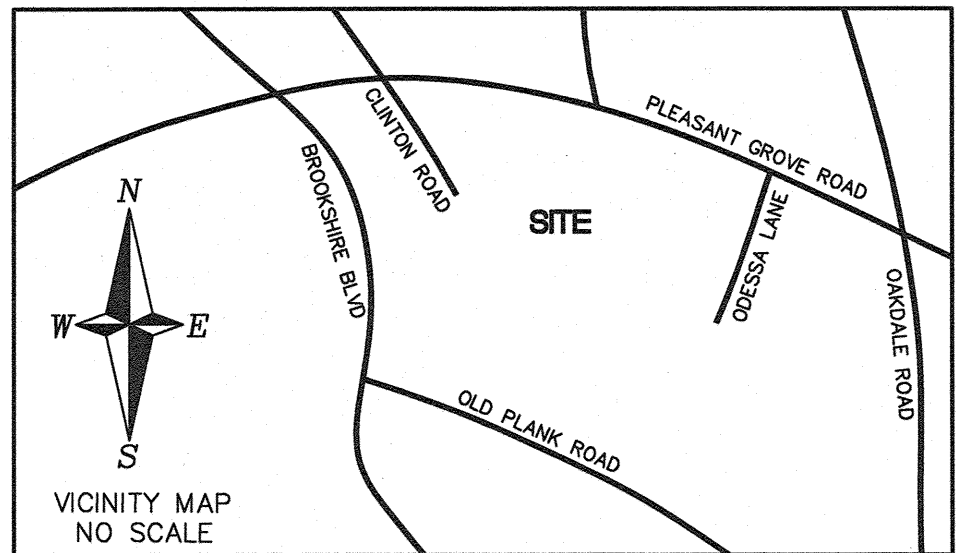
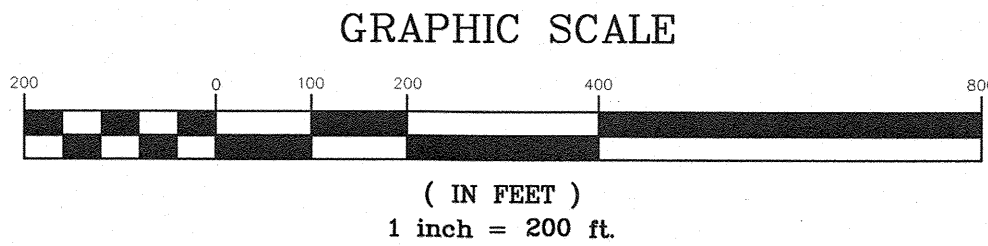
THIS MAP IS NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PREPARED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

THIS PROPERTY DOES NOT LIE WITHIN A FEMA FLOODWAY PER FIRM MAP #3710452700K WITH AN EFFECTIVE DATE OF SEPTEMBER 2, 2015.

PORTIONS OF THIS PROPERTY MAY BE SUBJECT TO ARMY CORP. OF ENGINEERS WETLAND REGULATIONS.

LINE	LENGTH	BEARING
L1	20.58	S02°04'09"W
L2	65.97	S87°49'50"E
L3	115.08	N00°07'01"E
L4	21.98	S22°13'13"E

OAKDALE FOREST
MAP BOOK 8, PG. 217



Motes and Bounds description:

All that certain parcel of land, situated, lying and being in the Paw Creek Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

BEGINNING at a Found Rebar (POINT OF BEGINNING), being on the Right of Way of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) being a common corner of property owned Now or Formerly by Elenora Abernethy (subject property) as recorded in DB: 1501 PG 185 & MB: 52 PG. 39 recorded in the Mecklenburg County Register of Deeds & Walter C. & Jacqueline M. Abernethy as recorded in DB: 2095 PG. 389 recorded in the Mecklenburg County Register of Deeds, thence with the common property line S 26-34-24 W 260.71' to the base of a Bent Pipe, thence N 61-27-36 W 150.00' to a Set Rebar, being a common corner of the subject property, Walter C. & Jacqueline M. Abernethy property, and property owned Now or Formerly by W. H. Keistler & Dorothy R. Keistler as recorded in DB: 4222 PG. 746 recorded in the Mecklenburg County Register of Deeds, thence with the common property line of the subject property and the Keistler property for two (2) calls (1) S 26-35-01 W 383.20' to a Found Iron Rod in pile of stones, (2) S 03-24-45 W 1728.01' to a Set Rebar being a common property corner of the subject property, the Keistler property and property owned Now or Formerly by Ronald A. Vargas as recorded in DB: 25068 PG. 829 recorded in the Mecklenburg County Register of Deeds and being the common property line of the subject property and the property line of the Oakdale Forest Subdivision as recorded in MB: 8 PG. 217 recorded in the Mecklenburg County Register of Deeds, thence S 87-58-08 E 818.30' to a Found Rebar being a common corner of the subject property, the Oakdale Forest Subdivision and property owned Now or Formerly by the Glenhaven Owners Association INC. as recorded in DB: 20839 PG. 324 & MB: 40 PG. 335 recorded in the Mecklenburg County Register of Deeds, thence with the common property line of the subject property and the Glenhaven Subdivision as recorded in MB: 34 PG. 180, MB: 45 PG. 83, MB: 42 PG. 591, & MB: 40 PG. 335 all recorded in the Mecklenburg County Register of Deeds for five (5) calls, (1) N 85-16-19 E 24.97' to a Set Rebar, (2) N 81-06-22 E 734.87' to a Point, (3) N 81-32-28 E 83.34' to a Point, (4) N 81-13-36 E 315.65' to a Found Rebar, (5) N 81-12-40 E 597.37' to a Found Iron Pipe being a common corner of the subject property, the Glenhaven Subdivision, and property owned Now or Formerly by John Loyd McCall & Sarah T. McCall as recorded in DB: 3145 PG. 82 recorded in the Mecklenburg County register of Deeds, thence departing the Glenhaven line and following the John Loyd McCall & Sarah T. McCall line N 02-04-09 E 20.58' to a Found Rebar in a 15' CMUD sanitary sewer Right of Way as recorded in DB: 5735 PG. 141 recorded in the Mecklenburg County Register of Deeds also being the common property line of the subject property and property owned Now or Formerly by Pleasant Grove Presbyterian Church as recorded in DB: 8080 PG. 422 & DB: 8744 PG. 515, thence with the common property line of the subject property and the Pleasant Grove Presbyterian Church property for eight (8) calls, (1) N 80-49-50 W 85.97' to a Found Rebar, (2) N 32-41-07 W 403.91 to a Set Rebar, (3) N 69-58-05 W 373.57' to a Set Rebar, (4) S 79-46-30 W 282.06 to a Found Rebar, (5) N 35-53-19 W 725.52' to a Found Rebar, (6) N 31-16-06 E 200.02' to a Found Rebar, (7) N 22-13-13 W 21.98' to a Found Rebar, (8) N 32-32-23 E 529.15' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Found Rebar at Station 2+99.29 of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-25-45 W 455.43' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) being a common corner of the subject property and property owned Now or Formerly by Walter C. & Jacqueline M. Abernethy as recorded in DB: 6720 PG. 798 recorded in the Mecklenburg County Register of Deeds, thence with the Walter C. & Jacqueline M. Abernethy property line for three (3) calls, (1) S 28-34-15 W 322.67' to a Nail at the base of Found Bent Rebar passing through a Found Rebar at station 0+30.04 of this line, (2) N 61-25-45 W 135.00' to a Found Rebar, (3) N 28-34-15 E 322.67' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Found Rebar at station 2+92.66 of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-57-49 W 130.88' to a Found Rebar, (3) N 28-24-57 E 335.00' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Rebar Set at station 3+05.87 of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-07-35 W 206.18' to a point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890), thence S 26-34-24 W 30.29' to a Found Rebar being the POINT AND PLACE OF BEGINNING.
Containing 71.853 Acres.

NO.	DATE	REVISION	BY
SHEET TITLE			
PROJECT			
SUTTON FARMS ANNEXATION AREA PROPERTY ONLY - 71.855 ACRES TOTAL			
OWNER: ELENORA ABERNETHY PROPERTY LONG CREEK TWP, MECK COUNTY, N.C. OWNER: ELENORA ABERNETHY, DEED:1501-185 TAX PARCEL #035-181-08			
DRAWING NO.			
SHT 1 OF 1 SHTS			

ORDINANCE NO. _____

SUTTON FARMS

**AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE
CITY OF CHARLOTTE, NORTH CAROLINA**

WHEREAS, the City Council has been petitioned under G.S. 160A-31(a) to annex the area described below; and

WHEREAS, the City Council has by Resolution directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Meeting Chamber of the Charlotte-Mecklenburg Government Center, 600 E. Fourth Street, Charlotte, N.C. at 7:00 p.m. on January 8th, 2018 after due notice by the Mecklenburg Times on December 26th, 2017; and

WHEREAS, the City Council finds that the petition meets the requirements of G.S. 160A-31;

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

Section 1. By virtue of the authority granted by G.S. 160A-31, the following described territory is hereby annexed and made part of the City of Charlotte as of January 8th, 2018 (effective date):

LEGAL DESCRIPTION

All that certain parcel of land, situated, lying and being in the Paw Creek Township, Mecklenburg County, State of North Carolina, and more particularly described as follows:

BEGINNING at a Found Rebar (POINT OF BEGINNING), being on the Right of Way of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) being a common corner of property owned Now or Formerly by Elenora Abernethy (subject property) as recorded in DB: 1501 PG 185 & MB: 52 PG. 39 recorded in the Mecklenburg County Register of Deeds & Walter C. & Jacqueline M. Abernethy as recorded in DB: 2095 PG. 389 recorded in the Mecklenburg County Register of Deeds, thence with the common property line S 26-34-24 W 260.71' to the base of a Bent Pipe, thence N 61-27-36 W 150.00' to a Set Rebar, being a common corner of the subject property, Walter C. & Jacqueline M. Abernethy property, and property owned Now or Formerly by W. H. Keistler & Dorothy R. Keistler as recorded in DB: 4222 PG. 746 recorded in the Mecklenburg County Register of Deeds, thence with the common property line of the subject property and the Keistler property for two (2) calls (1) S 26-35-01 W 383.20' to a Found Iron Rod in pile of stones, (2) S 03-24-45 W 1728.01' to a Set Rebar being a common property corner of the subject property, the Keistler property and property owned Now or Formerly by Ronald A. Vargas as recorded in DB: 25068 PG. 829 recorded in the Mecklenburg County Register of Deeds and being the common property line of the subject property and the property line of the Oakdale Forest Subdivision as recorded in MB: 8 PG. 217 recorded in the Mecklenburg County Register of Deeds, thence S 87-58-08 E 818.30' to a Found Rebar being a common corner of the subject property, the Oakdale Forest Subdivision and property owned Now or Formerly by the Glenhaven Owners Association INC. as recorded in DB: 20839 PG. 324 & MB: 40 PG. 335 recorded in the Mecklenburg County Register of Deeds, thence with the common property line of the subject property and the Glenhaven Subdivision as recorded in MB: 34 PG. 180, MB: 45 PG. 83, MB: 42 PG. 591, & MB: 40 PG. 335 all recorded in the Mecklenburg County Register of Deeds for five (5) calls, (1) N 85-16-19 E 24.99' to a Set Rebar, (2) N 81-00-22 E 734.87' to a Point, (3) N 81-32-28 E 83.34' to a Point, (4) N 81-12-36 E 315.65' to a Found Rebar, (5) N 81-12-40 E 597.30' to a Found iron Pipe being a common corner of the subject property, the Glenhaven Subdivision, and property owned Now or Formerly by John Loyd McCall & Sarah T. McCall as recorded in DB: 3145 PG. 82 recorded in the Mecklenburg County register of Deeds, thence departing the Glenhaven line and following the John Loyd McCall & Sarah T. McCall line N 02-04-09 E 20.58' to a Found Rebar in a 15' CMUD sanitary sewer Right of Way as recorded in DB: 5735 PG. 141 recorded in the Mecklenburg County Register of Deeds also being the common property line of the subject property and property owned Now or Formerly by Pleasant Grove Presbyterian Church as recorded in DB: 8080 PG. 422 & DB: 8744 PG. 515, thence with the common property line of the subject property and the Pleasant Grove Presbyterian Church property for eight (8) calls, (1) N 80-49-50 W 85.97' to a Found Rebar, (2) N 32-41-07 W 403.91 to a Set Rebar, (3) N 69-58-05 W 373.57' to a Set Rebar, (4) S 79-46-30 W 282.06 to a Found Rebar, (5) N 35-53-19 W 725.52' to a Found Rebar, (6) N 31-16-06 E 200.02' to a Found Rebar, (7) N 22-13-13 W 21.98' to a Found Rebar, (8) N 32-32-23 E 329.15' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Found Rebar at Station 2+99.29 of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-25-45 W 455.43' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) being a common corner of the subject property and property owned Now or Formerly by Walter C. & Gwendolyn B. Abernethy as recorded in DB: 6720 PG. 798 recorded in the Mecklenburg County Register of Deeds, thence with the Walter C. & Gwendolyn B. Abernethy property line for three (3) calls, (1) S 28-34-15 W 322.67' to a Nail at the base of Found Bent Rebar passing through a Found Rebar at station 0+30.04 of this line, (2) N 61-25-45 W 135.00' to a Found Rebar, (3) N 28-34-15 E 322.67' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Found Rebar at station 2+92.66' of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-31-53 W 135.08' to a point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg.

890) being a common property corner of the subject property and property owned Now or Formerly by Derek A. Harkey as recorded in DB: 15867 PG. 378 recorded in the Mecklenburg County Register of Deeds, thence with the Derek A. Harkey property line for three (3) calls, (1) S 28-24-57 W 335.00' to a Found Rebar in a pile of stones passing through a Found Rebar at station 0+29.80 of this line, (2) N 61-57-49 W 130.88' to a Found Rebar, (3) N 28-24-57 E 335.00' to a Point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) passing through a Rebar Set at station 3+05.87 of this line, thence with the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890) N 61-07-35 W 206.18' to a point in the center line of Pleasant Grove Road (Existing 60' Public Right of Way Per DB: 11101 Pg. 890), thence S 26-34-24 W 30.29' to a Found Rebar being the POINT AND PLACE OF BEGINNING.

Containing 71.853 Acres.

Section 2. Upon and after January 8th, 2018 (effective date) the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Charlotte and shall be entitled to the same privileges and benefits as other parts of the City of Charlotte. Said territory shall be subject to municipal taxes according to G.S.160A-58.10.

Section 3. Subject to change in accordance with applicable law, the annexed territory described above shall be included in the following Council electoral district: 2.

Section 4. The Mayor of the City of Charlotte shall cause to be recorded in the office of the Register of Deeds of Mecklenburg County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Mecklenburg County Board of Elections, as required by G.S. 163-288.1.

Adopted this 8th day of January, 2018.

APPROVED AS TO FORM:

Charlotte City Attorney



City of Charlotte

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

Agenda Date: 1/8/2018

Agenda #: 13. **File #:** 15-7077 **Type:** Policy Item

City Manager's Report



Agenda Date: 1/8/2018

Agenda #: 14. File #: 15-7084 Type: Business Item

Solid Waste Services Multi-Family Refuse Collection Services

Action:

- A. Approve a unit price contract with Waste Pro of North Carolina for Multi-Family Refuse Collection Services for an initial term of three years, and**
- B. Authorize the City Manager to renew the contract for up to three, one-year terms with possible price adjustments and to amend the contract consistent with the purpose for which the contract was approved.**

Staff Resource(s):

Victoria Johnson, Solid Waste Services

Explanation

- Solid Waste Services provides contracted refuse, recycling, and bulky item collection services to multi-family residential units and public facilities.
- This service is currently provided weekly to approximately 125,000 multi-family residential units at 1,000 complexes and 115 public facilities.
- Multi-family residential units and public facilities serviced by the contract receive garbage service via dumpster or compactor, recycling collection in stations of roll-out containers, scheduled bulky item collection, and seasonal live Christmas tree collection.
- The vendor provides all equipment needed to perform the collection services and delivery of materials to the properly designated disposal or materials recovery facilities.
- The current contract expires June 2018 and the timely award of a new contract is required to accommodate the transition and maintain seamless service to the covered properties.
- On July 13, 2017, the City issued a Request for Proposals (RFP) for Multi-Family Solid Waste Collection Services. In response to the RFP, the City received four proposals from interested service providers.
- Waste Pro of North Carolina will provide all new trucks to perform these services. This new fleet is comprised of both compressed natural gas and clean diesel refuse trucks designed to support the City's environmental focus area.
- Waste Pro of North Carolina's solution also included a route optimization process to more effectively balance the pick-up schedule and ensure more timely customer service.
- Waste Pro of North Carolina has committed to a 15% certified M/W/SBE utilization goal.
- Staff anticipates renewing the contract for up to three additional, one-year terms.
- Estimated contract expenditures are \$5,800,000 annually.

Charlotte Business INclusion

The City negotiates subcontracting participation after the selection process (Part C: 2.1 (h) of the Charlotte Business Inclusion Policy). Waste Pro of North Carolina has committed to 15% of the total contract amount with MWSBE firms in the various scopes of services:

- Facilities Maintenance (HVAC, Roofing, Welding, Painting)
- Supplies (Office supplies, shop rags, bathroom supplies)
- Janitorial/Cleaning Services

Agenda #: 14.File #: 15-7084 Type: Business Item

- Pest Control
- Vehicle Maintenance/Repair/Upkeep
- Truck Wash/Detail
- Hauling & Delivery Services

Fiscal Note

Funding: Solid Waste Services Operating Budget



Agenda Date: 1/8/2018

Agenda #: 15.File #: 15-7171 Type: Business Item

Resolution Supporting the Julius Chambers Memorial Highway Designation

Action:

Adopt a resolution supporting the North Carolina Department of Transportation's Julius Chambers Memorial Highway designation.

Staff Resource(s):

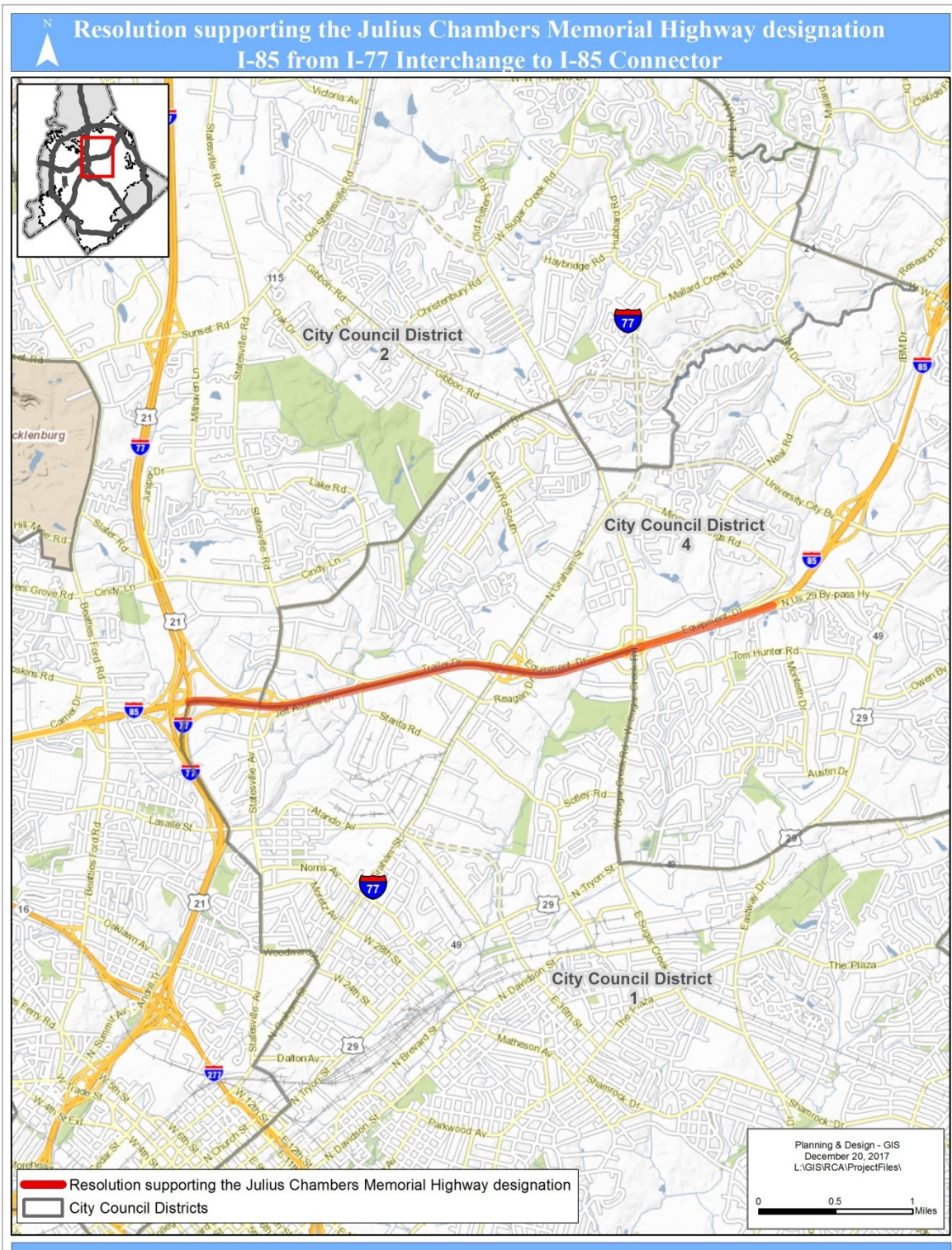
Debra Campbell, City Manager's Office

Explanation

- Through the adoption of this resolution, Charlotte's City Council indicates its support for the North Carolina Department of Transportation (NCDOT) to vote on the designation of the Julius Chambers Memorial Highway.
- Local support is required by the North Carolina Board of Transportation to vote on designating a portion of US I-85 through Charlotte the Julius Chambers Memorial Highway.
- The portion of US I-85 being designated Julius Chambers Memorial Highway is from the I-77 interchange to the I-85 Connector.
- Julius Chambers advanced the rights of minorities and low-income people through his tireless advocacy in the forms of litigation, scholarly research, and grassroots activism, and enhanced racial equality throughout the nation from his home state of North Carolina.
- Julius Chambers was born in 1936 in Mount Gilead, North Carolina and graduated summa cum laude from what is now North Carolina Central University. After obtaining a master's degree in history from the University of Michigan, Julius Chambers returned to his native North Carolina to study law at the University of North Carolina at Chapel Hill. He graduated first in his class and served as Editor-in-Chief of the Law Review.
- Julius Chambers was one of the first two NAACP Legal Defense Fund scholarship recipients and was the Legal Defense Fund's first Legal Fellow. After working as an intern and lawyer, cooperating attorney, board member, and board chair, Julius Chambers served as Director-Counsel of the Legal Defense Fund from 1984 to 1993.
- Julius Chambers founded the first integrated law firm in the State of North Carolina, where he worked to advance civil rights and litigated landmark civil rights cases in the United States Supreme Court. Julius Chambers won numerous cases before the United States Supreme Court, including Swann v. Charlotte-Mecklenburg Board of Education and Griggs v. Duke Power Company.

Attachment(s)

Map
Resolution



**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON JANUARY 8, 2018**

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, Julius Chambers advanced the rights of minorities and low-income people through his tireless advocacy in the forms of litigation, scholarly research, and grassroots activism, and enhanced racial equality throughout the nation from his home state of North Carolina.

WHEREAS, Julius Chambers was born in 1936 in Mount Gilead, North Carolina and graduated summa cum laude from what is now North Carolina Central University. After obtaining a master's degree in history from the University of Michigan, Julius Chambers returned to his native North Carolina to study law at the University of North Carolina at Chapel Hill. He graduated first in his class and served as Editor-in-Chief of the Law Review.

WHEREAS, Julius Chambers was one of the first two NAACP Legal Defense Fund scholarship recipients and was the Legal Defense Fund's first Legal Fellow. After working as an intern and lawyer, cooperating attorney, board member and board chair, Julius Chambers served as Director-Counsel of the Legal Defense Fund from 1984 to 1993.

WHEREAS, Julius Chambers founded the first integrated law firm in the State of North Carolina, where he worked to advance civil rights and litigated landmark civil rights cases in the United States Supreme Court. While his home and car were firebombed and his office was burned to the ground on separate occasions through the height of some of his most contentious civil rights trials, Julius Chambers' composed refrain of 'just keep fighting' resounded across the State and the nation. Julius Chambers won numerous cases before the United States Supreme Court, including *Swann v. Charlotte-Mecklenburg Board of Education* and *Griggs v. Duke Power Company*.

NOW, THEREFORE, BE IT RESOLVED that this resolution is adopted by the Charlotte City Council in acknowledgement of the importance of Julius Chambers to the advancement of civil rights and the practice of law in the State of North Carolina and in support of the North Carolina Department of Transportation in the designation of "I-85 from the I-77 interchange to the I-85 Connector" in the State of North Carolina of the National System for Interstate and Defense Highways as the "Julius Chambers Memorial Highway."



Agenda Date: 1/8/2018

Agenda #: 16. **File #:** 15-6967 **Type:** Nomination

Nominations to the Charlotte International Cabinet

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a partial term in the At-large category beginning immediately and ending June 30, 2019.
 - Yolanda Perry has resigned.

Attachment(s)

Charlotte International Cabinet Applicants



Agenda Date: 1/8/2018

Agenda #: 17. **File #:** 15-6968 **Type:** Nomination

Nominations to the Charlotte Mecklenburg Public Access Corporation

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a partial term beginning immediately and ending July 18, 2019.
 - Binh Phu did not meet attendance requirements.

Attachment(s)

Charlotte Mecklenburg Public Access Corporation Applicants



Agenda Date: 1/8/2018

Agenda #: 18.**File #:** 15-6969 **Type:** Nomination

Nominations to the Community Relations Committee

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- Three appointments for partial terms beginning immediately and ending June 30, 2019.
 - Carrie Taylor has resigned.
 - Passion Graham has resigned.
 - Mel Hartsell has resigned.

Attachment(s)

Community Relations Committee Applicants



Agenda Date: 1/8/2018

Agenda #: 19. **File #:** 15-6970 **Type:** Nomination

Nominations to Domestic Violence Advisory Board

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a partial term beginning immediately and ending September 21, 2019.
 - Kawana Davis did not meet attendance requirements.

Attachment(s)

Domestic Violence Advisory Board Applicants



Agenda Date: 1/8/2018

Agenda #: 20.**File #:** 15-6971 **Type:** Nomination

Nominations to Firemen's Relief Board of Trustees

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a two-year term beginning January 19, 2018 and ending January 18, 2020.
 - Henry Donaghy is eligible and interested in reappointment.

Attachment(s)

Firemen's Relief Board of Trustees Applicants



Agenda Date: 1/8/2018

Agenda #: 21. **File #:** 15-6974 **Type:** Nomination

Nominations to the Mint Museum Board of Trustees

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a partial term beginning immediately and ending July 31, 2019.
 - Marc Jensen has resigned.

Attachment(s)

Mint Museum Board of Trustees Applicants



Agenda Date: 1/8/2018

Agenda #: 22. **File #:** 15-6972 **Type:** Nomination

Nominations to Transit Services Advisory Committee

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One appointment for a three-year term in the Neighborhood Organizational Leader category beginning February 1, 2018 and ending January 31, 2021.
 - Michael Warner has completed two full terms; therefore, he is not eligible for reappointment.
- One appointment for a three-year term the Suburban Employer Served By Charlotte Transit category beginning February 1, 2018 and ending January 31, 2021.
 - Chris Maloy is eligible and interested in reappointment.

Attachment(s)

Transit Services Advisory Committee Applicants



Agenda Date: 1/8/2018

Agenda #: 23.File #: 15-6973 Type: Nomination

Nominations to the Zoning Board of Adjustment

Action:

Nominate citizens to serve as specified.

Staff Resource(s):

Stephanie Kelly, City Clerk's Office

Explanation

- One reappointment for a three-year term beginning January 31, 2018 and ending January 30, 2021.
 - Eric Sanderson is eligible and interested in reappointment.
- Two appointments for three-year terms as alternate members beginning January 31, 2018 and ending January 30, 2021.
 - John Lambert is eligible, but not interested in reappointment.
 - John Powell is eligible, but not interested in reappointment.

Attachment(s)

Zoning Board of Adjustment Applicants



City of Charlotte

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

Agenda Date: 1/8/2018

Agenda #: 24. **File #:** 15-7078 **Type:** Business Item

Mayor and City Council Topics

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



Agenda Date: 1/8/2018

Agenda #: 25. File #: 15-6906 Type: Consent Item

2017 Urban Area Security Initiative Grant Acceptance

Action:

- A. Authorize the Charlotte Area Homeland Security Director (Charlotte Fire Chief) to accept a grant for \$2,269,600 from the United States Department of Homeland Security for the 2017 Urban Area Security Initiative Grant Program, and**
- B. Adopt a budget ordinance appropriating \$2,269,600 from the Department of Homeland Security to the General Grants and LTD Projects Fund.**

Staff Resource(s):

Pete Key, Fire

Richard Granger, Fire

Explanation

- The 2017 Urban Areas Security Initiative (UASI) Grant Program allowed eligible applicants to apply for funding to aid in the prevention, protection, response, and recovery from terrorist attacks.
- The City of Charlotte, which has been a recipient of funding from this program since 2004, has once again been awarded the grant by the United States Department of Homeland Security.
 - In previous years, the main focus of spending has been on regional communications, including individual portable and mobile radios for regional partners, in addition to infrastructure equipment and improvements, hazardous materials monitoring equipment, and law enforcement tactical equipment.
- In developing a regional approach, as mandated by the grant guidelines, the following 10 counties were included as part of a regional implementation concept: Cabarrus, Catawba, Gaston, Iredell, Lincoln, Lancaster (SC), Mecklenburg, Stanly, Union, and York (SC).
- The total amount of the grant awarded to the Charlotte UASI was \$2.83 million.
 - The North Carolina Division of Emergency Management is eligible to retain up to 20 percent of the funds under the program guidelines. As such, the Division has elected to retain the full \$567,400 for the management and administration of the grant program and provide continued support to the North Carolina Voice Interoperability Plan for the Emergency Responder radio system.
 - The remaining \$2.26 million has been awarded to the City of Charlotte.
- The focus of these funds will be on terrorism preparedness activities such as equipment acquisition, planning, training courses, and drills. Equipment specifics include:
 - Equipment to supplement existing Urban Search and Rescue and Hazardous Materials (HAZMAT) capabilities, including replacement of expired Bomb Squad personal protective equipment;
 - Equipment to continue the expansion of the regional radio system;
 - UASI Conference costs;
 - Hazmat, Bomb Team, and FEMA Training courses for UASI members; and
 - The Grants Administrator and Hazmat/Rescue planner positions.
- There are no City matching funds required for this grant.

Agenda #: 25.**File #:** 15-6906 **Type:** Consent Item

Fiscal Note

Funding: 2017 Urban Area Security Initiative Grant

Attachment(s)

Memorandum of Agreement

Budget Ordinance



North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program (HSGP)

CFDA #: 97.067

Fiscal Year 2017

Grant #: EMW-2017-SS-00085-S01

SUB AWARD NOTIFICATION

Chief Pete Key
City of Charlotte
500 Dalton Avenue
Charlotte, NC 28206

Period of Performance: September 1, 2017 to February 28, 2020
Project Title(s): Urban Area Security Initiative Multiple Projects
Total Amount of Award: \$2,269,600.00
MOA#: 1754

North Carolina Emergency Management is pleased to inform you that the federal Fiscal Year (FY) 2017 Homeland Security Grant Program (HSGP) investment justification project(s) has been approved for funding. In accordance with the provisions of FY 2017 HSGP award, North Carolina Emergency Management hereby awards to the foregoing sub-recipient a grant in the amount shown above. The CFDA number is 97.067 and North Carolina Emergency Management federal grant number is EMW-2017-SS-00085-S01.

Payment of Funds: The grant shall be effective upon final approval by North Carolina Emergency Management of the grant budget and program narrative and the execution of the forthcoming Memorandum of Agreement. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.).

Conditions: The sub-recipient shall understand and agree that funds will only be expended for those projects outlined in the funding amounts as individually listed above. Sub-recipient shall also certify the understanding and agreement to comply with the general and fiscal terms and conditions of the grant including special conditions; to comply with provisions of the 2 CFR 200 and all applicable laws governing these funds and all other federal, state and local laws; that all information is correct; that there has been appropriate coordination with affected agencies; that sub-recipient is duly authorized to commit the applicant to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the sub-recipient; and that all agencies involved with this project understand that federal funds are limited to a maximum 30-month period. Sub-recipient must read and sign forthcoming Memorandum of Agreement for acceptance of the award.

Supplanting: The sub-recipients confirm that sub-grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the sub-recipient will certify that the receipt of federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

Callion L. Maddox

Callion L. Maddox
Homeland Security Grants Branch Manager

GRANT AWARD NOTICE: THIS AWARD IS SUBJECT TO THE GRANT SPECIAL CONDITIONS AND FINAL APPROVAL BY THE DEPARTMENT OF PUBLIC SAFETY, NORTH CAROLINA EMERGENCY MANAGEMENT GRANT PROGRAM BUDGET AND NARRATIVE

MAILING ADDRESS
4236 Mail Service Center
Raleigh NC 27699-4236
www.readync.org
www.ncdps.gov



OFFICE LOCATION
1636 Gold Star Drive
Raleigh, NC 27607-3371
Telephone: (919) 825-2500
Fax: (919) 825-2685

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North Carolina Department of Public Safety

Emergency Management

Roy Cooper, Governor
Erik A. Hooks, Secretary

Michael A. Sprayberry, Director

Homeland Security Grant Program "HSGP"

CFDA #: 97.067

Fiscal Year 2017

Grant Award #: EMW-2017-SS-0085

MEMORANDUM OF AGREEMENT (MOA)**Between****Recipient:**

State of North Carolina

Department of Public Safety

Division of Emergency Management

Sub-Recipient:

City of Charlotte

Tax ID/EIN #: 52-1333483

DUNS#: 071064166

MOA # 1754

DPS Fund Code: 1502-7E02-35H1

MOA Amount: \$2,269,600.00

MOA Period of Performance:

September 1, 2017 to February 28, 2020

1. Purpose:

The purpose of this Memorandum of Agreement (MOA) is to establish responsibilities and procedures to implement the terms of the US Department of Homeland Security (USDHS) HSGP Grant Program. A copy of the complete Federal grant instructions is available at www.fema.gov. This Agreement is to set forth terms by which the State of North Carolina, Department of Public Safety, North Carolina Emergency Management (Recipient), shall provide HSGP funding to the Sub-Recipient to fund projects related to Homeland Security Planning, Operations, Equipment Purchases, Trainings and Exercises. For a more detailed description of the approved Scope of Work, please see Attachment 1.

2. Program Authorization and Regulations:

This Agreement is authorized under the provisions of (1) The Department of Homeland Security Appropriations Act, 2017 (Pub. L. No. 114-113); (2) The 9/11 Commission Act of 2007; (3) Public Law 107-56, (6 U.S.C. § 101 et seq.), the USA Patriot Act of 2001; (4) Public Law 107-296 as amended, the Homeland Security Act of 2002; (5) Public Law 109-295, The Post-Katrina Emergency Management Reform Act of 2006, 6 U.S.C. 752(c); (6) the implementing recommendations or regulations of each Act or Law, if any; (7) the FY 2017 HSGP Notice of Funding Opportunity Announcement (NOFOA) available at www.fema.gov (8) applicable Grants Programs Directorate (GPD) Information Bulletins available at www.fema.gov; and (9) the NC Emergency Management Act, Chapter 166A of the North Carolina General Statutes.

Projects managed by the Recipient (State) on behalf of Sub-Recipient (Only)

☐ By checking this Box I request that the Recipient retain funds effective September 1, 2017. Sub-Recipient has agreed to receive grant funds from Recipient. Sub-Recipient: desires for the North Carolina Emergency Management to conduct activities described in Attachment 1 of this MOA, on its behalf with its allocation of \$2,269,600.00 awarded through the FY 2017 HSGP. Sub-Recipient authorizes Recipient to provide the funds to the State of North Carolina, Department of Public Safety, North Carolina Emergency Management to conduct Planning, make Equipment Purchases, and conduct Training and Exercise activities to improve prevention, protection, preparedness, response and recovery capabilities. See Attachment 1 for detailed Scope of Work.

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3. Compensation:

Recipient agrees that it will pay the Sub-Recipient complete and total compensation for the services to be rendered by the Sub-Recipient. Payment to the Sub-Recipient for expenditures under this Agreement will be reimbursed after the Sub-Recipient's cost report is submitted and approved for eligible scope of work activity. The original signed copy of this Award and MOA must be signed by the Official(s) authorized to sign below and returned to North Carolina Emergency Management no later than 45 after award date. The grant shall be effective upon return of the executed Grant Award and MOA and final approval by North Carolina Emergency Management of the grant budget and program narrative. Grant funds will be disbursed (according to the approved project budget) upon receipt of evidence that funds have been invoiced and products received and/or that funds have been expended (i.e., invoices, contracts, itemized expenses, etc.) and/or that all work activities are completed.

4. Funding Eligibility Criteria:

Federal funds administered through the State are available to local governments to assist in the cost of developing and maintaining a "Comprehensive Homeland Security Response" program. Continued HSGP funding is contingent upon completion of all HSGP funding requirements. The following eligibility criteria must be adhered to during the Grant Program:

A. Every participant must:

- i. Be established as a State, Local, or Non-Profit agency by appropriate resolution/ordinance;
- ii. Complete any procurement(s) and expenditures no later than February 28, 2020.
- iii. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th, April 15th, July 15th and October 15th.
- iv. Submit request for reimbursement with all required documentation attached.

B. File Retention: Sub-Recipient is required to maintain records and (invoices) of this grant for three years after termination of the grant, or audit if required, or longer where required by law, as outlined below, attached and incorporated by reference. Recipient must meet the financial administration requirements in 2 CFR Part 200 and must maintain a file for each HSGP grant award. The files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

However, if a litigation, claim or audit has been initiated prior to the expiration of the three year period and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. Files must be available for review by North Carolina Emergency Management staff for site visits, project closeout and future audits.

Sub-Recipient must include appropriate documentation in the file, including but not limited to the following documents:

1. Grant award and memorandum of agreement/memorandum of understanding and supporting appendices
2. Completed appropriate report forms with invoices and proof(s) of payment
3. Audit findings and corrective action plans
4. Equipment inventory records with photo documentation of labeling

C. The political subdivision must have an acceptable local travel regulation plan or accept the state travel regulations.**5. Conditions:**

The Sub-Recipient certifies that it understands and agrees that funds will only be expended for those projects outlined in the funding amounts as individually listed in the FY 2017 HSGP Application Packet, incorporated by reference herein. The Recipient certifies that it understands and agrees to comply with the general and fiscal terms

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and conditions of the grant including special conditions; to comply with provisions of the applicable laws, rules and policies governing these funds; that all information is correct; that there has been appropriate coordination with affected agencies; that it is duly authorized to commit the Sub-Recipient to these requirements; that costs incurred prior to grant application approval will result in the expenses being absorbed by the Sub-Recipient; and that all agencies involved with this project understand that all Federal funds are limited to the Federal period of performance.

6. Supplantation:

Sub-Recipients are required to provide assurance that grant funds will not be used to supplant or replace local or state funds or other resources that would otherwise have been available for homeland security activities. In compliance with that mandate, the Sub-Recipient certifies that the receipt of Federal funds through North Carolina Emergency Management shall in no way supplant or replace state or local funds or other resources that would have been made available for homeland security activities.

7. Compliance:

Sub-Recipient shall comply with the applicable statutes, ordinances, regulations, licensing requirements, policies, guidelines and requirements, reporting requirements and certifications and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the applicable FY 2017 HSGP NOFO announcement. Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Failure to comply with the specified conditions of this MOA will result in the return of funds and/or items to North Carolina Emergency Management.

8. Responsibilities:**A. The Recipient shall:**

- i. Provide funding to the Sub-Recipient to perform the work activities as described herein.
- ii. Conduct a review of the project to ensure that it is in accordance with HSGP requirements.
- iii. The Federal award date is September 1, 2017. Funds allocated for the performance of the work activities must be encumbered and invoices received by the North Carolina, Department of Public Safety, and North Carolina Emergency Management by February 28, 2020.
- iv. Directly monitor the completion of this project.

B. The Sub-Recipient shall:

- i. Expend FY 2017 HSGP Grant Program funds in accordance with the applicable USDHS and HSGP NOFO announcement, the Grant Application Package, and the Grant Award and Special Conditions documents, incorporated by reference herein, of this MOA for the performance of the work activities.
- ii. Utilize State of North Carolina and/or local procurement policies and procedures for the expenditure of funds, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 44 Code of Federal Regulations (CFR) 2 CFR Part 200. Sub-Recipient must follow procurement procedures and policies as outlined in the applicable USDHS and HSGP NOFO announcement and the USDHS Financial Management Guide. Sub-Recipient shall comply with all applicable laws, regulations and program guidance. Sub-Recipient must comply with the most recent version of the funding administrative requirements, cost principles, and audit requirements. Administrative and procurement practices must conform to applicable Federal requirements. A non-exclusive list of regulations commonly applicable to DHS grants are listed below, codified in the following guidance: 2 CFR 215; 2 CFR Parts 225, 220, and 230; 15 CFR Part 24; Federal Acquisition Regulations (FAR), Part 31.2; and 2 CFR 200 Sub-part F and 44 CFR Part 14; 28 CFR Part 23 "Criminal Intelligence Systems Operating Policies"; 49 CFR Part 1520 "Sensitive Security Information"; Public Law 107-296, The Critical Infrastructure Act of 2002; Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000 et. seq.; Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794; The Age Discrimination Act of 1975, as amended, 20 U.S.C. 6101 et. seq.; Cash Management Improvement Act (CMIA) and its implementing regulations at 31 CFR Part 205; FEMA Grant Programs Directorate, Grants Management Division, Match Guidance; Certifications and Assurances regarding Lobbying 31 U.S.C.

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1352, Drug-Free Workplace Act, as amended, 41 U.S.C. 701 et. seq. and Certification Regarding Drug-Free Workplace Requirements, Debarment and Suspension Executive Orders 12549 and 12689 and 44 CFR Part 17 and Certification Regarding Debarment, Suspension and Other Responsibility Matters; Assurances as listed in SF 424B and SF 424D, 28 CFR Parts 66, 67, 69, 70 and 83; and Grant Award and Special Conditions documents.

- C. Submit invoice(s) requesting reimbursement for item(s) received to the NCEM Grants Management Branch Grants Manager. Recipient will reimburse Sub-Recipient for eligible costs as outlined in the applicable USDHS Program Guidelines and NOFO announcements. Sub-Recipient must take possession of all purchased equipment and receive any grant-eligible service prior to seeking reimbursement from the Recipient. Sub-Recipient must submit request for reimbursement within 60 days of payment of invoice.
- D. Sub-Recipient must take possession of all purchased equipment, receive any grant-eligible service and/or complete work activities prior to seeking reimbursement from the Recipient.
- E. Complete the procurement(s) process not later than February 28 2020.
- F. Provide quarterly progress reports to NCEM Grant Managers, Training and Exercise Officer(s), and Field Branch Staff, as applicable using the latest Grant Quarterly Report form by the following dates: January 15th , April 15th, July 15th and October 15th. (Attachment 2)
- G. Maintain a grant management filing system as required in this MOA.
- H. Provide a list at project completion phase to the Grants Manager, DPR chair, and/or Branch Office listing all items purchased through the grant.
- I. Comply with the applicable Federal statutes, regulations, policies, guidelines and requirements, reporting requirements and certifications as outlined in the applicable FY 2017 HSGP NOFO announcement and Grant Award and Special Conditions documents.
- J. Comply with current Federal laws, suspension and debarment regulations pursuant to 2 CFR 200 Sub-part F and OMB which states in pertinent part that “effective November 26, 2003, when a non-Federal entity enters into a covered transaction with an entity at a lower tier, the non-Federal entity must verify that the entity is not suspended or debarred or otherwise excluded. Sub-Recipient shall be responsible to ensure that it has checked the Federal System for Awards Management (SAM) <https://www.sam.gov/portal/public/SAM/> and the State Debarred Vendors Listing, <http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-Recipients have not been suspended or debarred from doing business with the Federal government”.
- K. Ensure that HSGP funds are not used to support the hiring of any personnel for the purposes of fulfilling traditional public safety duties or to supplant traditional public safety positions and responsibilities.
- L. Non-supplanting Requirement. Federal grant funds shall be used to supplement existing funds, and shall not replace (supplant) funds that have been appropriated for the same purpose.
- M. All materials publicizing or resulting from award activities shall contain this acknowledgement: “This project was supported by a Federal award from the US Department of Homeland Security, Department of Public Safety, North Carolina Emergency Management.” Use of the Federal program logo must be approved by USDHS. Printed as a legend, either below or beside the logo shall be the words “Funded by US Department of Homeland Security.
- N. The purchase or acquisition of any additional materials, equipment, accessories or supplies or completion of any work activities beyond those identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

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- O. Sub-Recipient shall have sole responsibility for the maintenance, insurance, upkeep, and replacement of any equipment procured pursuant to this Agreement unless hand receipted or transferred.
- P. Maintain an effective property management system that complies with the following requirements. Equipment is defined as tangible, non-expendable property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. Sub-Recipient may have property management guidelines that are more restrictive, requiring a unit of equipment with a value of less than \$5,000 to be inventoried; if so, such equipment purchased under this award allocation shall be included on the report submitted to Recipient.
 - i. Recipient and Sub-Recipient shall take an initial physical inventory of any equipment. The grant summary, cost reports with backup documentation, certificate of title, and any other Sub-Recipient reports or inventory reports that include information regarding the grant, vendor, invoice number, cost per item, number of items, description, location, condition and identification number may be used to meet this requirement.
 - ii. Sub-Recipient must ensure a control system exists to ensure adequate safeguards to prevent loss, damage or theft. Sub-Recipient shall be responsible for replacing or repairing equipment which is willfully or negligently lost, stolen, damaged, or destroyed. Any loss, damage or theft of the property must be investigated and fully documented, and made part of the official project records.
 - iii. Sub-Recipient or equipment owner must ensure adequate maintenance procedures exist to keep the equipment in good condition.
 - iv. Disposition Procedures. Sub-Recipient may dispose of the equipment when the original or replacement equipment acquired under the grant award is no longer needed for the original project or program. Items with a fair market value of less than \$5,000 may be retained, transferred or otherwise disposed of with prior approval of Recipient and in accordance with disposition requirements in 2 CFR Part 200. Items with a current per unit standard Federal or fair market value in excess of \$5,000 may be retained, transferred or otherwise disposed of with prior Recipient approval in accordance with disposition requirements in 2 CFR Part 200. Sub-Recipient must provide documentation that includes the method used to determine current fair market value.
 - v. Only authorized equipment listed in the Authorized Equipment List (AEL), with appropriate grant listed are eligible for purchases from this grant. For more guidance visit www.fema.gov.
- Q. No indirect or administrative costs will be charged to this allocation award.
- R. Sub-Recipient must utilize equipment as intended in their project application to NCEM. Any variation from this intended use must be requested in writing and approved by NCEM. Any equipment purchased under the HSGP is subject to use as a regional asset to be utilized by the USDHS, North Carolina Emergency Management, or Domestic Preparedness Region partners and statewide as needed. Failure to adhere to this policy might result in revocation of funds allocated for the purchase of said equipment.
- S. Sub-Recipient must have a DUNS Number, prior to any funds being released. DUNS Numbers may be obtained from either of the following web links: www.dnb.com or <http://fedgov.dnb.com/webform>.
- T. Each Sub-Recipient shall ensure their organization is registered with the System for Award Management (SAM). It is required for all applicants name, address, DUNS number and EIN are up to date in SAM and that the DUNS number used in SAM is the same one used to apply for all FEMA awards. SAM information can be found at <http://www.sam.gov>. Future payments will be contingent on the information provided in SAM; therefore it is imperative that the information is correct.
- U. The purchase or acquisition of any additional materials, equipment, accessories or supplies, or the provision of any training, exercise or work activities beyond that identified in this MOA shall be the sole responsibility of Sub-Recipient and shall not be reimbursed under this MOA.

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9. Funding:

All terms and conditions of this MOA are dependent upon and subject to the allocation of funds from the USDHS and NCEM for the purpose set forth and the MOA shall automatically terminate if funds cease to be available. Allowable costs shall be determined in accordance with the applicable USDHS Program Guidelines, which include, but may not be limited to, the FY 2017 HSGP NOFO announcement, available at: www.fema.gov, 2 CFR Parts 200 Sub-part F, 215, 220, 225, and 230, Federal Acquisition Regulations (FAR) Part 31.2, OMB Circulars A-21 and the USDHS Financial Management Guide available at www.dhs.gov. Allowable costs are also subject to the approval of the State Administrative Agent for the State of North Carolina, the Secretary of the Department of Public Safety.

10. Taxes:

Sub-Recipient shall be considered to be an independent Sub-Recipient and as such shall be responsible for all taxes.

11. Warranty:

As an independent sub-recipient, the Sub-Recipient will hold the Recipient harmless for any liability and personal injury that may occur from or in connection with the performance of this Agreement to the extent permitted by the North Carolina Tort Claims Act. Nothing in this Agreement, express or implied, is intended to confer on any other person any rights or remedies in or by reason of this Agreement. This Agreement does not give any person or entity other than the parties hereto any legal or equitable claim, right or remedy. This Agreement is intended for the sole and exclusive benefit of the parties hereto. This Agreement is not made for the benefit of any third person or persons. No third party may enforce any part of this Agreement or shall have any rights hereunder. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

12. Audit Requirements:

For all USDHS grant programs, Sub-Recipient is responsible for obtaining audits in accordance with 2 CFR 200 Subpart F.

13. State Property:

Sub-Recipient shall be responsible for the custody and care of any property purchased with HSGP funds furnished for use in connection with the performance of this Agreement and shall reimburse the Recipient for any loss or damage to said property until the property is disposed of in accordance with HSGP Program requirements. Recipient will not be held responsible for any property purchased under this MOU/MOA. Title to the property purchased with HSGP funds shall be in the Sub-Recipient unless noted in section 8 of the MOA.

14. Points of Contact:

To provide consistent and effective communication between Sub-Recipient and the Department of Public Safety, North Carolina Emergency Management, each party shall appoint a Principal Representative(s) to serve as its central point of contact responsible for coordinating and implementing this MOA. The Department of Public Safety, North Carolina Emergency Management contact shall be, Assistant Director for Planning & Homeland Security, the NCEM Grants Management Branch Staff, and the NCEM Field Branch Staff. The Sub-Recipient point of contact shall be the HSGP Program Manager or the person designated by the Sub-Recipient. All confidential information of either party disclosed to the other party in connection with the services provided hereunder will be treated by the receiving party as confidential and restricted in its use to only those uses contemplated by the terms of this MOA. Any information to be treated as confidential must be clearly marked as confidential prior to transmittal to the other party. Neither party shall disclose to third parties, the other party's confidential information without written authorization to do so from the other party. Specifically excluded from such confidential treatment shall be information that:

- i. as of the date of disclosure and/or delivery, is already known to the party receiving such information;
- ii. is or becomes part of the public domain, through no fault of the receiving party;

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- iii. is lawfully disclosed to the receiving party by a third party who is not obligated to retain such information in confidence; or
- iv. is independently developed at the receiving party by someone not privy to the confidential information.

15. Public Records Access:

While this information under Federal control is subject to requests made pursuant to the Freedom of Information Act (FOIA), 5 U.S.C. §552 et. seq., all determinations concerning the release of information of this nature are made on a case-by-case basis by the FEMA FOIA Office. This agreement may be subject to the North Carolina Public Records Act, Chapter 132 of the North Carolina General Statutes.

16. Subcontracting:

If Sub-Recipient subcontracts any or all purchases or services required under this Agreement, then Sub-Recipient agrees to include in the subcontract that the subcontractor is bound by the terms and conditions of this MOA. Sub-Recipient and any subcontractor agree to include in the subcontract that the subcontractor shall hold Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this MOA. If Sub-Recipient subcontracts any or all purchases or services required under this MOA, a copy of the executed subcontract Agreement must be forwarded to Recipient. A contractual arrangement shall in no way relieve Sub-Recipient of its responsibilities to ensure that all funds issued pursuant to this grant be administered in accordance with all state and Federal requirements. Sub-Recipient is bound by all special conditions of this grant award as set out in the Grant Application Package and the Grant Award and Special Conditions documents, incorporated by reference herein, as well as all terms, conditions and restrictions of the applicable HSGP NOFO announcement referenced herein.

17. Situs:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement shall be filed in State Court in Wake County, North Carolina.

18. Antitrust Laws:

This Agreement is entered into in compliance with all State and Federal antitrust laws.

19. Other Provisions/Severability:

Nothing in this Agreement is intended to conflict with current laws or regulations of the State of North Carolina, Department of Public Safety, North Carolina Emergency Management, or the Sub-Recipient. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

20. Compliance with the law:

Sub-Recipient shall be wholly responsible for the purchases to be made under this MOA and for the supervision of its employees and assistants. Sub-Recipient shall be responsible for compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of its business and purchase requirements performed under this MOA, including those of Federal requirements and State and local agencies having appropriate jurisdiction and found in the FY 2017 HSGP NOFO announcement.

21. Entire Agreement:

This Agreement and any annexes, exhibits and amendments annexed hereto and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements or agreements.

22. Modification:

This Agreement may be amended only by written amendments duly executed by the Recipient and the Sub-Recipient.

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23. Certification of eligibility--Under the Iran Divestment Act:

Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq.* requires that each vendor, prior to contacting with the State certifies, and the undersigned on behalf of the Vendor does hereby certify, to the following:

- i. that the vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
- ii. that the vendor shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and
- iii. that the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer’s Final Divestment List can be found on the State Treasurer’s website at the address: <https://www.nctreasurer.com/inside-the-department/OpenGovernment/Pages/Iran-divestment-Act-resources.aspx> and will be updated every 180 days. For Questions about the Department of State Treasurer’s Iran Divestment Policy, please call (919) 814-3852.

24. Buy American and Hire American:

All recipients are required to comply with any applicable provisions of the Buy American Act (41 U.S.C. Sections 8301 through 8305), and any other applicable statutes, regulations, or rules that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States.

25. Termination:

The terms of this agreement, as modified with the consent of all parties, will remain in effect until February 28, 2020. Either party upon thirty days advance written notice to the other party may terminate this agreement. Upon approval by USDHS, FEMA and the issuance of the Grant Adjustment Notice, if this MOA is extended, the termination date for the extension will be the date listed in the applicable USDHS, FEMA Grant Adjustment Notice, incorporated by reference herein. If USDHS suspends or terminates funding in accordance with 2 CFR 200 and the 2017 HSGP NOFOA, incorporated by reference herein, the Sub-Recipient shall reimburse North Carolina Emergency Management for said property and/or expenses.

26. Budget and Scope of Work:

Sub-Recipient shall implement the HSGP project summarized below and as described in the approved project application. That application is hereby incorporated by reference into this Agreement. The Recipient shall reimburse eligible costs according to the following expenditures:

A. Funding Summary

<u>Project Costs:</u>	
Federal Share:	\$ 2,269,600.00
State Share:	\$ 0.00
<u>Local Share:</u>	<u>\$ 0.00</u>
TOTAL:	\$ 2,269,600.00

B. Scope of Work Summary

Please see Attachment 1 for a detailed Scope of Work description.

C. Reports to be provided during Period of Performance

Sub-Recipient must also provide a semi-annual summary (progress report); no later than July 15th to the NCEM Grant Manager and/or NCEM Field Planner to ensure that the project deliverables are being met, and that each grant contract is operating within budget.

D. Reports to be provided at the Conclusion of Work (if applicable)

- i. Quarterly project progress reports.

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- ii. Sub-Recipient involved legal action that pertains to Planning, Organization, Training, Exercise and Equipment purchased with HSGP.
- iii. After action report from exercise.
- iv. Training course roster and description.
- v. Any other documentation that would be pertinent.
- vi. Any invoices detailing the expenses associated with the project.
- vii. Proof of Payment of expenses associated with the project.

27. Lobbying Prohibition:

The Sub-Recipient certifies, to the best of its knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person or employee of any state or Federal agency, a member of the NC General Assembly, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representative of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

28. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- A. Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally-Assisted Programs of the 2 CFR. 200 and North Carolina regulation as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- C. Solicitation for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractors obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

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- D. Information and Reports: The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Research and Special Programs Administration (RSPA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the Research and Special Programs Administration as appropriate, and shall set forth what efforts it has made to obtain such information.
- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with nondiscrimination provisions of this contract, the Recipient shall impose contract sanctions as it or the Research and Special Programs Administration may determine to be appropriate, including, but not limited to:
- i. Withholding of payments to the contractor under the contract until the contractor complies; and/or
 - ii. Cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor shall include the provisions of every subcontract, including procumbent of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contract shall take such action with respect to any subcontract or procurements as the Recipient or the Research and Special Programs Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provide, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontract or supplier as a result of such direction, the contractor may request the Recipient to enter into such litigation to protect the of the Recipient and, in addition the contractor may request the United States to enter such litigation to protect the interests of the United States.

29. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:

Sub-Recipient hereby agrees that as a condition to receiving any Federal financial assistance from the USDHS it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the Act) and all requirements imposed by or pursuant to 2 CFR Sub Part F, Nondiscrimination in Federally-Assisted Programs of the USDHS - Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations) and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be otherwise discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance from the USDHS, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations. More specifically and without limiting the above general assurance, the Sub-Recipient hereby gives the following specific assurance with respect to the project:

- A. Agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to ("facility")) operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
- B. Insert the following notification in all solicitations for bids for work or material subject to the Regulations and, in adapted form in all proposals for negotiated agreements:

In accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and 2 CFR Sub Part F issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in regard to any contract entered into pursuant to this advertisement, minority, business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or national origin in consideration for an award.

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- C. Insert the clauses of this agreement in every contract subject to the Act and the Regulations.
- D. This assurance obligates the Recipient for the period during which Federal financial assistance is extended to the project.
- E. Provide for such methods of administration for the program as are found by the Secretary of USDHS or the official to whom he delegates specific authority to give reasonable guarantee that is, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
- F. Agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, and Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the USDHS and is binding on it, other recipients, sub-recipients, contractors, subcontractors, transferees, successors in interest and other participants in the USDHS Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the recipients.

30. Assurance of Compliance with Title VI of the Civil Rights Act of 1964:

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by Sub-Recipient executed in expending these grant funds:

- A. The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for itself, herself/himself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this [deed, license, lease, permit, etc.] for a purpose for which a USDHS program or activity is extended or for another purpose involving the provision of similar services or benefits, the Sub-Recipient [licensee, lessee, permittee, etc.] shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 2 CFR Sub Part F and as said Regulations may be amended.
- B. That in the event of breach of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [licenses, lease, permit, etc.] had never been made or issued.
- C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said lands and facilities thereon, and the above-described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by Sub-Recipient:

- A. The [Sub-Recipient, licensee, lessee, permittee, etc., as appropriate] for herself/himself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in case of deeds, and leases add "as a covenant running with the land"] that (1) no person on the grounds of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color, sex, or national origin shall be excluded from the participation in, be denied the benefits of, or be otherwise subjected to discrimination, and (3) that the [Sub-Recipient, licensee, lessee, permittee, etc.] shall use the premises in compliance with all other requirements imposed by or pursuant 2 CFR Sub Part F Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

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- B. That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to terminate the [license, lease, permit, etc.] and to re-enter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.
 - C. That in the event of breach of any of the above nondiscrimination covenants, Sub-Recipient shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of Sub-Recipient and its assigns.
- * Reverted clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

31. Assurance of Compliance with Privacy Act:

The Sub-Recipient agrees:

- A. To comply with the provisions of the Privacy Act of 1974, 5 U.S.C. §552A and regulations adopted there under, when performance under the program involves the design, development, or operation of any system or records on individuals to be operated by the Sub-recipient, its third-party contractors, subcontractors, or their employees to accomplish a USDHS function.
- B. To notify USDHS when the Sub-Recipient or any of its third-party contractors, subcontractors, sub-recipients, or their employees anticipate a system of records on behalf of USDHS in order to implement the program, if such system contains information about individuals name or other identifier assigned to the individual. A system of records subject to the Act may not be used in the performance of this Agreement until the necessary and applicable approval and publication requirements have been met.
- C. To include in every solicitation and in every third-party contract, sub-grant, and when the performance of work, under that proposed third-party contract, sub grant, or sub agreement may involve the design, development, or operation of a system of records on individuals to be operated under that third-party contract, sub grant, or to accomplish a USDHS function, a Privacy Act notification informing the third party contractor, or sub Recipient, that it will be required to design, develop, or operate a system of records on individuals to accomplish a USDHS function subject to the Privacy Act of 1974, 5 U.S.C. §552a, and applicable USDHS regulations, and that a violation of the Act may involve the imposition of criminal penalties; and
- D. To include the text of Sections 30 part A through C in all third party contracts, and sub grants under which work for this Agreement is performed or which is award pursuant to this Agreement or which may involve the design, development, or operation of a system of records on behalf of the USDHS.

32. Certification Regarding Drug-Free Workplace Requirements (Sub-Recipients Other Than Individuals):

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 44 CFR Part 17, Sub Part F. The regulations, published in the January 31, 1989 Federal Register, require certification by sub-Recipient, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of the act upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension of debarment, (See 2 CFR Part 200).

- A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Sub-Recipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- B. Establish a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Sub-recipient's policy of maintaining a drug-free workplace;

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- iii. Any available drug counseling, rehabilitation, and employee assistance programs;
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- C. Make it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
- i. Abide by the terms of the statement;
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying the agency within ten days after receiving notice under subparagraph (D) (ii), from an employee or otherwise receiving actual notice of such conviction.
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(ii), with respect to any employee who is convicted:
- i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purpose by federal, state, local health, law enforcement, or other appropriate agency.
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

33. Execution and Effective Date:

This grant shall become effective upon return of this original Grant Award and MOA, properly executed on behalf of the Sub-recipient, to North Carolina Emergency Management and will become binding upon execution of all parties to the Agreement. The terms of this Agreement will become effective September 1, 2017. The last signature shall be that of Erik A. Hooks, Secretary for the North Carolina Department of Public Safety.

34. Term of this Agreement:

This agreement shall be in effect from September 1, 2017 to February 28, 2020.

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IN WITNESS WHEREOF, the parties have each executed this Agreement and the parties agree that this Agreement will be effective as of September 1, 2017

**NC DEPARTMENT OF PUBLIC SAFETY
DIVISION OF EMERGENCY MANAGEMENT
1636 GOLD STAR DR
RALEIGH, NC 27607**

**CITY OF CHARLOTTE
500 DALTON AVENUE
CHARLOTTE, NC 28206**

DocuSigned by:
BY: Michael A. Sprayberry
**MICHAEL A. SPRAYBERRY, DIRECTOR
NORTH CAROLINA EMERGENCY MANAGEMENT**

DocuSigned by:
BY: Chief Howard D. Key
BEACB7A4AE6C470...

APPROVED AS TO PROCEDURES:

DocuSigned by:
BY: James Cherokee
**JAMES J. CHEROKE, CONTROLLER
DEPARTMENT OF PUBLIC SAFETY**

BY: _____

DocuSigned by:
BY: William Polk
**WILLIAM POLK, ASSISTANT GENERAL COUNSEL
REVIEWED FOR THE DEPARTMENT OF
PUBLIC SAFETY, BY WILLIAM POLK,
DPS ASSISTANT GENERAL COUNSEL, TO FULFILL THE
PURPOSES OF THE US DEPARTMENT OF
HOMELAND SECURITY GRANT PROGRAMS**

DocuSigned by:
BY: Erik A. Hooks
**ERIK A. HOOKS, SECRETARY
DEPARTMENT OF PUBLIC SAFETY**

THIS MOA WAS PREVIOUSLY APPROVED AS TO FORM BY THE NORTH CAROLINA DEPARTMENT OF JUSTICE FOR THE FY 2017 HOMELAND SECURITY GRANT PROGRAM ONLY AND IS SUBJECT TO EXECUTION BY ERIK A. HOOKS, SECRETARY OF THE DEPARTMENT OF PUBLIC SAFETY. THIS MOU/MOA SHOULD NOT BE USED FOR OTHER MOUs/MOAs FOR THE HSGP FOR OTHER FISCAL YEARS.

Attachment 1

2017 UASI Final Budget				
Program	Allotted(Award)	Budgeted	LEPTA %	LEPTA Total
Total Award	\$2,837,000.00			
State Withholding 5% M&A	\$141,850.00			
State Withholding 15% (returned to UASI)	\$425,550.00			
UASI Available	\$2,269,600.00			
Charlotte M&A	\$100,000.00			
Project Available	\$2,169,600.00			
LEPTA (required) 25% by IJ	\$709,250.00			
Interoperable Communications	\$320,000.00			
Command and Control	\$0.00			
CBRNE Response	\$499,600.00			
Tactical, Law Enforcement, Terrorism Prevention	\$500,000.00			
Training and Exercises	\$55,000.00			
Total LEPTA from IJ Projects	\$1,374,600.00			
Total LEPTA from State 15%	\$106,387.50			
Total LEPTA with IJ Projects & State 15%	\$1,480,987.50			
IJs & Projects				
M&A		\$100,000.00		
Grants Administrator		\$70,000.00		
UAWG and UASI Conference		\$30,000.00		
Interoperable Communications		\$640,000.00		\$320,000.00
Radio System Infrastructure & Equipment		\$620,000.00	LEPTA - 50%	\$310,000.00
COML and RADO Training		\$20,000.00	LEPTA - 50%	\$10,000.00
Command and Control		\$100,000.00		
EOC Technology		\$100,000.00		
CBRNE Response		\$829,600.00		\$499,600.00
Hazmat/Rescue Planner		\$80,000.00		
Hazmat Monitoring Equipment		\$499,600.00	LEPTA - 100%	\$499,600.00
USAR Equipment Purchase		\$250,000.00		
Tactical, Law Enforcement, Terrorism Prevention		\$500,000.00		\$500,000.00
SWAT/Bomb Intermediate Robot		\$150,000.00	LEPTA - 100%	\$150,000.00
Bomb Tech Hand Tool Kits		\$100,000.00	LEPTA - 100%	\$100,000.00
EOD Nano Detection Equipment		\$100,000.00	LEPTA - 100%	\$100,000.00
SWAT Night Vision		\$150,000.00	LEPTA - 100%	\$150,000.00
Training and Exercises		\$100,000.00		\$55,000.00
Joint UASI Hazmat Team Training		\$30,000.00	LEPTA - 25%	\$7,500.00
Joint UASI EOD/Bomb Team Training		\$30,000.00	LEPTA - 100%	\$30,000.00
FEMA Courses (ICS/COOP/Recovery)		\$30,000.00	LEPTA - 25%	\$7,500.00
Joint Counterterrorism Conference		\$10,000.00	LEPTA - 100%	\$10,000.00
State Portion Returned (15%)		\$425,550.00		\$106,387.50
WebEOC State-wide Fusion		\$425,550.00	LEPTA - 25%	\$106,387.50
Total in Projects (UASI Allocation only)		\$2,169,600.00		\$1,374,600.00
Total in UASI Projects and UASI M&A		\$2,269,600.00		\$1,374,600.00
Total in Projects (with State 15%)		\$2,695,150.00		\$1,480,987.50

Updated: Alisha Rebman - 6/10/2017

Attachment 2

Quarterly Progress Report

Sub-Recipient: UASI (City of Charlotte)
MOA Number: 1754
FY 2017 HSGP — EMW-2017-SS-00085-S01

Quarter (list dates):

Grant Award Amount: \$2,269,600.00 Funds Expended Prior Quarters:
Funds Expended This Quarter:

Activities	Metric	Current Status
1. Equipment	Dates, current status. For example: list needs identified, items in vendor negotiation, purchased, placed in service, etc.	
2. Planning	Dates, current status. For example: list needs identified, updates or revisions made to plans, or those to be made.	
3. Training	Dates, status of training. For example: list identified needs; training planned, in progress, or conducted (with agenda and roster attached).	
4. Exercise	Dates, status of exercise. For example: list identified needs; exercise(s) planned, in progress, or conducted (with After Action Report attached).	

Report submitted by:
Date:

Quarterly Progress Reports are due:

January 15
April 15
July 15
October 15

Attachment 3

Attachment 3 - EXAMPLE**Grant-Funded Typed Resource Report****Tool Instructions:**

- Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
- Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
- Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
- Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
- Enter the cost of the equipment or training.
- Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch. This Form Can be accessed at www.fema.gov/media-library/assets/documents/28973?id=6432

SUBGRANTEE:		GRANT#:		PROJECT:							
Carolina County		2013-SS-00033-S01-13xx		Generators & Generator Switches							
Equipment or Training	NIMS Typed Discipline or State/Local Discipline/Community of Interest Supported	NIMS Typed Resource Supported	NIMS Type #	State/Local Typed Resource Supported (if applicable)	Typed Equipment Purchased	# of Personnel Trained for Typed Teams	# of Typed Teams Trained	Sustain Current Capability/Add New Capability	Core Capability Supported	Cost of Purchase	Comments
Equipment	Fire / Hazmat	HazMat Entry Team	I	N/A	WMD Liquid Splash-Protective CPC	N/A	N/A	Add New	Environmental Response / Health and Safety	\$ 90,000.00	This new PPE will increase a Type II to a Type I HazMat Entry Team by fulfilling the PPE requirements for a Type I team. This investment completes the upgrade of this team.
Training	Incident Management	Incident Management Team	III	N/A	N/A	53	2	Sustain Current	Operational Coordination	\$ 150,000.00	This Training sustained policy awareness for a State and two Regional IMTs. This training maintains emergency staff awareness that would have otherwise been out-of-date within 3 months of the training.
Equipment	Public Health and Medical	State / Local Other (provide in comments section)	State / Local Other	Water Ambulance	ALS Rescue Boat	N/A	N/A	Add New	Mass Care Services	\$ 100,000.00	The ALS Rescue Boat meets State typing for Water Ambulance. This equipment purchase adds a new capability to the local EMS. Teams will begin training to complete the resource.
Training	Search and Rescue	US&R Task Forces	II	N/A	N/A	63	23	Sustain Current	Mass Search and Rescue Operations	\$ 75,000.00	63 Responders were trained in structural collapse to support 23 Type II USAR Teams. This training sustained current levels of staffing in anticipation of current staff retiring.

Attachment 3 Grant-Funded Typed Resource Report

Tool Instructions:

1. Each row should contain one piece of equipment purchased with or training held using grant funds for current reporting period. **Only report purchases and trainings that have already been completed and funds have been expended and drawn down.**
2. Choose from the drop-down menu whether the line is for equipment or training, the NIMS Typed Discipline, NIMS Typed Resource and NIMS Type #, as published by FEMA's National Integration Center (NIC) that the equipment supports, if NIMS Typed.
- 2a. If equipment or training is not NIMS Typed, choose "State/Local Other" in drop-down menu and provide State/Local typing or Community of Interest information in the Comments.
3. Choose whether the piece of equipment or training is to "Sustain Current" existing capabilities or will increase or "Add New" capability .
4. Choose the Core Capability or Capabilities that the Typed Resource supports. If more than one Core Capability is applicable, expand the columns by clicking the '+' above the 'Cost of Purchase' column to show more 'Core Capability Supported' columns.
5. Enter the cost of the equipment or training.
6. Enter additional information in the Comments, including a brief description of whether the training or equipment purchased sustains existing capabilities; adds or improves an existing capability; or builds a new capability from scratch.

[illegible]

Attachment 4

The Department of Homeland Security Standard Terms and Conditions 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2017. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, recipients have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency (LEP)), sex, age, disability, religion, or familial status, recipients must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS FAO and the [DHS Office of Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event courts or administrative agencies make a finding of discrimination on grounds of race, color, national origin (including LEP), sex, age, disability, religion, or familial status against the recipient, or recipients settle a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS FAO and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

The Department of Homeland Security Standard Terms and Conditions 2017

Age Discrimination Act of 1975

All recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

All recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

All recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

All recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

All recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

All recipients must comply with the *Drug-Free Workplace Act of 1988* ([41 U.S.C. § 701 et seq.](#)), which requires all organizations receiving grants from any federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at [2 C.F.R. Part 3001](#).

The Department of Homeland Security Standard Terms and Conditions 2017

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).

Energy Policy and Conservation Act

All recipients must comply with the requirements of [42 U.S.C. § 6201](#) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

All recipients must comply with the requirements of [31 U.S.C. § 3729](#)- 3733 which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, [15 U.S.C. § 2225a](#), all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, [15 U.S.C. § 2225](#).

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

All recipients must comply with the *Title VI of the Civil Rights Act of 1964* (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department->

The Department of Homeland Security Standard Terms and Conditions 2017

[supported-organizations-provide-meaningful-access-people-limited](#) and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

All recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action concerning the award or renewal.

National Environmental Policy Act

All recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

All recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

Procurement of Recovered Materials

All recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

All recipients must comply with the requirements of Section 504 of the [Rehabilitation Act of 1973, 29 U.S.C. § 794](#), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

The Department of Homeland Security Standard Terms and Conditions 2017

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

All recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

All recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference in the award terms and conditions.

Universal Identifier and System of Award Management (SAM)

All recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference in the terms and conditions.

USA Patriot Act of 2001

All recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act \(USA PATRIOT Act\)](#), which amends [18 U.S.C. §§ 175–175c](#).

Use of DHS Seal, Logo and Flags

All recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at [10 U.S.C § 2409](#), [41 U.S.C. 4712](#), and [10 U.S.C. § 2324](#), [41 U.S.C. §§ 4304](#) and [4310](#).

Attachment 5

Required Sub-Recipient File Documentation

Sub-grantee or sub-recipient must meet the financial administration requirements in 2 C.F.R Part 200 and must maintain a file for each homeland security grant award. The files must be available for review by the North Carolina Division of Emergency Management – Homeland Security Branch Staff for site visits, project closeout and future audits.

Sub-grantee or sub-recipient must include appropriate documentation in the file, including but not limited to the following documents:

1. Grant Award and Memorandum of Agreement/ Memorandum of Understanding and Supporting Appendices
2. Completed appropriate cost report forms with invoices and proof(s) of payment
3. Audit Findings and Corrective Action Plans
4. Equipment Inventory records with photo documentation of labeling

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 9104-X, THE 2017-2018 BUDGET ORDINANCE PROVIDING AN APPROPRIATION OF \$2,269,600 FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY.

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

- Section 1. That the sum of \$2,269,600 is available from the US Department of Homeland Security
- Section 2. That the sum of \$2,269,600 is hereby appropriated to the General Grants and LTD Project Fund (2600):
Project: 3140301801
Source: 1100
Type: 11006800
Year 2018
- Section 3. That the existence of this project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

City Attorney



Agenda Date: 1/8/2018

Agenda #: 26. File #: 15-6389 Type: Consent Item

Medical Supplies for Animal Care and Control

Action:

- A. Award a unit price contract to the lowest responsive bidder MWI Veterinary Supply for the purchase of medicals supplies for one year, and**
- B. Authorize the City Manager to renew the contracts for up to four, one year terms with possible price adjustments and to amend the contract consistent with the purpose for which the contract was approved.**

Staff Resource(s):

Kerr Putney, Police
Charles Bannerman, Police

Explanation

- A variety of medical supplies are needed for the Animal Care and Control Division of the Charlotte-Mecklenburg Police Department to treat animals for injuries, illness, and to maintain the health of animals in their care for court cases, rabies, quarantines, reclaims, and adoptions.
- On July 14, 2017, the City issued an Invitation to Bid; five bids were received from interested providers. MWI Veterinary Supply was selected as the lowest responsive, responsible bidder.
- MWI Veterinary Supply will be paid the unit prices set forth in the contract.
- Annual expenditures are estimated to be \$70,000 per year.

Charlotte Business INclusion

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

Fiscal Note

Funding: Police Operating Budget



Agenda Date: 1/8/2018

Agenda #: 27. File #: 15-6955 Type: Consent Item

City Bridge Inspection Contracts

Action:

- A. Award a contract in the amount \$133,291.15 with WSP USA Inc. for the inspection of bridges not qualifying for federal funds,**
- B. Award a contract in the amount of \$523,622.88 with WSP USA Inc. for the inspection of bridges that qualify for federal funds administered by the State of North Carolina,**
- C. Adopt a resolution authorizing the City Manager to execute a Municipal Agreement with the North Carolina Department of Transportation to share the cost of inspecting 164 City-maintained bridges and culverts in the amount of \$418,898.30, and**
- D. Adopt a budget ordinance appropriating North Carolina Department of Transportation funds of \$418,898.30.**

Staff Resource(s):

Liz Babson, Transportation
Gus Jordi, Transportation

Explanation

- The Federal Highway Administration (FHWA) mandates that bridges and culverts be inspected every two years.
- Bridges are inspected for structural adequacy, safety, and functionality.
- Bridges that are greater than 20 feet in length qualify for federal reimbursement of 80 percent of the cost of inspections.
- The North Carolina Department of Transportation (NCDOT) administers the reimbursement process on behalf of FHWA.
- The intergovernmental arrangement constitutes multiple agreements and contracts that must be approved by the City Council.
- On August 24, 2017, the City issued a Request for Qualifications (RFQ); eight proposals were received from interested service providers.
- WSP USA Inc. best meets the City's needs on the basis of demonstrated competence and qualifications of professional services in response to the RFQ.
- This is the first part of the 2018 Bridge Inspection Program. Over the next two years, City Council will see contracts for the design and construction of needed repairs related to these inspection

contracts.

Action A

- The contract with WSP USA Inc. is for the inspection of 41 City-maintained bridges and culverts that do not qualify for federal reimbursement.
- The City is responsible for 100 percent of costs associated with the inspection and maintenance of these bridges and culverts.
- The City's costs are included in the 2016 Bonds.

Action B, C, and D

- The contract with WSP USA Inc. is for the inspection of 164 City-maintained bridges that qualify for federal reimbursement.
- FHWA will reimburse the City for 80 percent of the total cost of inspections, which is \$418,898.30.
- The City is responsible for 20 percent of the total cost, which is \$104,724.58.
- The FHWA reimbursement and City's cost total \$523,622.88.

Charlotte Business INclusion

Action A

The City negotiated subcontracting goals after the proposal selection process (Part C: Section 2.1(h) of the Charlotte Business Inclusion Policy). WSP USA Inc. has committed 11.8% (\$15,732.14) of the total contract amount to the following certified firm:

- Boyle Consulting Engineers, PLLC (SBE) (\$15,732) (bridge inspection services)

Action B

NCDOT does not permit sub-consultants for National Bridge Inspection Standards work.

Fiscal Note

Funding: Transportation Community Investment Plan and the Federal Highway Administration Funds

Attachment(s)

Budget Ordinance

List of Qualifying Bridges

List of Non-Qualifying Bridges

Resolution

ORDINANCE NO. _____

AN ORDINANCE TO AMEND ORDINANCE NUMBER 9104-X, THE 2017-2018 BUDGET ORDINANCE PROVIDING
AN APPROPRIATION OF \$418,898.30 FOR THE INSPECTION OF BRIDGES AND CULVERTS

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

Section 1. That the sum of \$418,898.30 hereby estimated to be available from the North Carolina Department of Transportation, Funding Source: 4292000184-1100-11003000

Section 2. That the sum of \$418,898.30 is hereby appropriated in the General Capital Investment Fund (4001) into the following project: GL: 4001-42-42-4230-429200-000000-000-530100- PL: 4292000184-1000000000

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

2018 Qualifying - NBIS Bridge List

	Structure Number	Facility Carried	Feature Intersected	Last Inspection Date
1	590006	CHOATE CIRCLE	STEEL CREEK	6/1/2016
2	590007	CHOATE CIRCLE	POLK DITCH	6/1/2016
3	590020	PARK ROAD	LITTLE SUGAR CREEK	6/13/2016
4	590021	PARK RD	BRIAR CREEK	6/13/2016
5	590039	MARGARET WALLACE	MCALPINE CREEK	3/1/2016
6	590042	IDLEWILD ROAD	MCALPINE CREEK	6/2/2016
7	590056	HIGHLAND AVENUE	NORFOLK SOUTHERN RR.	7/13/2016
8	590057	PLOTT ROAD	REEDY CREEK	3/1/2016
9	590074	ROCKY RIVER RD.	TOBY CREEK	4/13/2016
10	590081	HUCKS ROAD	BR. OF CLARKS CK, TRIB.1	2/7/2017
11	590106	SLATER ROAD	IRWIN CREEK	4/14/2016
12	590138	EAST 12TH ST.	TRYON STREET	5/24/2016
13	590144	GUM BRANCH ROAD	GUM BRANCH	4/25/2016
14	590152	PINEY TOP DR.	COFFEY CREEK	4/5/2016
15	590154	LA SALLE STREET	IRWIN CREEK	4/14/2016
16	590164	CHARLOTTETOWNE AVE	LITTLE SUGAR CREEK	4/6/2016
17	590197	SMITH RD.	WALKER BRANCH	9/2/2015
18	590200	JOHNSTON RD.	MCMULLEN CREEK	4/26/2016
19	590210	MICHAEL BAKER ROAD	BRIAR CREEK	6/14/2016
20	590232	ELIZABETH AVENUE	LITTLE SUGAR CREEK	4/25/2016
21	590233	JOHN PRICE ROAD	STEELE CREEK	4/14/2016
22	590234	COULWOOD DRIVE	GUM BRANCH	3/21/2016
23	590240	QUAIL HOLLOW RD.	MCMULLEN CREEK	4/26/2016
24	590254	MATHESON AVENUE	NORTH DAVIDSON STREET	4/19/2016
25	590255	MATHESON AVE.	SOU.RR,BREVARD ST.	8/8/2016
26	590258	W. TRADE STREET	IRWIN CREEK	4/27/2016
27	590273	ROZZELLES FERRY RD	STEWART CREEK	6/23/2016
28	590274	MATHESON AVE.	LITTLE SUGAR CREEK	5/12/2016
29	590365	MARGARET WALLACE R	CAMPBELL CREEK	3/1/2016
30	590368	W. TRADE STREET	STEWART CREEK	4/5/2016
31	590370	PARKWAY AVENUE	LAKEWOOD BRANCH	4/14/2016
32	590372	TODDVILLE RD.	PAW CREEK	4/18/2016
33	590374	REMOUNT ROAD	SOUTHERN RAILROAD	7/14/2016
34	590375	CLANTON ROAD	IRWIN CREEK	5/12/2016
35	590376	BARRINGER DRIVE	IRWIN CREEK	6/22/2016
36	590377	REMOUNT ROAD	IRWIN CREEK	6/15/2016
37	590378	WESTINGHOUSE BLVD.	NORFOLK SOUTHERN RR	7/21/2016
38	590379	SOUTHWEST BLVD.	STEWART CREEK TRIBUTARY	4/5/2016
39	590380	LASALLE STREET	STEWART CREEK	4/6/2016
40	590381	PAW CREEK ROAD	PAW CREEK	4/18/2016
41	590382	CORNET WAY	LAKEWOOD BRANCH	4/13/2016
42	590383	WEST TYVOLA RD.	SOUTHERN RAILROAD	7/14/2016
43	590384	STATE STREET	STEWART CREEK	5/24/2016
44	590385	TUCKASEEGEE ROAD	STEWART CREEK	5/12/2016
45	590386	TUCKASEEGEE ROAD	PEDESTRIAN FOOTPATH	3/4/2016
46	590387	SHARON ROAD	LITTLE SUGAR CREEK	4/4/2016

47	590389	4TH STREET EXT.	IRWIN CREEK & PEDESTRIAN	4/18/2016
48	590390	MOCKINGBIRD LANE	LITTLE HOPE CREEK	4/4/2016
49	590391	SENECA PLACE	LITTLE HOPE CREEK	4/5/2016
50	590392	TYVOLA ROAD	LITTLE SUGAR CREEK	6/14/2016
51	590393	ARCHDALE DRIVE	LITTLE SUGAR CREEK	6/2/2016
52	590394	BRANDYWINE AVENUE	LITTLE SUGAR CREEK	4/4/2016
53	590395	HILLSIDE AVENUE	LITTLE SUGAR CREEK	6/14/2016
54	590396	PRINCETON AVENUE	LITTLE SUGAR CREEK	4/4/2016
55	590397	EAST BOULEVARD	LITTLE SUGAR CREEK	6/22/2016
56	590398	MEDICAL CENTER DR.	LITTLE SUGAR CREEK	6/22/2016
57	590399	PEARL PARKWAY	LITTLE SUGAR CREEK	4/27/2016
58	590402	KINGS DRIVE	C.P.C.C.PARKING LOT	4/6/2016
59	590403	CENTRAL AVENUE	US74, I277 RAMP	5/26/2016
60	590405	STARITA ROAD	IRWIN CREEK	4/1/2016
61	590406	WOODWARD AVENUE	ABANDONED SRR	3/4/2016
62	590407	NORTH CALDWELL ST.	SEABOARD COASTLINE RR	7/14/2016
63	590408	EAST 11TH STREET	CATS, Light Rail	3/25/2016
64	590409	BELMONT AVENUE	LITTLE SUGAR CREEK	5/24/2016
65	590410	18TH STREET	LITTLE SUGAR CREEK	5/23/2016
66	590411	PARKWOOD AVENUE	LITTLE SUGAR CREEK	5/18/2016
67	590412	N. DAVIDSON STREET	LITTLE SUGAR CREEK	4/19/2016
68	590413	SHARON ROAD	BRIAR CREEK	4/6/2016
69	590414	SHARON VIEW ROAD	MCMULLEN CREEK	6/3/2016
70	590415	MOUNTAIN BROOK RD.	MCMULLEN CREEK	4/6/2016
71	590416	DALECREST DRIVE	IRWIN CREEK	4/4/2016
72	590417	WEST CRAIGHEAD RD	DERITA BRANCH	4/8/2016
73	590418	EAST 36TH STREET	LITTLE SUGAR CREEK	4/4/2016
74	590419	RANDOLPH ROAD	BRIAR CREEK	5/12/2016
75	590420	ARBORWAY LANE	MCMULLEN CREEK	4/4/2016
76	590421	FAIRVIEW ROAD	MCMULLEN CREEK	4/6/2016
77	590423	WELLINGFORD ROAD	LITTLE SUGAR CREEK	5/12/2016
78	590424	CRAIGHEAD ROAD	LITTLE SUGAR CREEK	4/14/2016
79	590425	COUNTRY CLUB DRIVE	BRIAR CREEK	4/13/2016
80	590426	CENTRAL AVENUE	BRIAR CREEK	5/11/2016
81	590427	COMMONWEALTH AVE.	BRIAR CREEK	4/6/2016
82	590428	BRIAR CREEK ROAD	EDWARDS BRANCH	4/13/2016
83	590429	RANDOLPH ROAD	MCMULLEN CREEK	4/6/2016
84	590431	OLD PROVIDENCE RD.	MCALPINE CREEK	4/5/2016
85	590432	SHAMROCK DRIVE	BRIAR CREEK	3/1/2016
86	590433	SARDIS LANE	MCALPINE CREEK	5/23/2016
87	590434	SARDIS ROAD	MCALPINE CREEK	6/3/2016
88	590435	BARRINGTON DRIVE	BRIAR CREEK	4/7/2016
89	590436	MILTON ROAD	BRIAR CREEK TRIBUTARY	4/7/2016
90	590437	GALWAY DRIVE	BRIAR CREEK TRIBUTARY	4/5/2016
91	590438	EXECUTIVE CTR DR.	CAMPBELL CREEK	4/7/2016
92	590439	REDDMAN ROAD	CAMPBELL CREEK TRIB.	5/11/2016
93	590441	HOVIS ROAD	CSX RR	7/26/2016
94	590443	MORRIS FIELD DRIVE	SOUTHERN RAILROAD	7/14/2016
95	590444	HOSKINS ROAD	STEWART CREEK	5/12/2016
96	590445	IDLEWILD ROAD	CAMPBELL CREEK	4/7/2016

97	590446	SARDIS ROAD NORTH	SARDIS BRANCH	3/2/2016
98	590447	COLONY ROAD	BRIAR CREEK	3/22/2016
99	590477	WESTMONT DRIVE	SOUTHERN RAILROAD	7/13/2016
100	590484	OLD STEELE CRK RD.	SOUTHERN RAILROAD	7/21/2016
101	590485	CHADSFORD PLACE	BR.OF BRIAR CREEK	4/7/2016
102	590486	TYVOLA ROAD	LITTLE SUGAR CREEK TRIB.	6/13/2016
103	590497	SARDIS RD.	SEABOARD COASTLINE RR	7/13/2016
104	590498	SARDIS RD.NORTH	BEARD CREEK	4/27/2016
105	590527	FOUR MILE CRK ROAD	BRANCH OF FOURMILE CREEK	5/4/2016
106	590547	KATHERINE KIKER RD	BACK CREEK	4/19/2016
107	590555	DWIGHT EVANS ROAD	SOUTHERN RAILROAD	7/13/2016
108	590556	TYVOLA ROAD	SUGAR CREEK	6/15/2016
109	590557	HEBRON STREET	KING BRANCH CREEK	5/6/2016
110	590560	RED HICKORY LN.	STEELE CREEK TRIBUTARY	4/14/2016
111	590617	EAST HARRIS BLVD.	CAMPBELL CREEK	5/11/2016
112	590646	ELMSTONE DR.	BRANCH	5/3/2016
113	590696	SEQUOIA RED LANE	REA BRANCH	3/2/2016
114	590710	SHARON VIEW RD.	SWAN RUN BRANCH	4/7/2016
115	590810	BALLANTYNE CR. AVE	GOLF CART PATH	5/3/2016
116	591012	E.WESTINGHOUSE BLV	KINGS BRANCH	4/26/2016
117	591013	BREVARD STREET	LITTLE SUGAR CREEK	5/18/2016
118	591015	COLONY ROAD	MCALPINE CREEK	5/6/2016
119	591016	JOHNSTON ROAD	MCALPINE CREEK	5/3/2016
120	591017	PAVILION BLVD.	MALLARD CREEK	4/5/2016
121	591019	WESTINGHOUSE BLVD.	LITTLE SUGAR CREEK	4/1/2016
122	591032	BALLANTYNE CORP.PL	US 521/I-485 RAMP	5/4/2016
123	591034	BALLANTYNE CORP.PL	MCALPINE CK.TRIBUTARY	5/4/2016
124	591035	HIGHLAND CRK.PKWY	CLARK CK.TRIBUTARY	5/11/2016
125	591164	BERRYHILL ROAD	BRIAR CREEK TRIBUTARY	5/18/2016
126	591166	HIGHLAND CRK. PKWY	CLARK CREEK TRIBUTARY	5/11/2016
127	591167	NORTH FALLS DRIVE	SUGAR CREEK TRIBUTARY	5/12/2016
128	591168	SAXONBURY ROAD	CLARK CREEK	5/11/2016
129	591169	SHAMROCK DRIVE	BRIAR CREEK TRIBUTARY	5/11/2016
130	591170	TYVOLA CENTRE DR.	IRWIN CREEK TRIBUTARY	6/15/2016
131	591314	CRUMP ROAD	NORFOLK SOUTHERN RR	7/21/2016
132	591315	LINDA LAKE DRIVE	LINDA LAKE	6/2/2016
133	591332	FRED D ALEXANDER BLVD	MT. HOLLY RD	6/23/2016
134	591333	FRED D ALEXANDER BLVD	CSX RR	6/23/2016
135	591334	FRED D ALEXANDER BLVD	CSX RR	6/23/2016
136	591335	REA ROAD	REA BRANCH CREEK	6/1/2016
137	591336	DENBUR DRIVE	CREEK	6/2/2016
138	New-COC031	PARKWOOD AVENUE	LITTLE SUGAR CREEK TRIB.	3/18/2016
139	New-COC032	DAVIDSON ST.	LITTLE SUGAR CREEK TRIB.	3/18/2016
140	New-COC033	BELMONT AVE.	LITTLE SUGAR CREEK TRIB.	3/18/2016
141	New-COC048	HUBBARD RD.	Creek Tributary	4/7/2016
142	New-COC057	ARCHDALE DR.	KINGS BRANCH CREEK	3/18/2016
143	New-COC058	NORTH CALDWELL ST	LITTLE SUGAR CREEK TRIB.	3/18/2016
144	New	BARCLAY DOWN DR.	BRANCH OF BRIAR CREEK	
145	New	COLONY RD.	McMULLEN CREEK	
146	New	NORTHLAKE CENTERE PKWY.	DIXON BRANCH CREEK	

147	New	WILMORE DR.	BRANCH OF IRWIN CREEK	
148	New	IDLEBROOK DR.	BRANCH OF CAMPBELL CREEK	
149	New	SWANS RUN RD.	BRANCH OF McALPINE CREEK	
150	New	SHEFFIELD DR.	EDWARDS BRANCH	
151	New	BRADBURY DR.	BRANCH OF LITTLE HOPE CREEK	
152	New	DONEGAL DR.	BRANCH OF McMULLEN CREEK	
153	New	IBM DR.	BRANCH OF DOBY CREEK	
154	New	KENILWORTH AVE.	BRANCH OF LITTLE SUGAR CRREK	
155	New	MARLWOOD CIR.	MCALPINE CREEK	
156	New	ERINSHIRE RD.	MCMULLEN CREEK	
157	New	SEIGLE AVE.	BRANCH OF LITTLE SUGAR CRREK	
158	New	KENTBROOK DR.	LITTLE SUGAR CREEK	
159	New	LIONESS ST.	BRANCH OF WALKER BRANCH	
160	New	GLENBURN LN.	BRANCH OF BEAVER DAM CREEK	
161	New	GLEN LAKE	BRANCH OF TAGGART CREEK	
162	New	ALVARADO WY.	BRANCH OF FLAT BRANCH	
163	New	SONOMA VALLEY DR.	BRANCH OF LONG CREEK	
164	New	ALLEGNANY ST.	BRANCH OF TAGGART CREEK	

2018 Non-Qualifying Bridge List

	Structure Number	Traffic	Facility Carried	Feature Intersected	Last Inspection Date
1	COC001	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2/4/2016
2	COC002	Pedestrian	Pedestrian Walkway	Gum Branch	4/7/2016
3	COC003	Pedestrian	Pedestrian Walkway	E. Martin Luther King Blvd.	3/18/2016
4	COC004	Pedestrian	Pedestrian Walkway	Little Hope Creek	3/9/2016
5	COC007	Pedestrian	Pedestrian Walkway	Edward Branch	3/9/2016
6	COC008	Pedestrian	Pedestrian Walkway	McMullan Creek Trib.	3/9/2016
7	COC010	Pedestrian	Pedestrian Walkway	Briar Creek Trib.	2/5/2016
8	COC011	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2/5/2016
9	COC013	Pedestrian	Pedestrian Walkway	Little Sugar Creek	2/5/2016
10	COC027	Vehicle	Canon Ave.	Derita Branch	3/8/2016
11	COC029	Pedestrian	Pedestrian Walkway	Cambell Creek Trib.	3/9/2016
12	590422	Vehicle	KENTBROOK DRIVE	LITTLE SUGAR CREEK	3/18/2016
13	590466	Pedestrian	Pedestrian Walkway	East Trade Street	2/3/2016
14	590467	Pedestrian	Pedestrian Walkway	East 4th Street	2/3/2016
15	590468	Pedestrian	Pedestrian Walkway	South College Street	2/3/2016
16	590470	Pedestrian	Pedestrian Walkway	East 3rd Street	2/4/2016
17	590471	Pedestrian	Pedestrian Walkway	South College Street	2/3/2016
18	590483	RR	Norfolk Southern Railroad	Tyvola Road	5/27/2016
19	590553	Pedestrian	Pedestrian Walkway	West 4th Street	2/4/2016
20	590554	Pedestrian	Pedestrian Walkway	South College Street	2/4/2016
21	590618	Pedestrian	Pedestrian Walkway	East 4th Street	2/4/2016
22	590654	Pedestrian	Pedestrian Walkway	North Caswell Street	2/4/2016
23	590655	Pedestrian	Pedestrian Walkway	North College Street	2/3/2016
24	590656	Pedestrian	Pedestrian Walkway	5th Street	2/4/2016
25	590697	RR	Norfolk Southern Railroad	West 5th Street	5/16/2016
26	590699	RR	Norfolk Southern Railroad	6th Street	5/16/2016
27	590699b	RR	Norfolk Southern Railroad	6th Street	5/16/2016
28	590700	RR	Norfolk Southern Railroad	Tryon Street	4/12/2016
29	590701	RR	Norfolk Southern Railroad	Trade Street	5/16/2016
30	590702	RR	Norfolk Southern RR	4th Street	5/16/2016
31	590703	RR	CSX Railroad	Belhaven Blvd.	4/12/2016
32	590704	RR	CSX Railroad	Seigle Ave.	5/2/2016
33	590705	RR	CSX Railroad	Hawthorne Lane	5/2/2016
34	590706	RR	CSX Railroad	Tryon St.	4/12/2016
35	590707	RR	CATS Blue Line	Trade Street	5/27/2016
36	590708	RR	CATS Blue Line	3rd Street	5/27/2016
37	590709	RR	CATS Blue Line	4th Street	5/27/2016
38	590712	Pedestrian	Pedestrian Walkway	E. 5th Street	2/4/2016
39	590713	Pedestrian	Pedestrian Walkway	S. Caswell Rd.	2/4/2016
40	590741	Pedestrian	Pedestrian Walkway	Church St.	2/4/2016
41	591008	RR	CATS Blue Line	Stonewall St.	5/27/2016

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF
CHARLOTTE, NORTH CAROLINA ON JANUARY 8, 2018.**

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

WHEREAS, The Federal Government requires that all bridge structures 20 feet or greater that carry vehicular traffic on public roads be inspected every two years; and,

WHEREAS, The NCDOT will share the cost (80%) of inspecting qualifying bridges; and,

WHEREAS, The City's portion (20%) is estimated to be \$104,724.58 and is included in the budget; and,

WHEREAS, City Council is asked to approve a Municipal Agreement between the City and NCDOT related to the inspection of City maintained bridges.

NOW, THEREFORE, BE IT RESOLVED that this resolution authorizing the City Manager to execute a municipal agreement with the NCDOT to share the cost (80%) of inspecting qualifying bridges on public roads every two years, is hereby formally approved by the City Council of the City of Charlotte and the Director of Transportation and Clerk of this Municipality are hereby empowered to sign and execute the Agreement with the aforementioned groups.



Agenda Date: 1/8/2018

Agenda #: 28. **File #:** 15-6975 **Type:** Consent Item

Resolution of Intent to Abandon a Portion of Township Road

Action:

- A. Adopt a Resolution of Intent to abandon a portion of Township Road, and**
- B. Set a public hearing date for February 12, 2018.**

Staff Resource(s):

Liz Babson, Transportation
Jeff Boenisch, Transportation

Policy

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

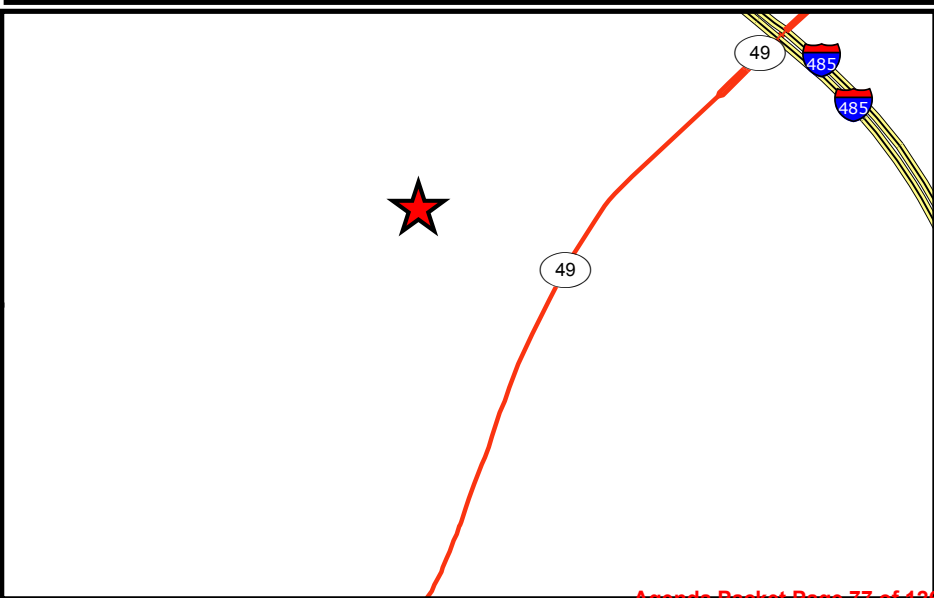
Explanation

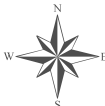
- North Carolina General Statute 160A-299 outlines the procedures for permanently closing streets and alleys.
- The Charlotte Department of Transportation received a petition to abandon public right-of-way and requests this Council action in accordance with the statute.
- The action removes land from 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.
- The portion of Township Road is located in Council District 3.

Attachment(s)

Map

Resolution






CITY OF CHARLOTTE
DEPARTMENT OF TRANSPORTATION

Right-of-Way Abandonment
Petition 2017-08

Right-of-Way Abandonment Area



A Portion of
Township Road

RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE a portion of Township Road in the City of Charlotte, Mecklenburg County, North Carolina

Whereas, **Charlotte-Mecklenburg Schools** has filed a petition to close a portion of Township Road in the City of Charlotte; and

Whereas, a portion of Township Road is an unopened right-of-way that currently separates a property currently or formerly owned by Dean F. Bassett and Kitty B. Bassett (Deed Book 3831, PG 351) from another property currently or formerly owned by George Ray Casper and Mary B. Casper (Deed Book 5867, PG 439), and said right-of-way consists of 35,716, as shown in the maps marked “Exhibit A” and is more particularly described by metes and bounds in the document marked “Exhibit B” all of which are available for inspection in the office of the City Clerk, City Hall, Charlotte, North Carolina; and

Whereas, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that City Council first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for two successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the closing and public hearing shall be prominently posted in at least two places along said street or alley.

Now, therefore, be it resolved, by the City Council of the City of Charlotte, at its regularly scheduled session of January 8, 2018, that it intends to close a portion of Township Road and that the said street (or portion thereof) being more particularly described on a map and calls a public hearing on the question to be held at 7:00pm on Monday, the 12th day of February, 2018, in CMGC meeting chamber, 600 East 4th Street, Charlotte, North Carolina.

The City Clerk is hereby directed to publish a copy of this resolution in the Mecklenburg Times once a week for two successive weeks next preceding the date fixed here for such hearing as required by N.C.G.S. 160A-299.

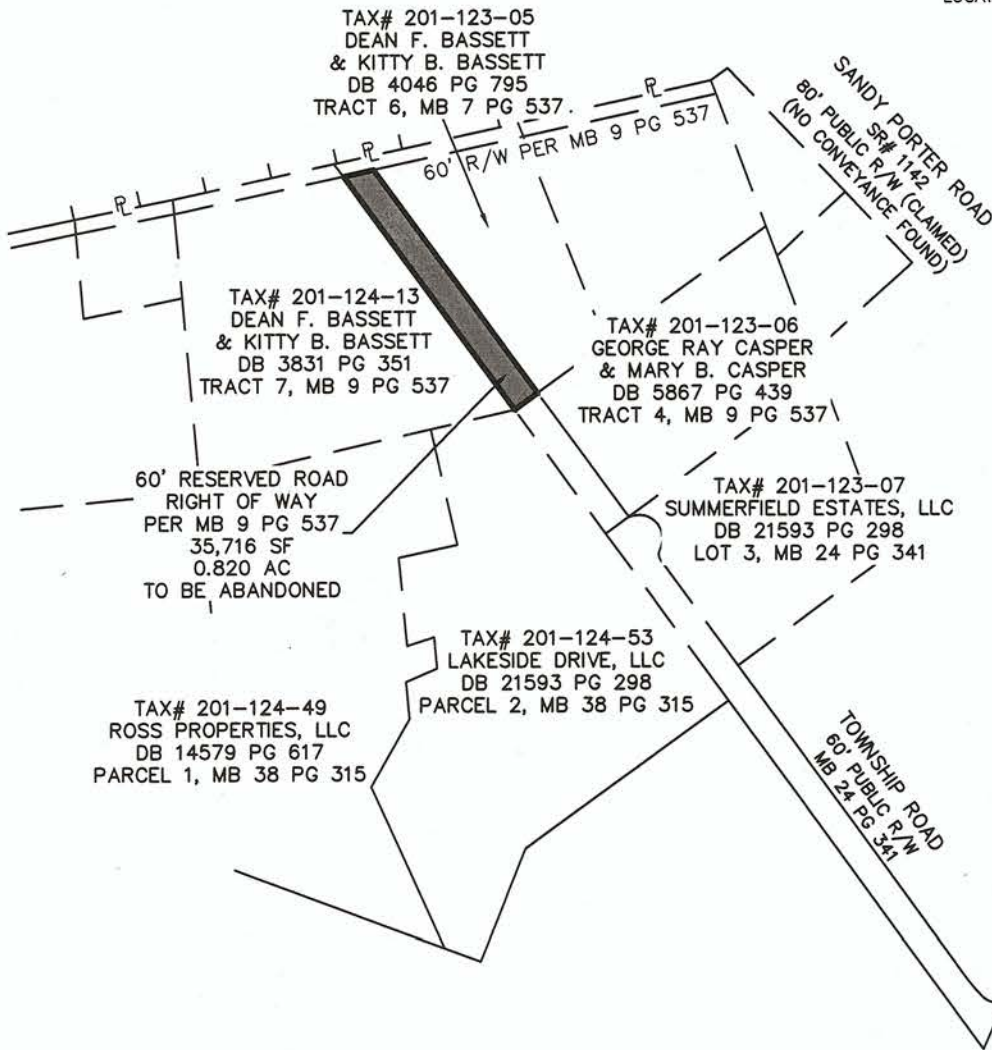
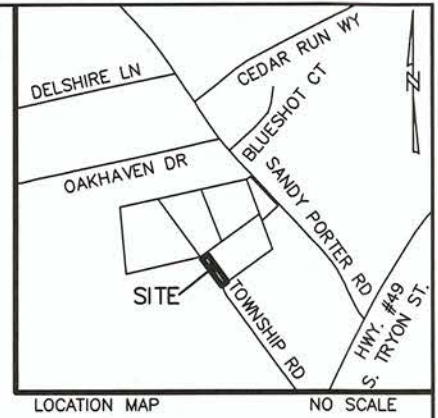
NOTES

SUBJECT TRACT PLAT REFERENCE: BOUNDARY/TOPOGRAPHIC SURVEY BY ESP ASSOCIATES, FOR CHARLOTTE-MECKLENBURG SCHOOLS. DATED 3/3/2017.

60' RESERVED ROAD RIGHT OF WAY, AS SHOWN HEREON PLOTTED FROM INFORMATION TAKEN FROM SAID PLAT AND ORIENTED TO FOUND MONUMENTATION. RECORDED CONVEYANCE FOUND FOR THIS 60' RESERVED RIGHT OF WAY IN MAP BOOK 9 PAGE 537.

TAX PARCELS: A PORTION OF 201-123-05, 201-123-06.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



***EASEMENT IN FAVOR OF DUKE ENERGY AND ALL OTHER OWNERS OF EXISTING UNDERGROUND UTILITIES AND TELECOMMUNICATION FACILITIES, UPON, UNDER, AND ACROSS THE ENTIRE PROPERTY DESCRIBED ABOVE FOR ACCESS TO AND FOR THE INSTALLATION, MAINTENANCE, REPLACEMENT, AND REPAIR OF CONDUIT, CABLE, WIRES, AND/OR RELATED EQUIPMENT

LEGEND

- SF - SQUARE FOOT
- AC - ACRES
- DB - DEED BOOK
- PG - PAGE
- R - PROPERTY LINE
- R/W - RIGHT OF WAY
- TM - TAX MAP
- - #5 REBAR FOUND, UNLESS OTHERWISE NOTED
- - COMPUTED POINT
- - - - - SUBJECT TRACT BOUNDARY LINE
- - - - - ADJOINING BOUNDARY LINE
- - - - - RIGHT OF WAY LINE
- - - - - R/W TO BE ABANDONED

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND IS FOR ROAD ABANDONMENT PURPOSES ONLY

ROBERT D. BARTLETT, NCPLS# L-3635



ESP Associates, P.A.
P.O. Box 7030 Charlotte, NC 28241
3475 Lakemont Blvd. Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com
FIRM #0587

REV 2 10/27/2017 ADD NOTE PER CLIENT RDB
REV 1 10/25/2017 REVISED ABANDONMENT AREA TFB

CLIENT:		CHARLOTTE-MECKLENBURG SCHOOLS	
		3301 STAFFORD DRIVE CHARLOTTE, NC 28208 (980) 343-4876	
ABANDONMENT EXHIBIT FOR A PORTION OF 60' RESERVED ROAD RIGHT OF WAY		Scale:	NTS
LOCATED IN: CITY OF CHARLOTTE MECKLENBURG COUNTY NORTH CAROLINA		Date:	8/21/2017
EX64.800		Drawing No.	EX64800_ABANDONMENT
Project No.		Job No.	EX64.800.000
Designed By	SMT	Sheet	1
Drawn By	RDB	Of	2
Project-Mngr.	Checked By		

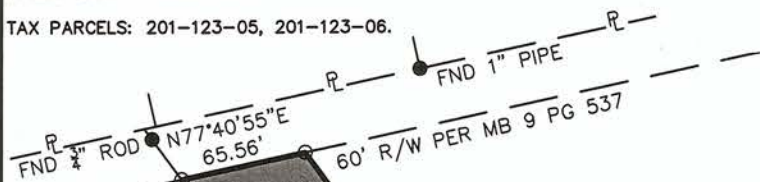
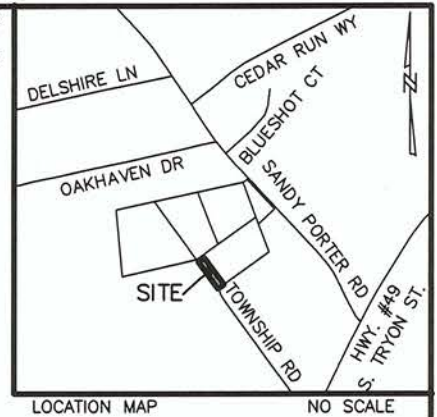
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TAX PARCELS: 201-123-05, 201-123-06.

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.



TAX# 201-123-05
DEAN F. BASSETT
& KITTY B. BASSETT
DB 4046 PG 795
TRACT 6, MB 9 PG 537

TAX# 201-123-04
DEWARD E. SHELTON
& CARRIE B. SHELTON
DB 2293 PG 539
TRACT 5, MB 9 PG 537

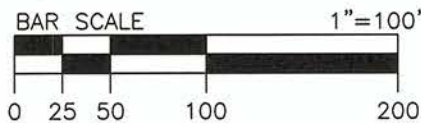
TAX# 201-124-13
DEAN F. BASSETT
& KITTY B. BASSETT
DB 3831 PG 351
TRACT 7, MB 9 PG 537

60' RESERVED ROAD
RIGHT OF WAY
PER MB 9 PG 537
35,716 SF
0.820 AC
TO BE ABANDONED

TAX# 201-123-06
GEORGE RAY CASPER
& MARY B. CASPER
DB 5867 PG 439
TRACT 4, MB 9 PG 537

TAX# 201-124-49
ROSS PROPERTIES, LLC
DB 14579 PG 617
PARCEL 1, MB 38 PG 315

TAX# 201-124-53
LAKESIDE DRIVE, LLC
DB 21593 PG 298
PARCEL 2, MB 38 PG 315



LEGEND

- SF - SQUARE FOOT
- AC - ACRES
- DB - DEED BOOK
- PG - PAGE
- R - PROPERTY LINE
- R/W - RIGHT OF WAY
- TM - TAX MAP
- - #5 REBAR FOUND, UNLESS OTHERWISE NOTED
- - COMPUTED POINT

- SUBJECT TRACT BOUNDARY LINE
- ADJOINING BOUNDARY LINE
- RIGHT OF WAY LINE
- R/W TO BE ABANDONED

I, ROBERT D. BARTLETT, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND IS FOR ROAD ABANDONMENT PURPOSES ONLY
Robert D. Bartlett 10/27/17
ROBERT D. BARTLETT, NCPLS# L-3635

REV 2 10/27/2017 ADD NOTE PER CLIENT RDB
REV 1 10/25/2017 REVISED ABANDONMENT AREA TFB

CLIENT: **CHARLOTTE-MECKLENBURG SCHOOLS**
3301 STAFFORD DRIVE
CHARLOTTE, NC 28208
(980) 343-4876

ABANDONMENT EXHIBIT FOR A PORTION OF 60' RESERVED ROAD RIGHT OF WAY

LOCATED IN: CITY OF CHARLOTTE
MECKLENBURG COUNTY
NORTH CAROLINA

Scale:
1"=100'
Date
8/21/2017

Drawing No.
EX64800_ABANDONMENT
Job No.
EX64,800.000

EX64,800	Project No.	SMT	Designed By	SMT	Drawn By	RDB	Project-Mngr.	RDB	Checked By	Sheet	Of
										2	2



ESP Associates, P.A.
P.O. Box 7030 3475 Lakemont Blvd.
Charlotte, NC 28241 Fort Mill, SC 29708
704-583-4949 (NC)
803-802-2440 (SC)
www.espassociates.com
FIRM #0587

COMMENCING AT A FOUND $\frac{3}{4}$ " ROD A COMMON CORNER WITH GEORGE RAY CASPER AND MARY B. CASPER AS RECORDED IN BOOK 5867 PAGE 439 AND TRACT 4 OF MAP BOOK 9 PAGE 537 OF THE MECKLENBURG COUNTY REGISTRY, LAKESIDE DRIVE, LLC AS RECORDED IN BOOK 21593 PAGE 298 AND PARCEL 2 OF MAP BOOK 38 PAGE 315 OF THE MECKLENBURG COUNTY REGISTRY AND DEAN F. BASSETT AND KITTY B. BASSETT AS RECORDED IN BOOK 3831 PAGE 351, AND BEING TRACT 7 OF MAP BOOK 9 PAGE 537 OF THE MECKLENBURG COUNTY REGISTRY, THENCE WITH THE COMMON LINE WITH BASSETT N 36-04-39 W 608.47' TO A POINT ON THE SOUTHERN MARGIN OF THE 60' RIGHT-OF-WAY AS RECORDED IN MAP BOOK 9 PAGE 537 THENCE WITH THE SOUTHERN MARGIN OF THE AFFOREMENTIONED RIGHT-OF-WAY N 77-40-55 E 65.56' TO A POINT, THENCE LEAVING THE SOUTHERN RIGHT-OF-WAY LINE AND FOLLOWING THE EASTERN LINE OF THE 60' RESERVED ROAD RIGHT-OF-WAY AS RECORDED IN MAP BOOK 9 PAGE 537, S 36-04-39 E 582.06' TO A POINT, A COMMON CORNER WITH THE AFFOREMENTIONED CASPER PROPERTY, THENCE WITH THE COMMON LINE WITH CASPER S 53-55-19 W 60.00' TO THE POINT OF BEGINNING CONTAINING 0.820 ACRES MORE OR LESS.





Agenda Date: 1/22/2018

Agenda #: 29. **File #:** 15-6978 **Type:** Consent Item

Little Rock Road Sidewalk Project

Action:

Award a contract in the amount of \$897,769.40 to the lowest responsive bidder DOT Construction, Inc. for the construction of Little Rock Road Sidewalk project.

Staff Resource(s):

Mike Davis, Engineering and Property Management
Derrel Poole, Engineering and Property Management

Explanation

- This contract will construct three quarters of a mile of new sidewalk along Little Rock Road between Tuckaseegee Road and Robert L. Smith Park located in Council District 3.
- This project supports the City's Sidewalk Program to enhance connectivity, offer transportation choices, and improve pedestrian safety.
- On November 7, 2017, the City issued an Invitation to Bid for Little Rock Road Sidewalk; five bids were received from interested service providers.
- DOT Construction, Inc. was selected as the lowest responsive, responsible bidder.
- The project is anticipated to be complete by fourth quarter 2018.

Charlotte Business INclusion

Established SBE Goal: 14.00%

Committed SBE Goal: 21.00%

DOT Construction, Inc. exceeded the established SBE subcontracting goal, and has committed 21.00% (\$188,531.57) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

- Pavers, Walls and Stamped Concrete, LLC (SBE, MBE) (\$182,531.57) (concrete)
- D's Trucking Service, Inc (SBE) (\$6,000) (hauling)

Established MBE Goal: 7.00%

Committed MBE Goal: 20.33%

DOT Construction, Inc. exceeded the established MBE subcontracting goal, and has committed 20.33% (\$182,531.57) of the total contract amount to the following certified firms (Part B: Section 3 of the Charlotte Business INclusion Policy):

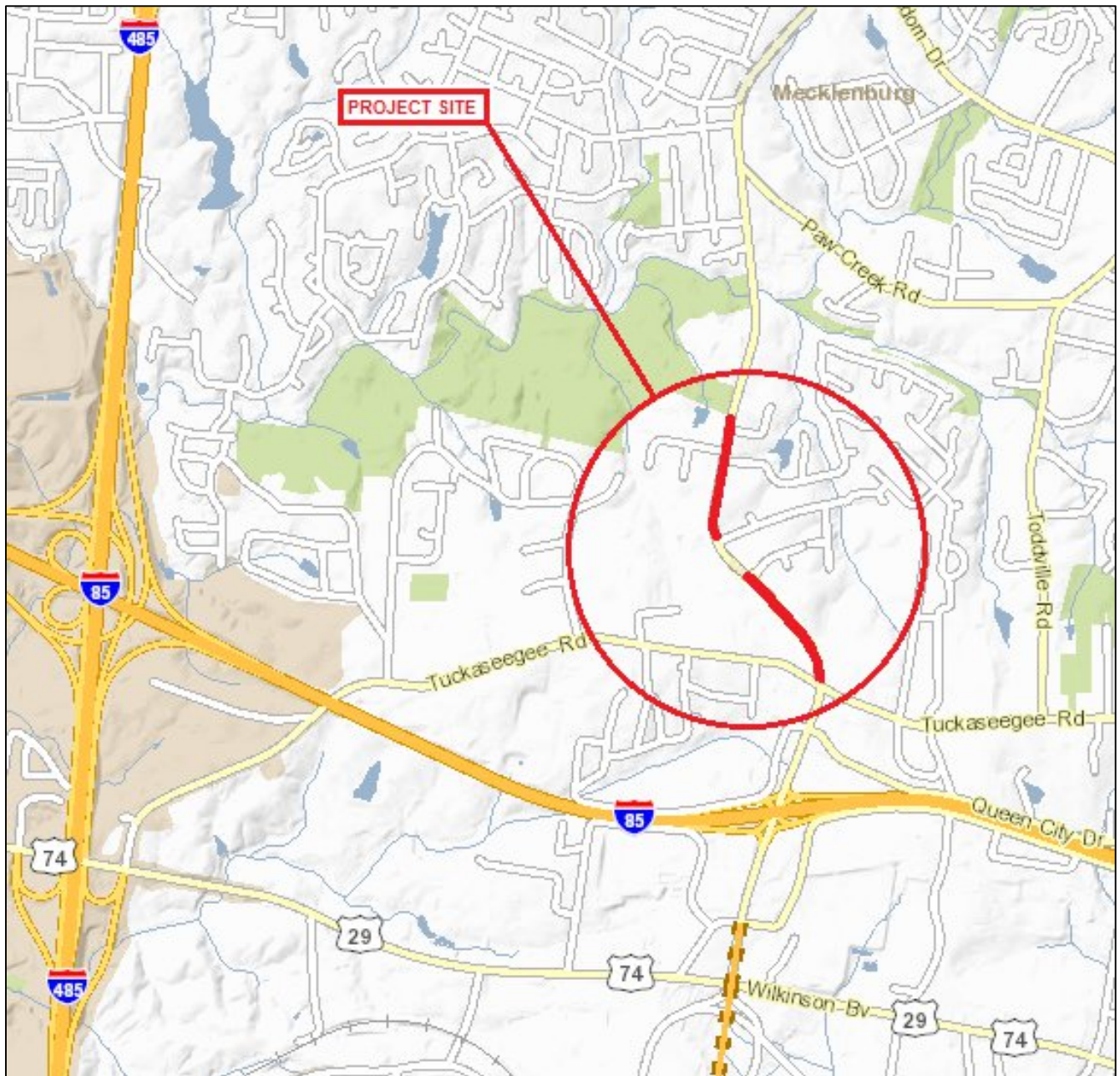
- Pavers, Walls and Stamped Concrete, LLC (SBE, MBE) (\$182,531.57) (concrete)

Fiscal Note

Funding: General Community Investment Plan

Attachment(s)

Map



**Location Map: Little Rock Road Sidewalk Project
(Council District 3)**



Agenda Date: 1/8/2018

Agenda #: 30. **File #:** 15-6964 **Type:** Consent Item

Charlotte-Mecklenburg Police Department 911 Data Center HVAC Replacement Project

Action:

- A. Approve the purchase of a Liebert cooling system from a cooperative purchasing contract as authorized by G.S. 143-129(e)(3), and**
- B. Approve a contract in the amount of \$191,450 with Daikin Applied Americas Inc. for the purchase and installation of new HVAC equipment at the Charlotte-Mecklenburg Police Department 911 Data Center under the National IPA August 25, 2015, Contract Number R150505.**

Staff Resource(s):

Mike Davis, Engineering and Property Management
William Haas, Engineering and Property Management
Kerr Putney, Police
Katrina Graue, Police

Cooperative Purchasing Exemption

NC S.L. 2001-328, effective January 1, 2002, authorizes competitive group purchasing.

Explanation

- This purchase includes the replacement of an existing HVAC system at the Charlotte Mecklenburg Police Department 911 Data Center located at 601 East Trade Street.
- The new equipment will improve energy efficiency and provide better occupant comfort with reliable control of room temperature, humidity and airflow within the data center.
- The existing equipment is original to the 1996 construction and has reached the end of its useful life, experienced numerous repair costs and must be replaced.
- The Police 911 Data Center will remain in operation and perform separate functions even after the proposed Joint Communication Center is operational in a few years.
- The work will include, but is not limited to:
 - Removal of existing HVAC equipment, and
 - Installation of a new system.
- North Carolina General Statute G.S. 143-129(e)(3) allows local governments to purchase from suppliers who are selected through a group purchasing program without competitively bidding.
- Daikin Applied Americas Inc. has a contract awarded through National IPA that offers competitively obtained contracts to public agencies nationwide.
- The project is anticipated to be completed by second quarter 2018.

Charlotte Business INclusion

These are cooperative purchasing contracts and are exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

Agenda #: 30.**File #:** 15-6964 **Type:** Consent Item

Fiscal Note

Funding: General Community Investment Plan

Attachment(s)

Map



Agenda Date: 1/8/2018

Agenda #: 31.File #: 15-6950 Type: Consent Item

Sale of City-owned Property on Toomey Avenue

Action:

- A. Adopt a resolution approving the sale of approximately 11,300 square feet of the City-owned parcel located at 2700 Toomey Avenue (portion of parcel identification number 145-018-02) to Jonathan Tee, for \$35,000, and**
- B. Authorize the City Manager to negotiate and execute all documents necessary to complete the sale of the property.**

Staff Resource(s):

Mike Davis, Engineering and Property Management
Tony Korolos, Engineering and Property Management
Kerr Putney, Police

Explanation

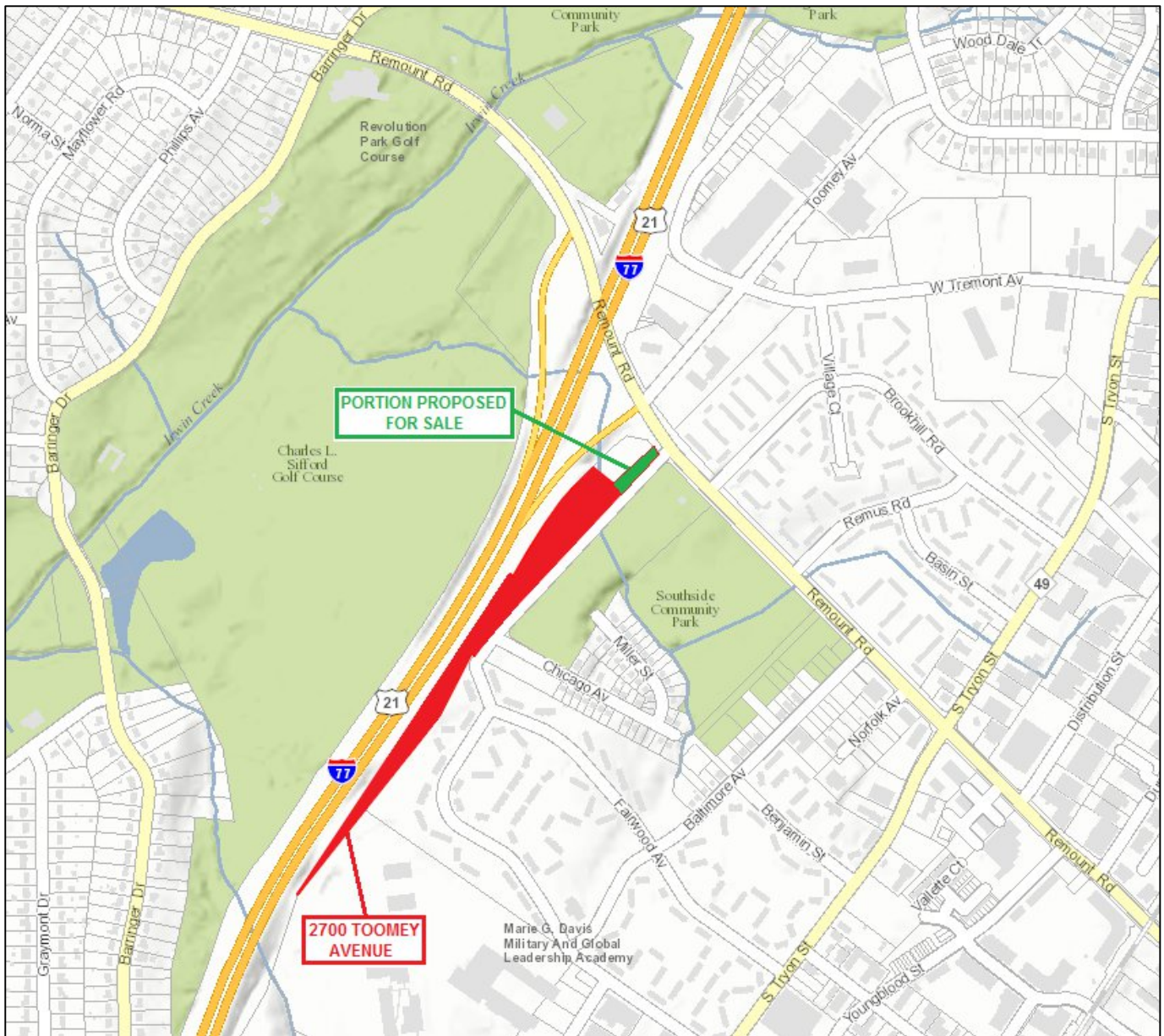
- Jonathan Tee proposes to purchase a portion of a five acre City-owned parcel (portion of parcel identification number 145-018-02) comprising 11,300 square feet. The City will subdivide this portion prior to closing the transaction and will retain ownership of the larger parcel.
- Mr. Tee is under contract to purchase the adjacent parcel, and the purchase of the City-owned property would improve access to the adjacent property.
- The 11,300 square foot portion was appraised in August 2017 for \$35,000.
- The offer includes the following terms:
 - Price of \$35,000,
 - Due Diligence Period of 45 days, and
 - Closing to occur within 15 days after the expiration of the due diligence period.
- If Council approves the offer, the terms will be advertised for upset bid.
- As part of the Mandatory Referral process, the Planning Commission reviewed the transaction on September 19, 2017, and found the sale consistent with the long-range area plan for the area.

Fiscal Note

Funding: Proceeds from the sale will be deposited in the General Fund.

Attachment(s)

Map
Resolution



**Location Map: Sale of City-owned Property on Toomey Avenue
(Council District 3)**

RESOLUTION AUTHORIZING THE SALE OF LAND ON TOOMEY AVENUE BY THE UPSET BID PROCESS

WHEREAS, the City of Charlotte owns certain property located at 2700 Toomey Avenue in Charlotte, North Carolina (tax parcel # 145-018-02); and

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

WHEREAS, the City has received an offer to purchase an 11,300-square foot portion of the property described above, consisting of an irregular strip fronting 28 feet along Remount Road and running approximately 242 feet along the northwest boundary of Toomey Ave. (the "Property"), in the amount of \$35,000, submitted by Jonathan Tee ("Mr. Tee"); and

WHEREAS, Mr. Tee has paid the required five percent (5%) deposit on his offer:

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

1. The City Council authorizes sale of the Property described above through the upset bid procedure of North Carolina General Statute §160A-269 and accepts the offer by Mr. Tee as the initial offer.
2. A notice of the proposed sale shall be published in accordance with the statute. The notice shall describe the Property and the amount of the offer, and shall state the terms under which the offer may be upset.
3. Any person may submit an upset bid to the office of the City of Charlotte Real Estate Manager in the Charlotte Mecklenburg Government Center within 10 days after the notice is published (by the date and time indicated in the notice). At that time, the bids shall be opened, and the highest qualifying bid will become the new offer.
4. If a qualifying higher bid is received, a new notice of upset bid shall be published, and this process shall be repeated until a 10-day period has passed without any qualifying higher bid having been received. At that time, the amount of the final high bid shall be reported to City Council.
5. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000 of that offer and five percent (5%) of the remainder of that offer, and includes terms which do not materially differ, to the City's disadvantage, from the terms of the existing offer.
6. A qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the bid. The bid may be made in cash, cashier's check, certified check, or wire transfer. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received. The City will return the deposit of the final high bidder pursuant to the terms of the purchase contract.
7. The City reserves the right to withdraw the Property from sale at any time before the final high bid is accepted and the right to reject at any time all bids.

8. If no qualifying upset bid is received after the initial public notice, the offer set forth above is hereby accepted, and the appropriate City officials are authorized to execute all instruments necessary to convey the property to Mr. Tee.

Adopted January 8, 2018



Agenda Date: 1/8/2018

Agenda #: 32.File #: 15-7175 Type: Consent Item

Telecommunications Infrastructure Management Services

Action:

- A. Approve a unit price contract with PRS Tower Management Services LLC for management and consulting services for an initial term of three years, and**
- B. Authorize the City Manager to renew the contract for up to two additional two-year terms with possible price adjustments and to amend the contract consistent with the City's business needs and the purpose for which the contract was approved.**

Staff Resource(s):

Angela Lee, Charlotte Water
Jeff Stovall, Innovation and Technology
Mike Davis, Engineering and Property Management
Tony Korolos, Engineering and Property Management

Explanation

- The City currently has 22 radio towers located on City property, with two additional towers under construction. This contract will cover a total of 24 radio towers.
- The City has an ongoing need for telecommunication management services along with consultation services to assist in review of carrier applications, contracts and amendments.
- Telecommunications structure services to be performed at the individual structure locations include, but may not be limited to:
 - Lease reviews of all existing customer leases to ensure compliance with equipment installed on each site under management contract.
 - Telecommunications Industry Association inspections (conduct or coordinate inspections, review reports, and submit reports to the City of Charlotte).
 - Monthly site inspections and project reporting along with emergency weather inspections to ensure City's equipment is protected.
 - Issuance of Notice to Proceed to cell tower personnel to climb towers and conduct maintenance under management agreement.
- A waiver of a competitive solicitation process may be granted when deemed appropriate and in the City's best interest. Such a finding has been made and a waiver granted for this procurement.
- PRS Tower Management Services LLC best meets the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The annual estimated contract expenditures are \$138,400.

Agenda #: 32.**File #:** 15-7175 **Type:** Consent Item

Charlotte Business INClusion

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

Fiscal Note

Funding: Charlotte Water, Innovation and Technology, and Engineering and Property Management Operating Budgets



Agenda Date: 1/8/2018

Agenda #: 33.File #: 15-6942 Type: Consent Item

Stream and Wetland Mitigation Monitoring Services

Action:

Approve unit price contracts for up to \$150,000 each with the following firms for mitigation monitoring services:

- **Kimley-Horn and Associates, Inc., and**
- **S&ME, Inc.**

Staff Resource(s):

Mike Davis, Engineering and Property Management
Kruti Desai, Engineering and Property Management
Marc Recktenwald, Engineering and Property Management

Explanation

- The City operates a federally approved stream and wetland mitigation bank to supply mitigation credits for City and Mecklenburg County infrastructure projects.
- Stream and wetland mitigation projects must be monitored for up to seven years to ensure project success and the release of credits from the State and Federal agencies to the bank.
- These services will provide mitigation monitoring services for mitigation bank projects.
- Approximately four and a half miles of stream and three acres of wetlands are monitored per year.
- The work includes preparation of comprehensive annual reports to detail a project's existing conditions and evaluate project success.
- On September 11, 2017, the City issued a Request for Proposals (RFP); five proposals were received from interested professional service providers.
- Kimley-Horn and Associates, Inc. and S&ME, Inc. best meet the City's needs on the basis of demonstrated competence and qualification of professional services in response to the RFP requirements.
- Each of the two contracts will have a term of two years and a budget of \$150,000 (total budget for both contracts is \$300,000).

Background

- Stream and wetland restoration improves water quality by restoring damaged streams, wetlands and streamside buffer areas.
- Federal regulations protect streams and wetlands and require that impacts to these features be offset (mitigated) by restoring other streams and wetlands.
- Stream and wetland restoration projects provide mitigation credits that can be used to offset stream or wetland impacts for City and County infrastructure projects, including airport expansions, transportation improvements, stormwater improvements and neighborhood

improvement projects.

- Mitigation credit is awarded by federal and state agencies incrementally over a seven-year period based on project success, which is documented in monitoring reports.

Charlotte Business INclusion

The City negotiates subcontracting participation after the proposal selection process (Part C: Section 2.1 (h) of the Charlotte Business INclusion Policy). On these contracts, the Prime Consultants have each committed 10% (\$15,000) of the total contract amount to the following certified firms:

Kimley-Horn & Associates

- James Mauney & Associates (SBE) (\$15,000) (surveying)

S&ME Inc.

- Habitat Assessment & Restoration Professionals (SBE) (vegetation monitoring)
- LDSI, Inc. (SBE) (surveying)

Fiscal Note

Funding: Storm Water Community Investment Plan



Agenda Date: 1/8/2018

Agenda #: 34. File #: 15-6897 Type: Consent Item

Charlotte Water Generator Equipment

Action:

- A. Approve the purchase of generators, switchgear, fuel tanks, silencer and other integral equipment for standby generator systems from a cooperative purchasing contract as authorized by G.S. 143-129(e)(3) for Charlotte Water facilities,**
- B. Approve a unit price contract with Carolina Tractor & Equipment Company for the purchase of four 3,000 kW standby generators including switchgear, fuel tanks, silencers and other integral equipment, necessary for the generator systems for a term of one year under National Joint Powers Alliance Contract No. 080613 dated September 17, 2013,**
- C. Approve a contract with Carolina Tractor & Equipment for a 10 year term for the preventative maintenance of four 3,000 kW generators, and**
- D. Authorize the City Manager to extend the contract for additional one-year terms as long as the cooperative contract is in effect, at prices and terms that are the same or more favorable than those offered under the cooperative contact.**

Staff Resource(s):

Angela Lee, Charlotte Water
Ron Hargrove, Charlotte Water

Cooperative Purchasing Exemption

NC S.L. 2001-328, effective January 1, 2002, authorizes competitive group purchasing.

Explanation

- In December 2016, a Preliminary Engineering Report recommended that additional standby power capability was needed at the Mallard Creek Wastewater Treatment Plant and Lee S. Dukes Water Treatment Plant. The current generators do not provide sufficient power for the pumps to run at their full capacities, which is essential to support current and future demands.
- Carolina Tractor & Equipment Company is currently the only manufacturer for 3,000 kW Tier 4F generators. Tier 4F generators are required to allow Charlotte Water to continue participating in Duke's PowerShare program. Tier 4 standards are based on EPA regulations for diesel generators that are implemented in a series of steps called "Tiers".
- Carolina Tractor & Equipment Company has a contract awarded through National Joint Powers Alliance that offers competitively obtained contracts to public agencies nationwide (i.e. for utilities applications, public safety, etc).
- A total of four 3,000 kW Tier 4F generators will be required, two for each of the mentioned facilities. The company will be paid the unit prices set forth in the cooperative contract, a copy of which is available upon request.
- G.S. 143-129 (e) (3) allows local government to make purchases through a competitive bidding group purchasing program, which is a formally organized program that offers competitively

Agenda #: 34.File #: 15-6897 Type: Consent Item

obtained purchasing services at discount prices to two or more public agencies

- Estimated costs for the purchase of the generators and preventative maintenance is \$11,000,000

Charlotte Business INclusion

These are cooperative purchasing contracts and are exempt (Part A: Appendix 27 of the Charlotte Business INclusion Policy).

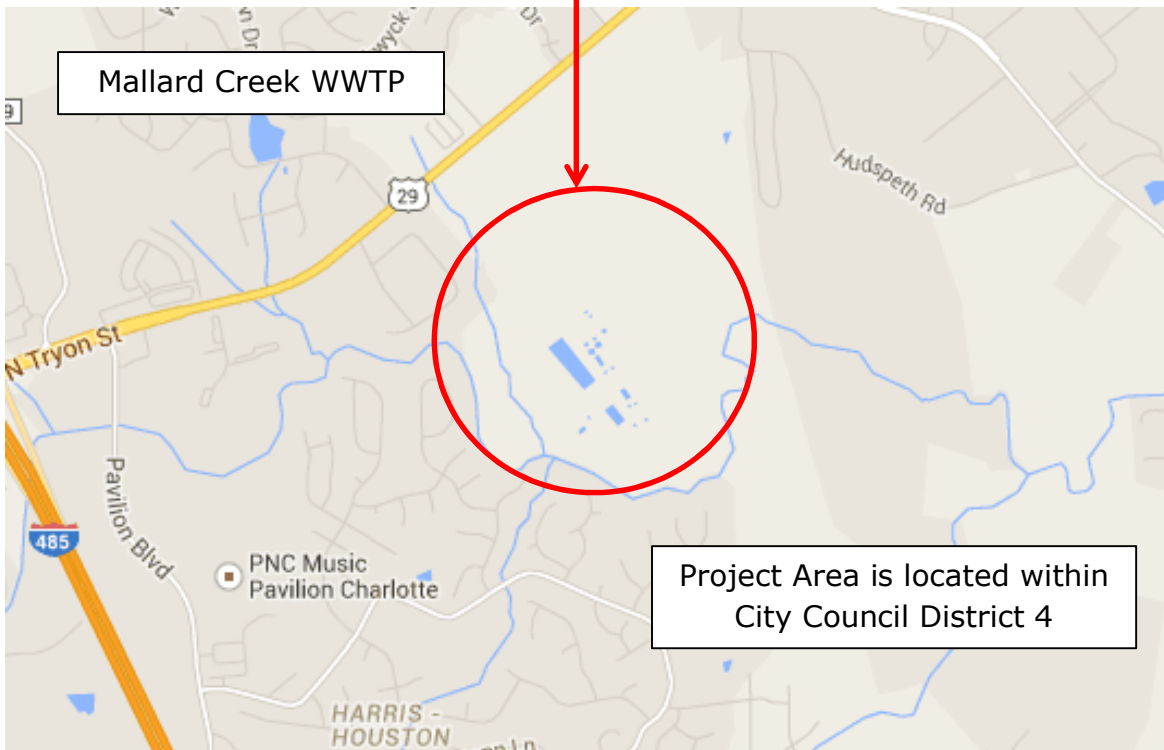
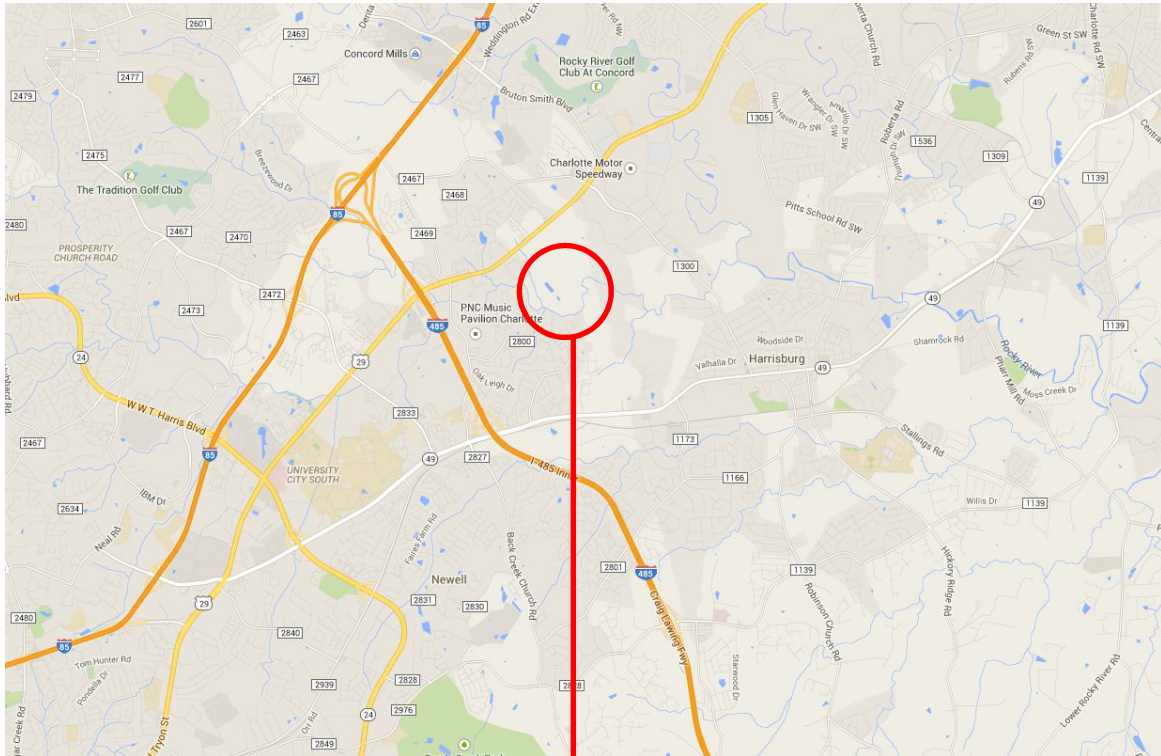
Fiscal Note

Funding: Charlotte Water Community Investment Plan

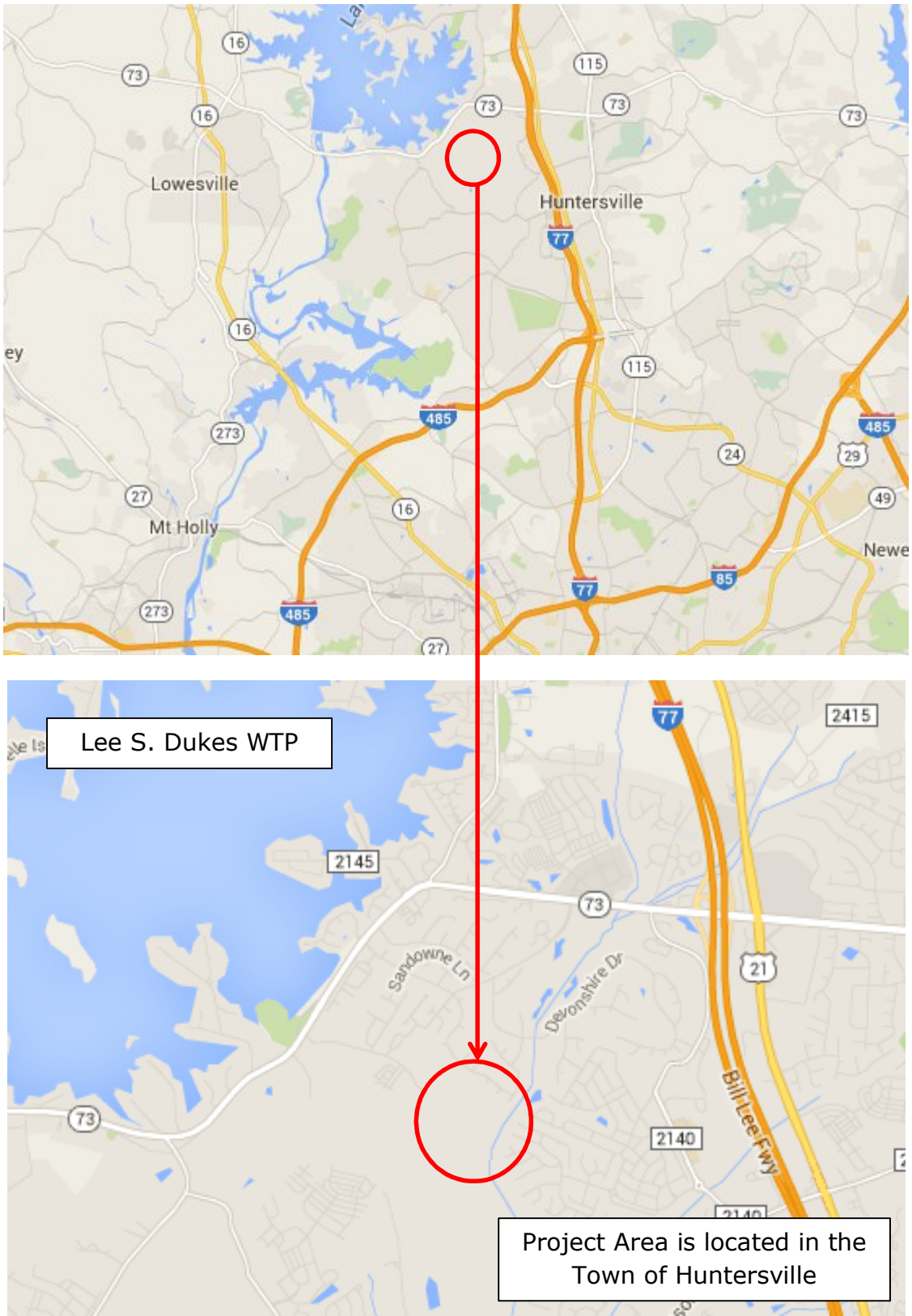
Attachment(s)

Map

Mallard Creek Wastewater Treatment Plant – Map



Lee S. Dukes Water Treatment Plant – Map





Agenda Date: 1/8/2018

Agenda #: 35.File #: 15-6943 Type: Consent Item

Clem's Branch Lift Station and Force Main

Action:

Award a contract in the amount of \$5,605,965.94 to the lowest responsive bidder English Construction Company, Inc. for the Clem's Branch Lift Station and Force Main project.

Staff Resource(s):

Angela Lee, Charlotte Water
Ron Hargrove, Charlotte Water
Carl Wilson, Charlotte Water

Explanation

- Growth in the Clem's Branch drainage basin is causing wastewater flow to approach the capacity of the existing lift station and force main. This project will replace the existing Clem's Branch lift station and will include 4,500 linear feet of 16-inch sewer force main and 475 linear feet of 24-inch gravity sewer along Prescott Hill Avenue and Lancaster Highway.
- This project is located in South Charlotte, near the Ballantyne area, at the state line. These improvements will provide additional sewer capacity growth in this area of Charlotte as well as a small portion of Lancaster County, South Carolina.
- On October 16, 2017, the City issued an Invitation to Bid; three bids were received from interested service providers.
- English Construction Company, Inc. was selected as the lowest responsive, responsible bidder.
- The project is anticipated to be complete by first quarter 2019.

Charlotte Business INclusion

Established MSBE Goal: 5.00%

Committed MSBE Goal: 10.79%

English Construction Company, Inc. met the established subcontracting goal and has committed 10.79% (\$605,000) of the total contract amount to the following certified firm(s) (Part B: Section 3 of the Charlotte Business INclusion Policy):

- Page Power Systems (SBE, WBE) (\$490,000) (electrical)
- Oliver Paving Company (SBE, WBE) (\$75,000) (paving)
- MTS Trucking, Inc. (SBE, MBE) (\$25,000) (hauling)
- P&TL, Inc. (SBE) (\$15,000) (erosion control)

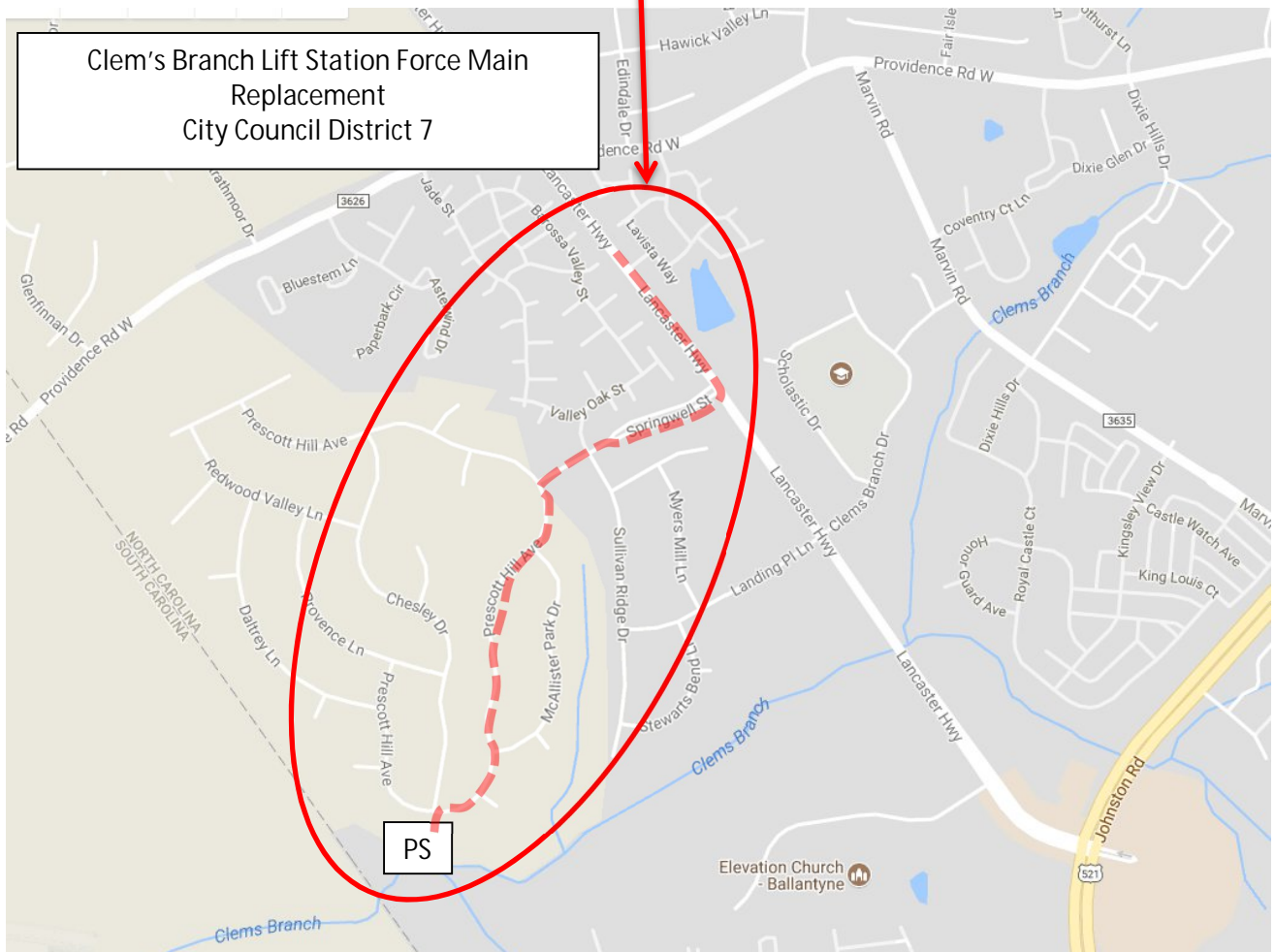
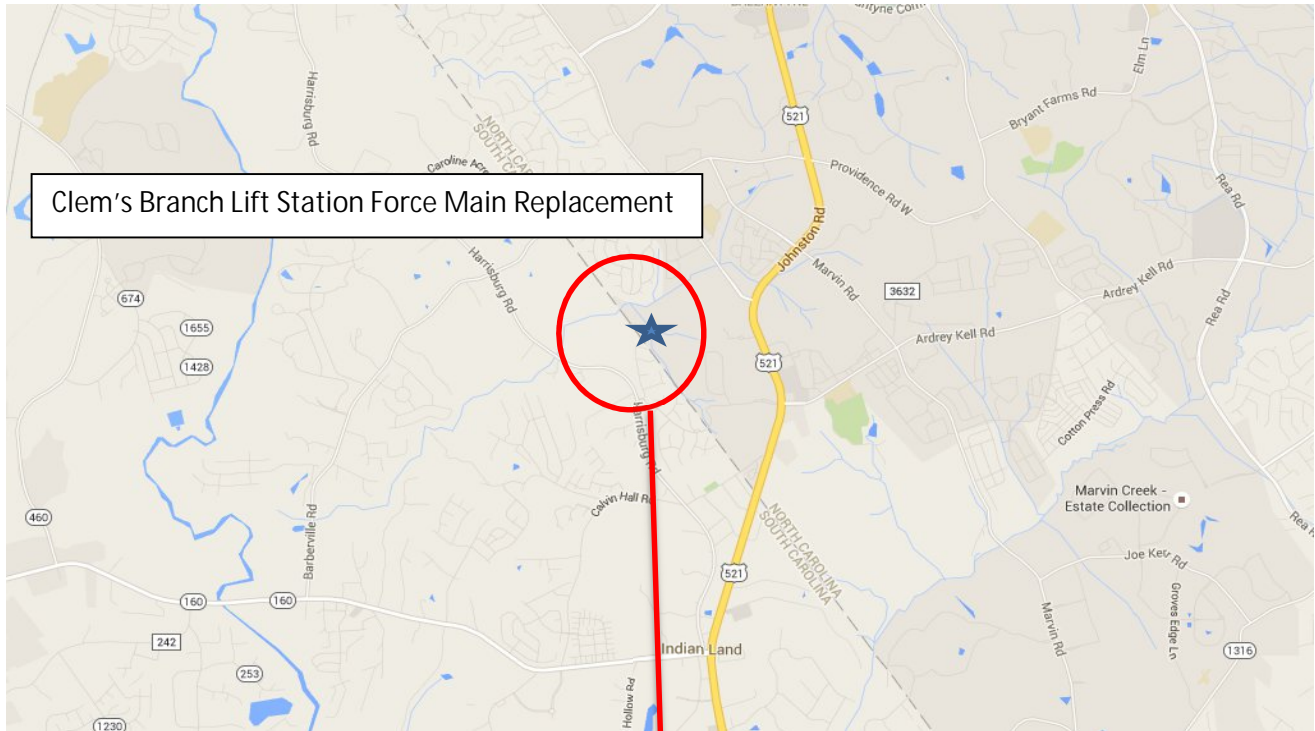
Fiscal Note

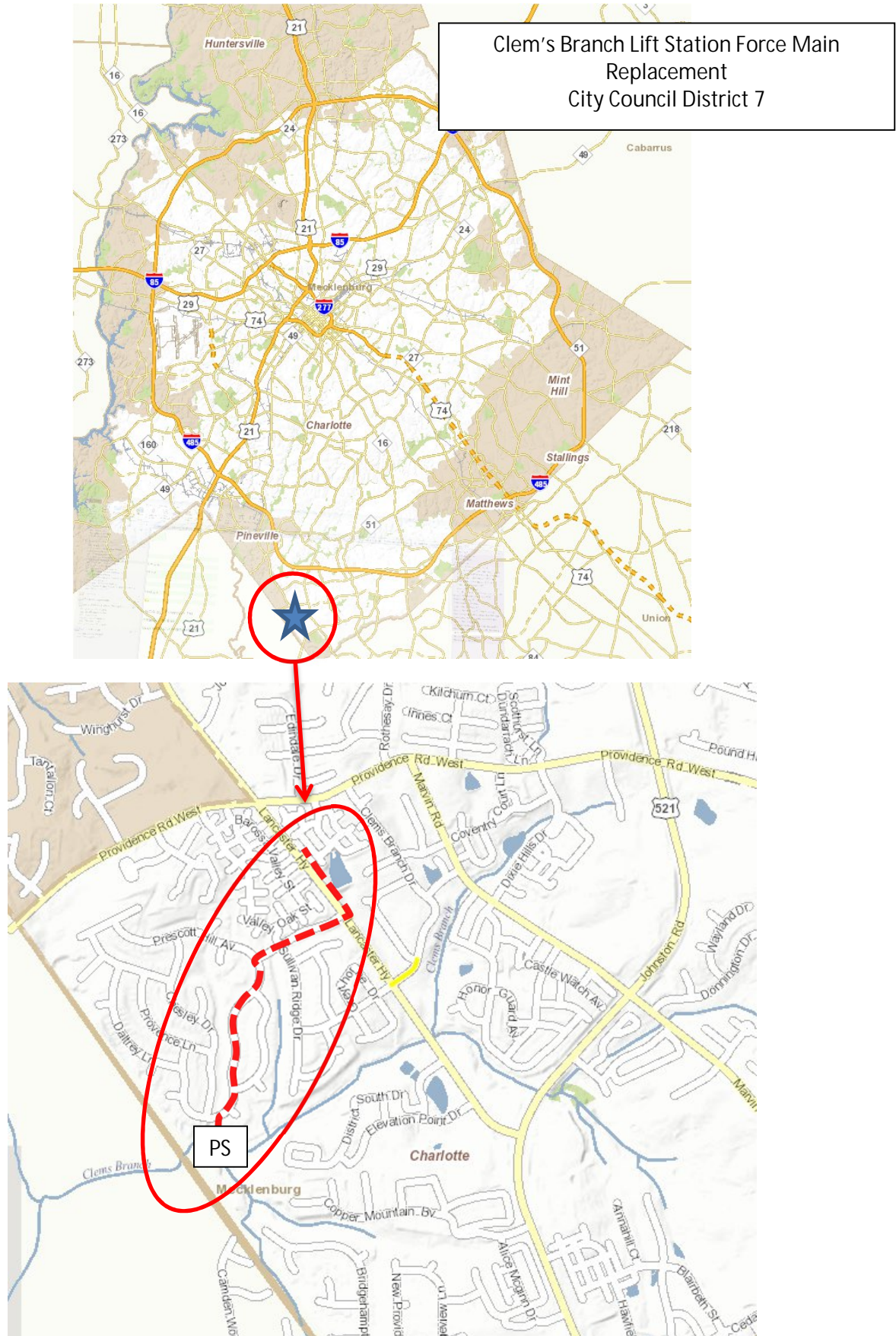
Funding: Charlotte Water Community Investment Plan

Attachment(s)

Map

Clem's Branch Lift Station and Force Main - Map







Agenda Date: 1/8/2018

Agenda #: 36. File #: 15-6085 Type: Consent Item

Water Laboratory Chemicals, Supplies, and Equipment

Action:

- A. Approve the purchase of laboratory chemicals, supplies, and equipment from state contract as authorized by G.S. 143-129(e)(9),**
- B. Approve a contract with Fisher Scientific for the purchase of laboratory chemicals, supplies, and equipment for the term of the current State Term Contract 493A - Laboratory Supplies and Equipment,**
- C. Approve a contract with VWR International for the purchase of laboratory chemicals, supplies, and equipment for the term of the current State Term Contract 493A - Laboratory Supplies and Equipment, and**
- D. Authorize the City Manager to extend these contracts for additional one-year terms as long as the state contract is in effect, at prices and terms that are the same or more favorable than those offered under the state contract.**

Staff Resource(s):

Angela Lee, Charlotte Water
David Czerr, Charlotte Water

State Contract Exemption

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

Explanation

- Fisher Scientific and VWR International are willing to provide lab chemicals, supplies, and equipment to the City at the same or better terms as are provided in its contract with the state of North Carolina.
- Charlotte Water Environmental Laboratory Services monitors water and wastewater samples, conducting more than 215,000 water quality tests per year, to protect public health and the environment.
- The laboratory supplies, equipment, and chemicals will be used at Charlotte Water's Environmental Services Facility laboratory and at the water and wastewater treatment facilities to monitor the treatment process and ensure compliance with state and federally mandated water quality standards and regulations.
- This does not include treatment process chemicals but it is part of monitoring the treatment process and maintaining compliance with EPA regulations.
- The term of the state contract is from November 1, 2017 to October 31, 2020 with possible

extensions.

- Annual expenditures with Fisher Scientific are estimated to be \$350,000 per year.
- Annual expenditures with VWR International are estimated to be \$140,000 per year.

Charlotte Business INclusion

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

Fiscal Note

Funding: Charlotte Water Operating Budget



Agenda Date: 1/8/2018

Agenda #: 37. **File #:** 15-6954 **Type:** Consent Item

Airport Gate Counters

Action:

- A. Approve the purchase of gate counters from a cooperative purchasing contract as authorized by G.S. 143-129(e)(3),**
- B. Approve a unit price contract with Evans Console Incorporated for the purchase of Airport gate counters for a term of six months under the Houston-Galveston Area Council of Governments, effective July 1, 2016, contract number ECO7-49, and**
- C. Authorize the City Manager to extend the contract for additional one-year terms as long as the cooperative contract is in effect, at prices and terms that are the same or more favorable than those offered under the cooperative contract.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- A cooperative purchasing agreement results from the consolidation and competitive solicitation of multiple public agency requirements. By aggregating common needs all agencies are able to leverage economies of scale, such as volume discounts, improved terms and conditions, reduced administrative costs, and access to professional and technical expertise that can be utilized on a local, regional, and national level.
- The Aviation Concourse A Expansion project includes the construction of new gates, which are projected to be operational in early summer of 2018.
- This contract will allow Aviation to purchase check-in counters, boarding podiums, and back wall units to be installed at the gates for airline use.
- Evans Console Incorporated has a contract awarded through Houston-Galveston Area Council of Governments.
- The estimated contract expenditure is \$250,000.

Charlotte Business INclusion

These are cooperative purchasing contracts and are exempt (Part A: Appendix 1.27 of the Charlotte Business INclusion Policy).

Fiscal Note

Funding: Aviation Community Investment Plan



Agenda Date: 1/8/2018

Agenda #: 38. File #: 15-6727 Type: Consent Item

Airport Advertising Contract Amendment

Action:

- A. Approve a contract amendment with Intersection Media, LLC (formerly Titan Outdoor, LLC) for an advertising concession agreement for a five-year term, and**
- B. Authorize the City Manager to renew the contract for one, five-year term, consistent with the City's business needs for which the contract was approved.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- On July 22, 2013, the City Council approved a five-year advertising concession agreement with Intersection Media, LLC (formerly known as Titan Outdoor, LLC)(Intersection) to operate and manage the Airport's on-property advertising program.
- Intersection will design, develop, and maintain income-producing advertising contracts for assigned advertising locations throughout the Terminal. Intersection is also financially responsible for any capital investment required to outfit an assigned location.
- Aviation is currently in the midst of a Terminal renovation project, which will continue over the next three years, and will require Intersection to immediately provide capital investment as well as provide consultation regarding optimal advertising locations.
- The City Manager's Office approved a waiver of solicitation on October 31, 2017.
- Based on Intersection's experience, performance, and its commitment of an additional \$1.1 million in capital improvements, Aviation is recommending an extension of five years, with the option to extend the agreement for an additional five years.
 - A five-year term with the option for an additional five years is industry standard in Airport advertising agreements due, in part, to allowing advertisers sufficient time to amortize capital investments.
- This agreement generates revenue for the Aviation Department.

Airport Concessions Disadvantaged Business Enterprise (ACDBE)

The ACDBE participation goal is established at 15.00% of the total expenses of goods and services for the agreement. Intersection Media, LLC has agreed to utilize certified ACDBE firms in order to meet or exceed the established goal for the duration of this Agreement. The obligations of both City and Intersection under this Agreement shall be subject to the provision of all federal regulations relating to the ACDBE program.

Fiscal Note

Funding: Revenues generated from this agreement will be deposited in the Aviation Operating Fund



Agenda Date: 1/8/2018

Agenda #: 39.**File #:** 15-6314 **Type:** Consent Item

Airport Real Estate Demolition Services

Action:

- A. Approve unit price contracts with the following companies for Demolition Services for an initial term of three years:**
- **DH Griffin Wrecking Co. Inc.,**
 - **Double D Construction Services Inc. (DBE),**
 - **WC Black & Sons Inc. (SBE), and**
- B. Authorize the City Manager to renew the contracts for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs for which the contract was approved.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- Aviation is currently purchasing a number of properties for noise abatement and expansion purposes.
- This contract will provide demolition services for these properties.
- On October 13, 2017, the City issued a Request for Proposal (RFP); five proposals were received.
- DH Griffin Wrecking Co. Inc., Double D Construction Services Inc., and WC Black & Sons Inc. best meet the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The annual combined expenditures are estimated to be \$1,500,000.

Disadvantaged Business Enterprise

Double D Construction Services Inc. is a DBE firm, and WC Black & Sons Inc. is a City SBE.

Fiscal Note

Funding: Aviation Community Investment Plan



Agenda Date: 1/8/2018

Agenda #: 40. **File #:** 15-6313 **Type:** Consent Item

Airport Real Estate Environmental Services

Action:

- A. Approve unit price contracts with the following companies for Environmental Services for an initial term or three years:**
- **JWJ Consulting LLC (SBE, MBE)**
 - **Roy Consulting Group Corporation (SBE), and**
- B. Authorize the City Manager to renew the contract for up to two additional, one-year terms with possible price adjustments and to amend the contracts consistent with the City's business needs for which the contract was approved.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- Aviation is currently purchasing a number of properties for noise abatement and expansion purposes.
- Testing for asbestos and lead based paint is required on these properties.
- These contracts will provide testing services for these structures.
- On October 20, 2017, the City issued a Request for Proposal (RFP); three proposals were received.
- JWJ Consulting LLC and Roy Consulting Group Corporation best meet the City's needs in terms of qualifications, experience, cost, and responsiveness to RFP requirements.
- The annual combined expenditures are estimated to be \$150,000.

Disadvantaged Business Enterprise

JWJ Consulting LLC is a City SBE and MBE, and Roy Consulting Group Inc. is a City SBE.

Fiscal Note

Funding: Aviation Community Investment Plan



Agenda Date: 1/8/2018

Agenda #: 41. **File #:** 15-6554a **Type:** Consent Item

LGSTX Services, Inc. Cargo Hangar Lease

Action:

- A. Approve a one-year lease with LGSTX Services Inc. for cargo hangar space, and**
- B. Authorize the City Manager to approve three additional, one-year terms consistent with the City's business needs for which the lease was approved.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- LGSTX Services, Inc. (LGSTX) has over 31 years of aviation experience providing cargo and logistical services for airlines.
- The lease with LGSTX is for a cargo facility located within the Charlotte Air Cargo Center.
- The annual rent is \$161,233.40.



Agenda Date: 1/8/2018

Agenda #: 42. **File #:** 15-6936 **Type:** Consent Item

American Airlines Federal Credit Union Lease

Action:

- A. Approve a lease with American Airlines Federal Credit Union for space to provide banking services for an initial term of three years, and**
- B. Authorize the City Manager to renew the lease for up to two additional, three-year terms with possible price adjustments and to amend the contract consistent with the City's business needs for which the contract was approved.**

Staff Resource(s):

Brent Cagle, Aviation
Haley Gentry, Aviation

Explanation

- American Airlines Federal Credit Union (AAFCU) provides banking services to American Airlines employees and others working at the Airport.
- AAFCU began operating at the Airport in March 2015.
- The annual value of the lease is \$56,358.51, for a total value of \$169,075.53 over the three-year term with rental adjustments at each renewal.



Agenda Date: 1/8/2018

Agenda #: 43. File #: 15-6880 Type: Consent Item

Refund of Property Taxes

Action:

Adopt a resolution authorizing the refund of property taxes assessed through clerical or assessment error in the amount of \$6,348.04.

Staff Resource(s):

Randy Harrington, Management and Financial Services
Mark Goodman, Management and Financial Services

Explanation

- Mecklenburg County notified and provided the City the list of Property Tax refunds due to clerical or assessment error.

Pearson Review Update

- In accordance with the ordinance approved by the City Council on August 24, 2014 and the North Carolina law, a list of refunds, which have been paid since the last City Council Business Meeting as a result of the Pearson Review, is available at the City Clerk's Office.
- The amount of Pearson Review refunds paid since the last City Council Business Agenda Meeting on December 11, 2017, totaled \$1,213.41.

Attachment(s)

Taxpayers and Refunds Requested
Resolution Property Tax Refunds

Taxpayers and Refunds Requested

ALL-TYPE SHEET METAL FABRICATION INC	\$	1,863.57
ANIMAL EYE CLINIC PLLC	\$	64.15
ARGOS USA LLC	\$	309.68
ARGOS USA LLC	\$	380.56
ARGOS USA LLC	\$	527.96
ARGOS USA LLC	\$	308.49
CHOPT CREATIVE SALAD LLC	\$	17.97
EXPRESS LUBE %RICHARAD A BEAUCHEMIN CPA	\$	2.15
HALLMARK RETAIL	\$	400.01
HALLMARK RETAIL LLC	\$	86.33
HALLMARK RETAIL LLC	\$	4.80
HALLMARK RETAIL LLC	\$	7.87
HALLMARK RETAIL LLC	\$	0.57
HALLMARK RETAIL LLC	\$	36.99
JONES, TODD DEAN	\$	65.09
LASERSHIP INC	\$	218.26
LAW OFFICES OF DOUGLAS H KIM	\$	6.39
MONBARREN FAMILY PARTNERSHIP LTD, .	\$	1,711.63
SMITH, SHIRLINE B	\$	335.57
	\$	6,348.04

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 assessment error.

NOW, THEREFORE, BE RESOLVED by the City Council of the City of Charlotte, North Carolina, in regular session assembled this 8th day of January 2018 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.



Agenda Date: 1/8/2018

Agenda #: 44. **File #:** 15-6959 **Type:** Consent Item

Meeting Minutes

Action:

Approve the titles, motions, and votes reflected in the Clerk's record as the minutes of:

- **November 27, 2017, Business Meeting**
- **December 4, 2017, Oath of Office Ceremony**

Staff Resource(s):

Stephanie Kelly, City Clerk's Office



Agenda Date: 1/8/2018

Agenda #: 45.**File #:** 15-7233 **Type:** Consent Item

Property Transactions - 25th Street Connection, Parcel #1

Action: **Approve the following Condemnation: 25th Street Connection, Parcel #1**

Project: 25th Street Connection, Parcel #1

Owner(s): CTJ Properties, LLC

Property Address: 2200 North Brevard Street

Total Parcel Area: 10,920 sq. ft. (.251 ac.)

Property to be acquired by Fee: 417 sq. ft. (.01 ac.) in Fee Simple

Property to be acquired by Easements: 1,539 sq. ft. (.035 ac.) in Utility Easement, plus 1,708 sq. ft. (.039 ac.) in Utility Gas Line Easement

Structures/Improvements to be impacted: None

Landscaping to be impacted: None

Zoned: I-2

Use: Industrial

Tax Code: 083-053-04

Appraised Value: \$117,225

Property Owner's Concerns: The property owner is concerned with the amount of compensation being offered.

City's Response to Property Owner's Concerns: Staff informed the property owner they could obtain their own appraisal to justify the counter offer.

Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 1



Agenda Date: 1/8/2018

Agenda #: 46. **File #:** 15-6874 **Type:** Consent Item

Property Transactions - 25th Street Connection, Parcel #6

Action: **Approve the following Condemnation: 25th Street Connection, Parcel #6**

Project: 25th Street Connection, Parcel #6

Owner(s): Fountains Noda Holdings, LLC

Property Address: 511 East 25th Street

Total Parcel Area: 106,246 sq. ft. (2.439 ac.)

Property to be acquired by Fee: 4,748 sq. ft. (.109 ac.) in Fee Simple

Property to be acquired by Easements: 1,501 sq. ft. (.034 ac.) in Temporary Construction Easement

Structures/Improvements to be impacted: None

Landscaping to be impacted: None

Zoned: I-2

Use: Industrial

Tax Code: 083-053-08

Appraised Value: \$139,150

Property Owner's Concerns: The property owner does not agree with the compensation amount offered.

City's Response to Property Owner's Concerns: Staff informed the property owner they could obtain their own appraisal to justify a counter offer.

Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 1



Agenda Date: 1/8/2018

Agenda #: 47. **File #:** 15-7228 **Type:** Consent Item

Property Transactions - Beatties Ford Road Pedestrian Crossing, Parcel #1

Action: **Approve the following Condemnation: Beatties Ford Road Pedestrian Crossing, Parcel #1**

Project: Beatties Ford Road Pedestrian Crossing, Parcel #1

Owner(s): A to Zee Corporation

Property Address: 3117 Beatties Ford Road

Total Parcel Area: 71,003 sq. ft. (1.630 ac.)

Property to be acquired by Easements: 3,203 sq. ft. (.074 ac.) in Temporary Construction Easement

Structures/Improvements to be impacted: None

Landscaping to be impacted: None

Zoned: B-1

Use: Commercial

Tax Code: 039-121-02

Appraised Value: \$1,675

Property Owner's Counteroffer: \$7,000

Recommendation: To obtain clear title and avoid delay in the project schedule, staff recommends proceeding to condemnation.

Council District: 2



Agenda Date: 1/8/2018

Agenda #: 48. **File #:** 15-7221 **Type:** Consent Item

Property Transactions - Cross Charlotte Trail, Parcel #1

Action: **Approve the following Acquisition: Cross Charlotte Trail, Parcel #1**

Project: Cross Charlotte Trail, Parcel #1

Owner(s): Seigle Avenue Presbyterian Church

Property Address: 621 Jackson Avenue

Total Parcel Area: 4,966 sq. ft. (.114 ac.)

Property to be acquired by Fee: 4,966 sq. ft. (.114 ac.) in Fee Simple

Structures/Improvements to be impacted: None

Landscaping to be impacted: None

Zoned: R-5

Use: Single-family Residential

Tax Code: 080-151-16

Purchase Price: \$125,000

Council District: 1



Agenda Date: 1/8/2018

Agenda #: 49. **File #:** 15-7234 **Type:** Consent Item

Property Transactions - Gum Branch Sanitary Sewer, Parcel #2

Action: **Approve the following Condemnation: Gum Branch Sanitary Sewer, Parcel #2**

Project: Gum Branch Sanitary Sewer, Parcel #2

Owner(s): John J. Oates, Trustee under the John J. Oates Living Trust

Property Address: 1032 Gum Branch Road

Total Parcel Area: 527,512 sq. ft. (12.110 ac.)

Property to be acquired by Easements: 13,186 sq. ft. (.303 ac.) in Sanitary Sewer Easement, plus 9 sq. ft. (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: 031-421-04

Appraised Value: \$3,775

Property Owner's Concerns: The property owners are concerned with the fence relocation and associated costs due to their livestock and the impact on future taxes.

City's Response to Property Owner's Concerns: Staff amended the plans to reflect property owners' relocation of the fence. Staff agreed to compensation for restoration of the easement area.

Recommendation: We are currently waiting on signed documents but to avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 2



Agenda Date: 1/8/2018

Agenda #: 50. **File #:** 15-7229 **Type:** Consent Item

Property Transactions - Rea Road Sidewalk, Parcel #10

Action: **Approve the following Condemnation: Rea Road Sidewalk, Parcel #10**

Project: Rea Road Sidewalk, Parcel #10

Owner(s): Rosemary K. Evans and Kelly T. Evans

Property Address: 3139 Rea Road

Total Parcel Area: 19,963 sq. ft. (.458 ac.)

Property to be acquired by Easements: 425 sq. ft. (.01 ac.) in Sidewalk and Utility Easement, plus 310 sq. ft. (.007 ac.) in Temporary Construction Easement

Structures/Improvements to be impacted: None

Landscaping to be impacted: Various plantings

Zoned: R-3

Use: Single-family Residential

Tax Code: 211-311-82

Appraised Value: \$3,350

Property Owner's Concerns: The property owner has no concerns; however, an adjacent property owner (easement holder) possesses an exclusive easement across this property. The easement holder is concerned about potential impacts to the exclusive easement.

City's Response to Property Owner's Concerns: Staff explained to the easement holder that this is the best design for the project and met onsite to address concerns.

Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 7



Agenda Date: 1/8/2018

Agenda #: 51.**File #:** 15-7230 **Type:** Consent Item

Property Transactions - Rea Road Sidewalk, Parcel #11

Action: **Approve the following Condemnation: Rea Road Sidewalk, Parcel #11**

Project: Rea Road Sidewalk, Parcel #11

Owner(s): Alton B. Craver and Jane H. Craver

Property Address: 3201 Rea Road

Total Parcel Area: 28,836 sq. ft. (.662 ac.)

Property to be acquired by Easements: 533 sq. ft. (.012 ac.) in Sidewalk and Utility Easement, plus 526 sq. ft. (.012 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: 211-311-23

Appraised Value: \$4,625

Property Owner's Concerns: The property owner is concerned about potential impacts to the property, future maintenance and the amount of compensation being offered.

City's Response to Property Owner's Concerns: Staff met onsite to explain that this is the best design for the project and that they could present a counter offer with justification.

Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 7



Agenda Date: 1/8/2018

Agenda #: 52. **File #:** 15-7232 **Type:** Consent Item

Property Transactions - Rea Road Sidewalk, Parcel #12

Action: **Approve the following Condemnation: Rea Road Sidewalk, Parcel #12**

Project: Rea Road Sidewalk, Parcel #12

Owner(s): Lynne M. Booth and Cliff A. Booth

Property Address: 3135 Rea Road

Total Parcel Area: 21,736 sq. ft. (.499 ac.)

Property to be acquired by Easements: 267 sq. ft. (.006 ac.) in Sidewalk and Utility Easement, plus 389 sq. ft. (.009 ac.) in Temporary Construction Easement

Structures/Improvements to be impacted: None

Landscaping to be impacted: Tree

Zoned: R-3

Use: Single-family Residential

Tax Code: 211-311-83

Appraised Value: \$2,475

Property Owner's Concerns: The property owner has no concerns; however, an adjacent property owner (easement holder) possesses an exclusive easement across this property. The easement holder is concerned about potential impacts to the exclusive easement.

City's Response to Property Owner's Concerns: Staff explained to the easement holder that this is the best design for the project and met onsite to address concerns.

Recommendation: To avoid delay in the project schedule, staff recommends proceeding to condemnation during which time negotiations can continue, mediation is available and if necessary, just compensation can be determined by the court.

Council District: 7



Agenda Date: 1/8/2018

Agenda #: 53. File #: 15-7079 Type: Consent Item

Reference - Charlotte Business INClusion Policy

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

Part A: Administration & Enforcement

Appendix Section 20: Contract: For the purposes of establishing an MWSBE subcontracting goal on a Contract, the following are examples of contract types:

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

Appendix Section 27: Exempt Contracts: Contracts that fall within one or more of the following categories shall be "Exempt Contracts" from all aspects of the Charlotte Business INClusion Policy, unless the Department responsible for procuring the Contract decides otherwise:

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

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

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

Federal Contracts Subject to DBE Requirements: Contracts that are subject to the U.S. Department

of Transportation Disadvantaged Business Enterprise Program as set forth in 49 CFR Part 26 or any successor legislation shall be Exempt Contracts.

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

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

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

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

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

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

Appendix Section 35: Informal Contracts: Contracts and purchase orders through which the City procures services from a Business Enterprise that fall within one of the following two categories:

Construction Contracts Less Than or Equal To \$500,000:

Service and Commodities Contracts That Are Less Than or Equal To \$100,000:

Part B: Formal Construction Bidding

Part B: Section 2.1: When the City Solicitation Documents for a Construction Contract contain an MWSBE Goal, each Bidder must either: (a) meet the MWSBE Goal, or (b) comply with the Good Faith Negotiation and Good Faith Efforts requirements. Failure to do so constitutes grounds for rejection of the Bid. The City Solicitation Documents will contain certain forms that Bidders must complete to document having met these requirements.

Part B: Section 2.3: No Goals When There Are No Subcontracting Opportunities.

The City shall not establish Subcontracting Goals for Contracts where: a) there are no subcontracting opportunities identified for the Contract; or b) there are no SBEs, MBEs or WBEs (as applicable) to perform scopes of work or provide products or services that the City regards as realistic opportunities for subcontracting.

Part C: Services Procurement

Part C: Section 2.1: When the City Solicitation Documents for a Service Contract do not contain an SBE Goal, each Proposer must negotiate in good faith with each MWSBE that responds to the Proposer's solicitations and each MWSBE that contacts the Proposer on its own accord. Additionally, the City may negotiate a Committed SBE Goal with the successful Proposer after the Proposal Opening.

Part C: Section 2.1: No Goal When There Are No MWSBE Subcontracting Opportunities. The City shall not establish an MWSBE Goal for Service Contracts where there are no MWSBEs certified to perform the

scopes of work that the City regards as realistic opportunities for subcontracting.

Part D: Post Contract Award Requirements

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

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

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



Agenda #: 54.**File #:** 15-7080 **Type:** Consent Item

Reference - Property Transaction Process

Property Transaction Process Following City Council Approval for Condemnation

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

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

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



Agenda #: 55.**File #:** 15-7081 **Type:** Consent Item

Reference - Property Acquisitions and Condemnations

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