

Meeting Minutes
August 07, 2024

MINUTES OF MECKLENBURG COUNTY, NORTH CAROLINA
BOARD OF COUNTY COMMISSIONERS

The Board of Commissioners of Mecklenburg County, North Carolina, met in Informal Session in the Conference Center Room 267 of the Charlotte-Mecklenburg Government Center located at 600 East Fourth Street, Charlotte, North Carolina at 5:00 p.m. and in Formal Session in the Conference Center Room 267 of the Charlotte-Mecklenburg Government Center at 6:16 p.m. on Wednesday, August 7, 2024.

ATTENDANCE

Present: Chair George Dunlap, Vice-Chair Mark Jerrell,
and Commissioners Leigh Altman, Patricia “Pat” Cotham,
Elaine Powell, Vilma D. Leake, Laura J Meier,
and Susan Rodriguez-McDowell
County Manager Dena R. Diorio
County Attorney Tyrone C. Wade
Clerk to the Board Kristine M. Smith
Deputy Clerk to the Board Arlissa Eason

Absent: Commissioner Arthur Griffin

-INFORMAL SESSION-

CALL TO ORDER

The meeting was called to order by Chair Dunlap, after which the matters below were addressed.

REMOVAL OF ITEMS FROM CONSENT

The Board identified item(s) to be removed from Consent and voted upon separately. The items identified were Items:

- | | |
|----------------|--|
| 24-0380 | Commissioner Leake |
| 24-0406 | Commissioner Leake |
| 24-0419 | Commissioner Vice-Chair Jerrell & Commissioner Leake |
| 24-0421 | Commissioner Leake |
| 24-0423 | Commissioner Leake |
| 24-0424 | Commissioner Leake |
| 24-0425 | Commissioner Vice-Chair Jerrell & Commissioner Leake |
| 24-0426 | Commissioner Leake |
| 24-0432 | Commissioner Vice-Chair Jerrell & Commissioner Leake |
| 24-0441 | Commissioner Leake |
| 24-0442 | Commissioner Leake |
| 24-0443 | Commissioner Vice-Chair Jerrell & Commissioner Leake |
| 24-0445 | Commissioner Vice-Chair Jerrell & Commissioner Leake |

STAFF BRIEFINGS - NONE

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24-0446 CLOSED SESSION

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried, to go into Closed Session for the following purpose(s): Discuss Personnel Matter, Discuss Land Acquisition, and Consult with Attorney.

The Board went into Closed Session at 5:08 p.m. and came back into Open Session at 6:15 p.m.

The Board then remained in room 267 for the remainder of the meeting.

-FORMAL SESSION-

CALL TO ORDER

Chair Dunlap called this portion of the meeting to order, which was followed by introductions, invocation by Commissioner Meier, and the Pledge of Allegiance to the Flag; after which, the matters below were addressed.

AWARDS/RECOGNITION

24-0412 PROCLAMATION – CHILD SUPPORT AWARENESS MONTH (VICE-CHAIR JERRELL)

Background: Mecklenburg County has operated Child Support Services since July 2010 when the staff and customers of the program were entrusted to the County by the State of North Carolina. Former President Bill Clinton first proclaimed August as National Child Support Awareness Month in 1995 to demonstrate the importance of child support as a sustainable means of financial support and well-being for many of our nation's children.

In Mecklenburg County, there are approximately 58,834 children and custodial parents who receive more than \$48.7 million in child support annually, through the efforts of this County's child support professionals, which provide food, housing, and clothing to these families.

The proclamation was read by Commissioner Jerrell.

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried to adopt a Proclamation declaring August 2024 as Child Support Awareness Month in Mecklenburg County,

Thomas Long, Child Support Manager, received the proclamation and gave remarks.

Mecklenburg County

North Carolina

Proclamation

WHEREAS, Mecklenburg County has operated Child Support Services since July 2010, when the staff and customers of the program were entrusted to the County by the State of North Carolina; and

WHEREAS, Former President Bill Clinton first proclaimed August as National Child Support Awareness Month in 1995 to demonstrate the importance of child support as a sustainable means of financial support and well-being for many of our nation's children; and

WHEREAS, children living in poverty are more vulnerable to environmental, educational, health, and safety risks and are more likely to have cognitive, behavioral, and socio-emotional difficulties throughout their lifetime; and

WHEREAS, parents and/or caretakers, through a strong work ethic and personal responsibility, can provide a stable foundation for life to children who are dependent on them for their daily, financial, emotional, and physical growth; and

WHEREAS, Mecklenburg County is committed to ensuring the safety, health, and well-being of our children by supporting families through programs designed to help parents remain engaged in their children's lives; and

WHEREAS, Mecklenburg County promotes a thriving, productive, proactive, and engaging community by taking a collaborative and holistic approach to help families benefit from both co-parenting and community support; and

WHEREAS, in Mecklenburg County, there are approximately **58,834 children and custodial parents** who receive more than **\$48.7 million** in child support annually through the efforts of this County's child support professionals, which provides food, housing, and clothing to these families; and

WHEREAS, collection of child support also contributes to the welfare of our local economy by avoiding Medicaid costs annually and moving families into economic self-sufficiency by reducing dependence on other public assistance programs such as Temporary Assistance to Needy Families (TANF) and Food and Nutrition Services (FNS); and

WHEREAS, these local efforts are provided by 132 Mecklenburg County staff members who work diligently to uphold the County's customer service and accountability standards.

NOW, THEREFORE, BE IT RESOLVED, that the Mecklenburg Board of County Commissioners hereby proclaims August 2024 as

"CHILD SUPPORT AWARENESS MONTH"

in Mecklenburg County

This 7th day of August 2024


George Dunlap, Chair
Mecklenburg Board of County Commissioners



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24-0420 PROCLAMATION – CHARLOTTE BLACK PRIDE WEEK & CHARLOTTE PRIDE WEEK (COMMISSIONER ALTMAN)

Background: Mecklenburg County is home to a vibrant and diverse community, among which are lesbian, gay, bisexual, transgender, and queer (LGBTQ) citizens and residents. With Charlotte's first Pride events finally held in 1981 and the ensuing decades inspiring the creation of Charlotte Pride in 2000; and Charlotte Black Pride was founded in 2005 with the mission to promote LGBTQ pride primarily for, but not limited to, members of the Black community while building social awareness, embracing spirituality, and celebrating the diversity that exists within our community. Each July, Black members of the LGBTQ community and their allies gather to celebrate the history, culture, achievements, aspirations, and dreams during Charlotte Black Pride Week, and will this year hold their annual celebration "P.O.P. - Pride on Purpose;" and community members will join together July 13 to Sunday, July 21, to celebrate the history, culture, community, and triumphs of Black LGBTQ people across our region. This August, Charlotte Pride will celebrate the 24th anniversary of its founding and the 43rd anniversary of the first Pride events in Mecklenburg County; and the Charlotte Pride Festival and Parade is the largest LGBTQ community event in the American Southeast, second only to Atlanta, and the largest annual parade in Mecklenburg County, contributing millions of dollars in economic impact each year.

Commissioner Altman read the proclamation.

Motion was made by Commissioner Altman, seconded by Commissioner Meier, and unanimously carried to Adopt a proclamation proclaiming July 13 - 21, 2024, as Charlotte Black Pride Week and August 9 - 18, 2024, as Charlotte Pride Week.

Rayvon Moore, Chaplain for Charlotte Black Pride, and Liz Schob, Communications Manager for Charlotte Pride, excepted the proclamation and made remarks.



PUBLIC ART MOMENT – N/A

24-0447 PUBLIC APPEARANCE

The following persons appeared to speak during the Public Appearance portion of the agenda:

- 1. Vishab Nooka Mecklenburg County’s Delegate for 2024 Youth Voice (NCACC), speaking on a topic that affects the youth.

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- | | |
|--------------------------|---|
| 2. Calvin McKenzie | Guardian Ad Litem; Adoption and Safe Families Act and Meck County YFS |
| 3. Denesha Degraffenreid | Mental Health and Substance Abuse |

APPOINTMENTS

24-0415 APPOINTMENTS – HISTORIC LANDMARKS COMMISSION

The Commissioners voted on applicants nominated at the July 2, 2024, Board of County Commissioners Regular Meeting.

The vote was as follows:

Andrew Dunn: Commissioners Altman, Jerrell, Leake, Meier, Powell, and Rodriguez-McDowell

Andrew Dunn was appointed for one three-year term expiring July 31, 2027.

24-0429 APPOINTMENTS – AIR QUALITY COMMISSION

Motion was made by Commissioner Cotham, seconded by Commissioner Powell, and unanimously carried, to reappoint Billy Powers and Karl Welke on the Air Quality Commission for two (2) three-year terms expiring August 31, 2027.

24-0431 APPOINTMENTS – CITIZEN CAPITAL BUDGET ADVISORY COMMITTEE

Motion was made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and unanimously carried, to reappoint Steven Hyland and Linda Reece to the Citizen Capital Budget Advisory Committee for two (2) three-year terms expiring July 31, 2027.

PUBLIC HEARINGS

24-0434 TEFRA HEARING – LAKE NORMAN CHARTER SCHOOL

Background: As more fully explained in the attached Resolution Lake Norman Charter School, Inc. (the “School”) has requested that the Public Finance Authority, a public authority existing under the laws of the State of Wisconsin (the “Authority”), issue its Educational Facilities Revenue Bonds (Lake Norman Charter School), in one or more series (the “Bonds”), in an aggregate principal amount not to exceed \$27,000,000 for the following purposes:

- (1) finance and refinance the acquisition, construction and equipping of certain elementary school facilities on the elementary school campus (the “Project”);*
- (2) fund a debt service reserve fund for the Bonds; and*
- (3) pay certain expenses incurred in connection with the authorization and issuance of the Bonds.*

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Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried, to open a TEFRA Public Hearing to receive comments on the proposed financing by Lake Norman Charter School.

There were no speakers for the public hearing.

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to close the Public Hearing and adopt a Resolution entitled Resolution of the Board of Commissioners of Mecklenburg County, North Carolina approving the issuance of the Educational Facilities Revenue Bonds in an aggregate principal amount not to exceed \$27,000,000 to be issued by the Public Finance Authority for the benefit of Lake Norman Charter School.

Commissioner _____ introduced the following resolution, a copy of which had been distributed to each Commissioner and the title of which appeared on the agenda:

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF
MECKLENBURG, NORTH CAROLINA, APPROVING THE ISSUANCE BY THE
PUBLIC FINANCE AUTHORITY OF ITS EDUCATIONAL FACILITIES
REVENUE BONDS (LAKE NORMAN CHARTER SCHOOL), IN AN
AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000**

WHEREAS, Lake Norman Charter School, Inc. (the "School") has requested that the Public Finance Authority, a public authority existing under the laws of the State of Wisconsin (the "Authority"), issue its Educational Facilities Revenue Bonds (Lake Norman Charter School), in one or more series (the "Bonds"), in an aggregate principal amount not to exceed \$27,000,000 for the following purposes:

- (A) finance and refinance the acquisition, construction and equipping of certain elementary school facilities on the elementary school campus (the "Project");
- (B) fund a debt service reserve fund for the Bonds; and
- (C) pay certain expenses incurred in connection with the authorization and issuance of the Bonds.

WHEREAS, the Project will be owned by LNCHARTER, LLC (the "Borrower") and leased to and operated by the School.

WHEREAS, pursuant to Section 147(f) of the Code, prior to their issuance, the Bonds are required to be approved by the "applicable elected representative" of a governmental unit having jurisdiction over the area in which the Project is located, after a public hearing held following reasonable public notice;

WHEREAS, the Board of Commissioners (the "Board") of the County of Mecklenburg, North Carolina (the "County") is the "applicable elected representative" of the County for the Project located within the County;

WHEREAS, the Borrower has requested that the Board approve the Authority's issuance of the Bonds and the refinancing and financing of the Project located within the County in order to satisfy the requirements of Section 147(f) of the Code; and

WHEREAS, the Board, following notice duly given in the form attached hereto as Exhibit A (the "TEFRA Notice"), held a public hearing today regarding the Authority's issuance of the Bonds and the financing of the Project and now desires to approve the Authority's issuance of the Bonds and the financing of the Project in accordance with the Code;

BE IT RESOLVED by the Board as follows:

Section 1. Pursuant to and in satisfaction of the requirements of Section 147(f) of the Code, the Board hereby approves (a) the Authority's issuance of the 2024 Bonds in an aggregate principal amount not to exceed \$27,000,000 and (b) the financing and refinancing of the Project located in the County.

Section 2. The County has no responsibility for the payment of the principal of or interest on the Bonds or for any costs incurred by the Borrower or the School with respect to the Bonds or the

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Project.

Section 3. This resolution is effective immediately on its passage.

On motion of Commissioner _____, seconded by Commissioner _____, the foregoing resolution entitled “RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (LAKE NORMAN CHARTER SCHOOL), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000” was duly adopted by the following vote:

AYES:

NAYS:

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STATE OF NORTH CAROLINA)
) ss:
COUNTY OF MECKLENBURG)

I, *Kristine Smith*, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of the County of Mecklenburg, North Carolina at a regular meeting held on August 7, 2024, as it relates to the adoption of a resolution entitled “**RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA, APPROVING THE ISSUANCE BY THE PUBLIC FINANCE AUTHORITY OF ITS EDUCATIONAL FACILITIES REVENUE BONDS (LAKE NORMAN CHARTER SCHOOL), IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$27,000,000,**” and the holding of a public hearing related thereto, and that said proceedings will be recorded in the minutes of the Board of Commissioners of the County of Mecklenburg, North Carolina.

WITNESS my hand and the seal of the County of Mecklenburg, North Carolina, this the ____ day of August, 2024.

Kristine Smith
Clerk to the Board of Commissioners
County of Mecklenburg, North Carolina

(SEAL)

Exhibit A

NOTICE OF PUBLIC HEARING
FOR THE BOARD OF COMMISSIONERS
OF THE COUNTY OF MECKLENBURG, NORTH CAROLINA
WITH RESPECT TO EDUCATIONAL FACILITIES REVENUE BONDS
(LAKE NORMAN CHARTER SCHOOL)
TO BE ISSUED BY THE PUBLIC FINANCE AUTHORITY
IN AN AMOUNT NOT TO EXCEED
\$27,000,000

NOTICE IS HEREBY GIVEN that on August 7, 2024, a public hearing, as required by Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), will be held by the Board of Commissioners of the County of Mecklenburg, North Carolina (the "Board") with respect to the proposed issuance by the Public Finance Authority (the "Authority"), a commission organized under and pursuant to the provisions of Sections 66.0301, 66.0303 and 66.0304 of the Wisconsin Statutes, as amended, of its Educational Facilities Revenue Bonds (Lake Norman Charter School), in one or more series (the "Bonds"), in an amount not to exceed \$27,000,000, the interest on which will be excludible from gross income for federal income tax purposes. The hearing will commence at 6:30 p.m., or as soon thereafter as the matter can be heard, and will be held in the Commissioners' Meeting Room, 600 East 4th Street, Charlotte, NC 28202

The Bonds are expected to be issued pursuant to 66.0304 of the Wisconsin Statutes, as amended, and the proceeds from the sale of the Bonds will be loaned to the "Borrower" identified below and used to (1) finance and refinance the acquisition, construction and equipping of certain elementary school facilities (the "Project"), (2) fund a debt service reserve fund for the Bonds, and (3) pay certain expenses incurred in connection with the authorization and issuance of the Bonds..

The Project is located on land comprised of approximately 19 acres located at 8716 McIlwaine Road, Huntersville, North Carolina. The Project will be owned by LNCHARTER, LLC (the "Borrower") and leased to and operated by Lake Norman Charter School, Inc.. The approximate cost of the Project is \$27,000,000 and the maximum aggregate principal amount of tax-exempt Bonds proposed to be issued by the Authority in connection with the Project is \$27,000,000.

The Bonds will be special limited obligations of the Authority payable only from the loan repayments to be made by the Borrower to the Authority, and certain accounts established by the bond agreement.

The public hearing will provide an opportunity for all interested persons to express their views, both orally and in writing, on the proposed issuance of the Bonds and the financing and refinancing of the Project. Any person interested in the issuance of the Bonds may appear and be heard or submit written comments. Any person wishing to submit written comments regarding the proposed issuance of the Bonds, the financing and refinancing of the Project or any matter related thereto should do so within 7 days after the date of publication of this notice by mailing said written comments to the Board of Commissioners, c/o the Clerk to the Board of Commissioners of Mecklenburg County, North Carolina, 600 East Fourth Street, 11th floor, Charlotte, North Carolina 28202. This notice is given pursuant to the provisions of Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Authority. Additional information concerning the Project may be obtained from Brandon K. Lewisohn, Esq., 620 South Tryon Street, Suite 800, Charlotte, North Carolina 28202; Phone (704) 372-9000; Email Address: brandonlewisohn@parkerpoe.com. The Board of Commissioners does not discriminate upon the basis of

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any individual's disability status. This non-discrimination policy involves every aspect of the Board of Commissioners' functions, including one's access to and participation in public hearings. Anyone requiring reasonable accommodation for this meeting and/or needing this information in an alternative format because of a disability as provided for in the Americans with Disabilities Act should contact the Clerk to the Board of Commissioners by phone at (980) 314-2912, or by fax at (704) 336-5887, or by e-mail at Kristine.Smith@mecklenburgcountync.gov.

/s/ Kristine Smith

Clerk to the Board of Commissioners of Mecklenburg
County, North Carolina

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this PC

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Extract of Minutes of a regular meeting of the Board of Commissioners
for the County of Mecklenburg, North Carolina, duly held in the
Commissioners' Meeting Room, 600 East 4th Street, Charlotte, NC
28202, the regular place of meeting, at 6:30 P.M., on August 7, 2024:

Commissioners Present:

Commissioners Absent:

* * * * *
* * *

The Clerk to the Board of Commissioners for the County of Mecklenburg reported to the Board of Commissioners that a notice of a public hearing regarding the proposed issuance by the Public Finance Authority, a public authority existing under Wisconsin law, of its Educational Facilities Revenue Refunding Bonds (Lake Norman Charter School), in one or more series (the "Bonds"), in an amount not to exceed \$27,000,000, the interest on which will be excludible from gross income for federal income tax purposes, (1) to finance or refinance the acquisition, development and equipping of certain elementary school facilities on a site of approximately 19 acres located at approximately 8716 McIlwaine Road, Huntersville, North Carolina (collectively, the "Project"), (2) fund a debt service reserve fund for the Bonds, and (3) pay all or a portion of the costs of issuing the Bonds, was published on July __, 2024 in *The Charlotte Observer* stating that the Board of Commissioners would hold a public hearing thereon on August 7, 2024 at 6:30 p.m.

The Clerk to the Board of Commissioners announced that the Board of Commissioners would hear anyone who wished to be heard regarding the proposed issuance of the Bonds and the nature and location of the projects described above to be financed thereby. No one spoke at the public hearing.

Commissioner _____ moved that the public hearing be closed. The motion was seconded by Commissioner _____ and was unanimously adopted.

HELD the 7th day of August, 2024.

* * * * *

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CERTIFICATION

I, *Kristine M. Smith*, Clerk to the Board of Commissioners for the County of Mecklenburg, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact extract of the minutes of the meeting of the Board of Commissioners of the County of Mecklenburg, North Carolina, in regular session convened on the 7th day of August, 2024, the record having been made in Minute Book _____ of the minutes of said Board, beginning at page _____ and ending at page _____, and is a true copy of so much of said minutes as relates in any way to the matters described therein.

WITNESS my hand and the corporate seal of said County, this ____ day of _____, 2024.

Clerk to the Board of Commissioners

PPAB 11241801v1

Resolution recorded in full in Ordinance Book 53, Document #1.

24-0435 TEFRA HEARING – PHOENIX MONTESSORI ACADEMY

Background: As more fully explained in the attached Resolution the Public Finance Authority (the "Authority") has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Phoenix Montessori Academy, a North Carolina nonprofit corporation and designated as an organizations described in Section 501 (c)(3) of the Internal Revenue code of 1986, as amended (the "Code") in an aggregated principal amount not to exceed \$25,000,000 for the following purpose:

(1) For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the Board hereby approves the plan of finance that includes the issuance of the Bonds, in one or more series or issuances, in a maximum stated principal amount not to exceed \$25,000,000, by the Authority for the purpose of providing funds to finance the Project, provided that in no event shall Mecklenburg County, the State of North Carolina or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of Mecklenburg County, the State of North Carolina or any political

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subdivision thereof. It is the purpose and intent of the Board that this resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the Project Jurisdiction for the Project, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried, to open a TEFRA Public Hearing to receive comments on the proposed financing by Phoenix Montessori Academy.

There were no speakers for the public hearing.

Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried, to close the Public Hearing and adopt a Resolution entitled Resolution of the Board of Commissioners of Mecklenburg County, North Carolina Approving the Issuance of Bonds in a Maximum Stated Principal Amount of \$25,000,000 to be Issued by the Public Finance Authority for the Benefit of Phoenix Montessori Academy.

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EXTRACTS FROM MINUTES OF BOARD OF COMMISSIONERS

The Board of Commissioners for the County of Mecklenburg, North Carolina (the "County") held a regular meeting in the Meeting Chamber at the Charlotte-Mecklenburg Government Center, 600 East Fourth Street, Charlotte, North Carolina 28202, Room 267, at 6:30 P.M. on August 7, 2024. The following Commissioners were:

Present: Chair George Dunlap, Vice Chair Mark D. Jerrell, Commissioners Leigh Altman, Patricia "Pat" Cotham, Elaine Powell, Vilma D. Leake, Laura J. Meier, and Susan Rodriguez-McDowell

Absent: Commissioner Arthur Griffin

* * * * *

Motion was made by Commissioner Jerrell, seconded by Commissioner Meier and carried 8-0, with Commissioners (put commissioners names here) voting yes to open the public hearing.

WHEREAS, at 6:56 p.m., the Chairman announced that the Board of Commissioners (the "Board") would proceed to hold a public hearing and would hear anyone who wished to be heard on the proposed issuance by the Public Finance Authority (the "Authority"), a public authority existing under the laws of the State of Wisconsin, of its educational facilities revenue bonds, in one or more series or issuances as part of a plan of finance (the "Bonds") in a maximum stated principal amount not to exceed \$25,000,000;

WHEREAS, the Authority has been requested to issue the Bonds and to lend the proceeds from the sale thereof to Phoenix Montessori Academy, a North Carolina nonprofit corporation (the "Borrower") and designated as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code");

WHEREAS, the Bonds will be qualified 501(c)(3) bonds as defined in Section 145 of the Code, and the Borrower will use the proceeds from the sale of the Bonds to, among other things, (a) finance and/or refinance the costs of acquiring, constructing, improving, furnishing and/or equipping educational facilities, including the acquisition of an approximately 8.79 acre parcel of undeveloped land located at 8020 McIlwaine Road, Huntersville, North Carolina 28078 (the "Facility Site"), and the construction thereon of a new, approximately 37,805 square foot, two-story building and related capital improvements (the "School Facility" and, together with the Facility Site, the "Facility"), (b) fund any required reserves for the Bonds, (c) fund interest on the Bonds, and (d) pay all or a portion of the costs of issuing the Bonds (collectively, the "Project"). The Borrower will be the owner and principal user of the Facility and will use and operate the Facility as a private Montessori school; and

WHEREAS, pursuant to Section 66.0304(11)(a) of the Wisconsin Statutes, prior to their issuance, bonds issued by the Authority must be approved by the governing body or highest-ranking executive or administrator of the political subdivision within whose boundaries a project is located, which with respect to the Project is Mecklenburg County, North Carolina:

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WHEREAS, the Borrower has requested that the Board approve the financing of the Project and the issuance of the Bonds in a maximum stated principal amount not to exceed \$25,000,000 in order to satisfy the public approval requirement of Section 147(f) of the Code and the requirements of Section 4 of the Amended and Restated Joint Exercise of Powers Agreement Relating to the Public Finance Authority, dated as of September 28, 2010 (the "Joint Exercise Agreement"), and Section 66.0304(11)(a) of the Wisconsin Statutes;

WHEREAS, on July 31, 2024 a notice of public hearing was published in the *Charlotte Observer*, setting forth a general, functional description of the type and use of the facilities to be financed, the maximum principal amount of the Bonds, the initial owner, operator or manager of the facilities and the location of the facilities, among other things;

WHEREAS, the names, address and testimony of the persons who were present and who offered comments on the proposed issuance of the Bonds or who responded in writing to the notice of public hearing are as follows: [None]

WHEREAS, the Chairman of the Board inquired elsewhere in and around the meeting room to determine whether there were any other persons who wished to speak at the public hearing and the Chairman of the Board determined that no other persons who wished to speak at the public hearing were found; and

WHEREAS, the purpose of the above-described public hearing and this resolution is to satisfy the public approval requirement of Section 147(f) of the Code, in order to qualify the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code;

After the Board had heard all persons who had requested to be heard, Commissioner Leake moved that the public hearing be closed. The motion was seconded by Commissioner Powell and was adopted 8 -0.

Commissioner Leake introduced the following resolution, a copy of which had been distributed to each Commissioner:

RESOLUTION APPROVING THE ISSUANCE OF BONDS IN A MAXIMUM
STATED PRINCIPAL AMOUNT OF \$25,000,000 TO BE ISSUED BY THE
PUBLIC FINANCE AUTHORITY FOR THE BENEFIT OF PHOENIX
MONTESSORI ACADEMY

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS
FOR THE COUNTY OF MECKLENBURG, NORTH CAROLINA:**

Section 1. For the sole purpose of qualifying the interest on the Bonds for exclusion from the gross income of the owners thereof for federal income tax purposes pursuant to the applicable provisions of the Code, the Board hereby approves the plan of finance that includes the issuance of the Bonds, in one or more series or issuances, in a maximum stated principal amount not to exceed \$25,000,000, by the Authority for the purpose of providing funds to finance the Project, *provided that* in no event shall Mecklenburg County, the State of North Carolina or any political subdivision thereof be liable for such Bonds nor shall the Bonds constitute a debt of Mecklenburg County, the State of North Carolina or any political subdivision thereof. It is the purpose and intent

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of the Board that this resolution constitutes approval of the issuance of the Bonds by the applicable elected representative of the County for the Project, which is the governmental unit having jurisdiction over the area in which the Project is located, in accordance with Section 147(f) of the Code and Section 66.0304(11)(a) of the Wisconsin Statutes and Section 4 of the Joint Exercise Agreement.

Section 2. This resolution shall take effect immediately upon its passage.

Commissioner Powell seconded the motion, and the motion was adopted by the following vote:

AYES: 8

NAYS: 0

* * * * *

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STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

I, *Kristine M. Smith*, Clerk to the Board of Commissioners of the County of Mecklenburg, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true copy of so much of the proceedings of the Board of Commissioners of the County of Mecklenburg, North Carolina at a regular meeting held on August 7, 2024, as it relates to the matters therein, and that said proceedings will be recorded in the minutes of the Board of Commissioners of the County of Mecklenburg, North Carolina.

WITNESS my hand and the seal of the County of Mecklenburg, North Carolina, this 7th day of August, 2024.

Kristine M. Smith
Clerk to the Board of Commissioners
County of Mecklenburg, North Carolina

[SEAL]

Resolution recorded in full in Ordinance Book 53, Document #2.

ADVISORY COMMITTEE REPORTS

24-0430 AIR QUALITY COMMISSION – ANNUAL REPORT

Background: The Board's Appointment Policy states all Committees must report at least annually to the Board of County Commissioners on their activities. Reports can be submitted to the Clerk to the Board for distribution to the Board in writing or for formal presentation at a Regular Board Meeting.

The Board received an Annual Report of the Air Quality Commission from Leslie Rhodes, Air Quality Commission Director, and Peter McGrath, Air Quality Commission Chair

Air Quality Commission FY24 Annual Report

Presented by: Peter McGrath, Chair
Staff Support: Leslie Rhodes, AQ Director

2024 Air Quality Commission



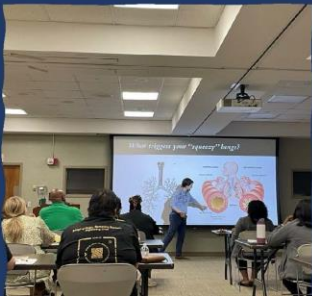
Pictured (left to right): Mr. Marcus Hackler, Dr. Brian Magi, Ms. Lisa Hooker, Mr. Gregory Twait, Rev. Janet Garner-Mullins, Mr. Peter McGrath, Dr. Karl Welke, Mr. Richard Matulis.

Not pictured: Dr. Aaron Levy, Mr. Bill Powers, Mr. Bill Lawrence

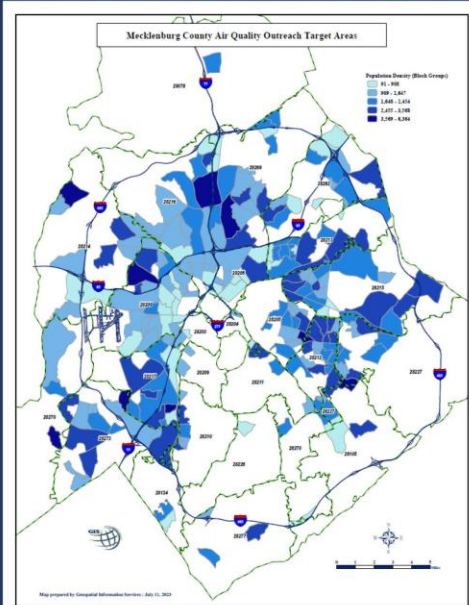
Conducting Community Outreach

In 2023, the Air Quality Commission took an active role in education and outreach in the community. Here are a few examples:

- Attended tabling events at libraries, parks and monitoring stations
- Provided AQ updates on community neighborhood coalitions
- Presented at conferences
- Served on non-profit boards as an air quality resource.



Elevating Environmental Justice



The AQC recommended that Mecklenburg County Air Quality prioritize outreach in areas of the County in which the percentage of households is higher than 90% of census blocks in the state for the at least one of the following categories:

- people of color
- low-income
- have less than high school education,
- linguistically isolated

An associated FY25 budget request was submitted by the AQC to add an outreach position to work in the highlighted areas.

Data defined by U.S. Environmental Protection Agency's Environmental Justice Screening and Mapping Tool (EJ Screen). Darker highlighting indicates census blocks with greater population density. Map developed in collaboration with Mecklenburg County Air Quality and with technical resources from Mecklenburg County GIS.

Following Important Issues

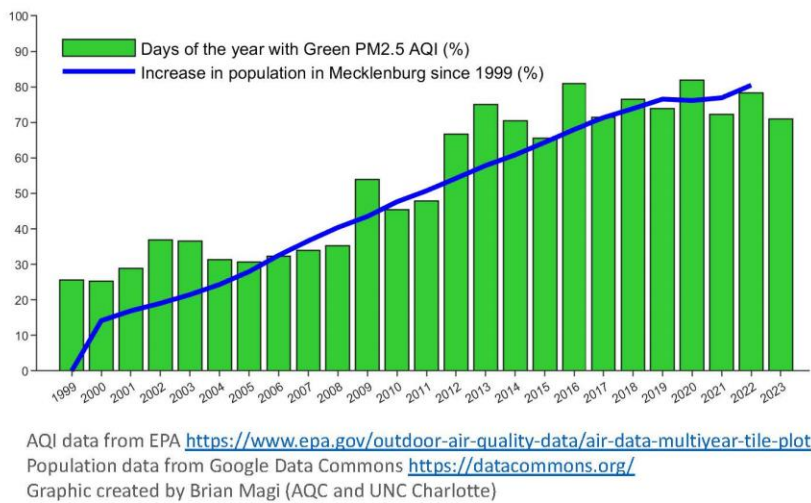
- Revisions to the federal regulations for Ethlyene Oxide
- Strengthening of the National Ambient Air Quality Standard for Fine Particulate Matter (PM2.5)
- Revisions to the Mecklenburg County Air Pollution Control Ordinance to incorporate fee adjustments.
- Issuance of Operating Permits (44), Notices of Violations (55), and Penalties (1) by Mecklenburg County Air Quality

Evaluating Air Monitoring Compliance 2023 Annual Compliance Values

Mecklenburg County currently meets all federal, health-based air quality standards.

Pollutant	Averaging Time	Mecklenburg Compliance Value (2023)	NAAQS	Federal NAAQS Designation
Ozone (O3)	8-hour	69 ppb	70 ppb	Attainment
Particulate Matter (PM2.5)	24-hour	21 µg/m³	35 µg/m³	Attainment
	Annual	9.2 µg/m³	12 µg/m³	
Particulate Matter (PM10)	24-hour	50 µg/m³	150 µg/m³	Attainment
Carbon Monoxide (CO)	8-hour	1.6 ppm	9 ppm	Attainment
	1-hour	2.0 ppm	35 ppm	
Sulfur Dioxide (SO2)	1-hour	2 ppb	75 ppb	Attainment
	3-hour	0.004 ppm	0.5 ppm	
Nitrogen Dioxide (NO2)	1-hour	37 ppb	100 ppb	Attainment
	Annual	10.7 ppb	53 ppb	

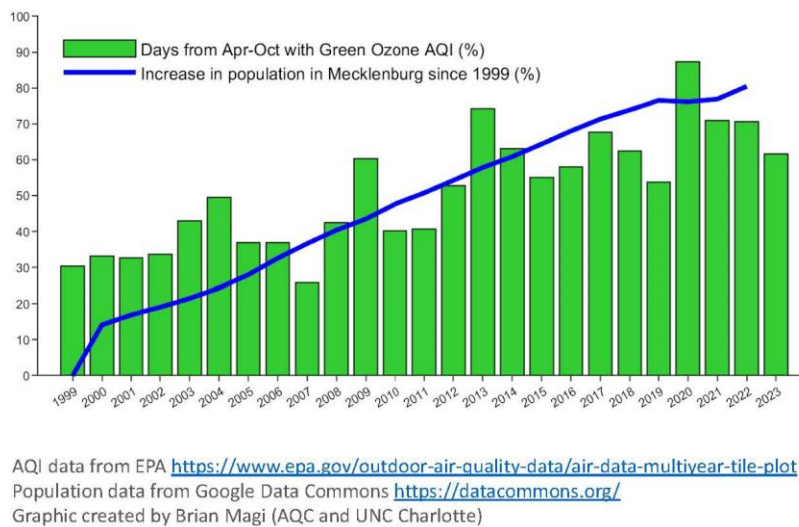
Population Growth Did Not Stop Positive Air Quality Trends



Mecklenburg County was impacted by wildfire smoke on several occasions in 2023.

Smoke (a type of PM) from Canadian Wildfires caused several days when conditions were unhealthy for sensitive groups in Mecklenburg County and other areas of North Carolina. These uncontrollable acts of nature resulted in an increase in the 2023 compliance value. Despite this increase, the County’s data continues to demonstrate compliance with the current NAAQS for PM₁₀ and 24-hour PM_{2.5}.

With Our Growing Community, Local Efforts Continue to Improve Air Quality



Mecklenburg County has seen consistent, sustained air quality improvements over time.

Over the last two decades, Mecklenburg County’s compliance value for ground-level ozone have improved by 25%.

The temporary air quality improvement seen in 2020 during the COVID-19 pandemic and local Stay at Home Order rolled out of this year’s data set, resulting in higher compliance value in 2023. These temporary improvements were above and beyond the sustained improvements seen over time. It is crucial to continue work to reduce ground-level ozone concentrations in region. Local efforts, such as [Grants to Replace Aging Diesel Engines](#) and [Breathing Room](#) have contributed to overall improvements.

2024 AQC Membership

AQC Member	Sector	BOCC District
Mr. Peter McGrath (Chair)	Attorney	4
Mr. Marcus Hackler (Vice Chair)	Industry	2
Rev. Janet Garner-Mullins	Public	2
Ms. Lisa Hooker	Public	1
Dr. Aaron Levy	Health Professional	5
Dr. Brian Magi	Scientist	3
Mr. Bill Powers	Transportation	1
Dr. Karl Welke	Public	5
Mr. Bill Lawrence	Public	1
Mr. Greg Twait	Engineer	1
Mr. Richard Matulis	Public	6

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COMMENTS

Commissioner Rodriguez-McDowell thanked the team for all their work.

Commissioner Powell thanked them for their services and asked how they could avoid ending up in non-compliance starting the following day. *Mr. McGrath said it was a difficult question because he didn't know if they had a complete understanding of the sources of PM 2.5. He said there were different sources that weren't PM 2.5. Ms. Rhodes said, before 2026, the sources in Mecklenburg County that they needed to be most concerned about were mobile sources like cars and trucks, etc., which contributed to both the ozone and particulate matter. She said that was the opportunity to reduce pollution.*

Commissioner Powell said she felt important things didn't get the publicity they deserved, and it seemed that governments throughout the nation did not often focus on air quality. She said she was proud of Mecklenburg County for being focused on it and making it a priority.

Vice-Chair Jerrell thanked the presenters and the committee. He said this presentation gave the Board the opportunity to lift environmental justice. He said he wanted residents in the external public to understand that it wasn't just an exercise in trying to check a box. *Mr. McGrath said he had pretty good evidence that the air quality across the County was uniformly good. He said people's understanding of how air quality affected them was not uniformly good. He said their goal was to go into areas that had been underserved and make sure they understood how air quality affected them and that they knew how to figure out what the air quality index was and what it meant if they needed to change some aspects of their daily plans to take that into account.*

Ms. Rhodes said they were at their monthly meeting, and prepared monthly business reports for the advisory board and one of the things they shared was what outreach events they had been to. She said they went to UNCC and was asked when the last time they were at JCSU, which they realized they had not been there recently and said JCSU had not invited them to come whereas UNCC invited them. She said the advisory board member pointed out that they possibly didn't know their services were available to them, and that was a light bulb for the team to say they had to proactively promote and make services available to everyone in the community.

Commissioner Meier thanked the team for their work. She said she hoped the press would get this and put it on the front page. She said she read that different parts of the County had worse air quality than others. *Ms. Rhodes said all the regulatory monitors showed compliance with the national ambient air quality standards but there could be hotspot pollutants in different parts. She said they didn't have evidence that there were pockets where the air quality was poor. Mr. McGrath said a study was being done on heat islands where it may be hotter in some areas than others, which may affect the air quality.*

Commissioner Leake asked for more discussion regarding the junkyards that settled in District 2. She asked what they were doing with the area of schools that were impacted with children out of school because of air quality. She said she was hoping they would do a better job of correcting where it was needed the most.

Chair Dunlap said the community continued to grow, which suggested to him that the Carbon footprint increased. He asked, how it would continue to comply as the County continued to grow. *Leslie Rhodes said one of our major reasons, despite growth, was that cars were cleaner, and the reduction of coal use and improvements. She said the good news was that many of the activities they did locally to support improvements in ozone and particulate matter had the co-benefit of also reducing carbon emissions.*

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Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 095-093-20, 095-102-24, and 095-102-25 (+/- 1.6 acres) from Central Plaza LLC., for a purchase price of One million four hundred thousand dollars (\$1,400,000) for construction of a portion of Briar Creek Greenway.

Motion was made by Commissioner Leake, seconded by Commissioner Cotham, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 221-011-03, (+/- 53.84 acres) and tax parcels 221-011-01 (+/- 2.4 acres) from Scofield Miller Properties, LLC., and Mariann Miller Rough, trustees of the James Plummer Rough Jr., Revocable Trust for a purchase price of \$2,800,000 for Park and Recreation purposes.

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 185-111-18, (+/- .457 acres) from Severn Fish LLC., for a purchase price of \$15.45 per square foot for a total of \$307,500 for Park and Recreation purposes.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Powell, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 201-473-01, (+/- 8.398 acres) from Emerald Acres LLC., Emerald Green Partners LLC., and Tubbercurry Real Estate Ventures LLC., for a purchase price of \$4,386,000 for Park and Recreation purposes.

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 099-041-25, (+/- 3.49 acres), and 099-041-61, (+/- 0.236 acres) from the Plaza Townhomes LLC., for a purchase price of \$2,000,000 for Park and Recreation purposes.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Altman, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for the acquisition of tax parcels 203-031-21, (+/- 14.120 acres) from Faison-Arrowood Properties, LTD., for a purchase price of \$2,410,000 for Park and Recreation purposes.

MANAGER'S REPORT

County Manager Diorio introduced Lissette Nimmons, the new Intergovernmental Affairs Manager.

24-0437 BROOKLYN VILLAGE REDEVELOPMENT UPDATE

Background: The Brooklyn Village Master Redevelopment Agreement between the County and BK Partners, LLC governs the phased disposition of County-owned property in the Second Ward neighborhood of Uptown Charlotte. Phase I of the property (the former Walton Plaza building and grounds) was conveyed to BK Partners in July 2023. In a letter to the County dated May 15, 2024, BK Partners informed the County of its progress to date which includes:

- 1) Completion of demolishing the former Bob Walton Plaza building*
- 2) Removal of asphalt, curbs, and lights from the grounds of the property*
- 3) Mass of the property*
- 4) Construction of detention ponds*
- 5) Construction of underground storm water vaults and sanitary sewer*

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In addition to reporting on the above activities, BK Partners informed the County that, despite using commercially reasonable efforts to move forward with the project, they are delaying the start of construction on the Multi-Family Vertical Improvements at this time due to unfavorable market conditions. A representative of BK Partners will give a more in-depth presentation regarding the company's decision to delay the start of construction.

The Board received as information an update on the Brooklyn Village Master Redevelopment Agreement.

Jacqueline McNeil, Real Estate Management Director, gave the presentation along with Donahue Peebles, Executive Vice President of The Peebles Corporation, who gave an in-depth overview of the Brooklyn Village Redevelopment Project challenges that they are facing.



Brooklyn Village Status Update



Presented by






BROOKLYN VILLAGE (PHASE I)

PHASE I: CURRENT STATUS / HORIZONTAL IMPROVEMENTS

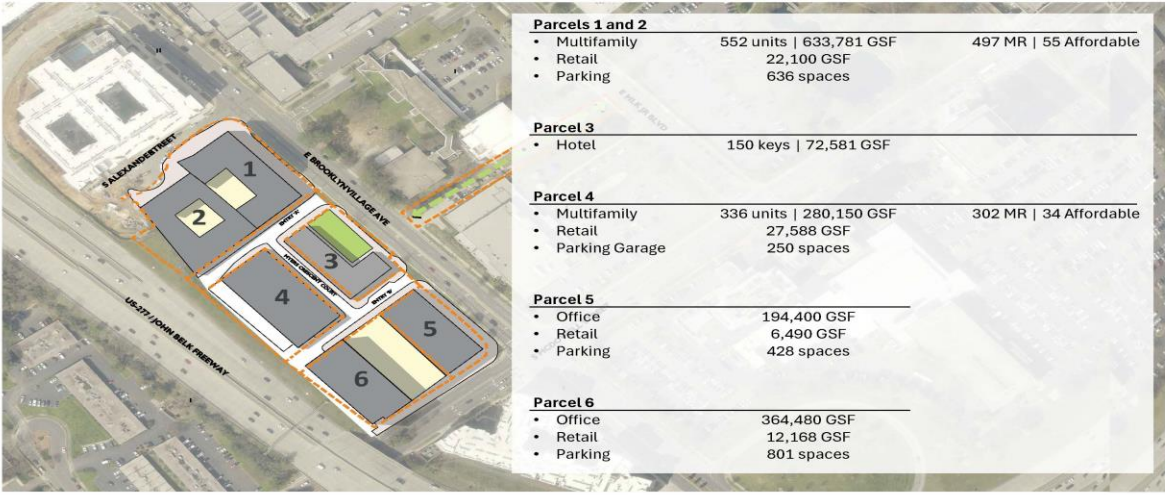
Event	Date Started	Date Completed
Long Lead Procurement	8/31/2023	12/20/2023
Detention System	8/31/2023	12/20/2023
Building Demolition	8/7/2023	10/31/2023
Abestos Abatement	8/7/2023	8/15/2023
Yard Lay and Temporary Fencing Install	8/16/2023	8/17/2023
Demolition of Building	9/19/2023	10/31/2023
Site Grading and Utilities	8/31/2023	8/2/2024
Site Demolition for Erosion Control	8/31/2023	9/7/2023
Install Erosion Control	9/8/2023	10/2/2023
Grading Permit	9/28/2023	9/28/2023
Demolition of Remaining Hardscaping	9/29/2023	10/23/2023
Site Tree Removal	9/29/2023	10/17/2023
Mass Grading and Cut Stockpile	10/24/2023	11/20/2023
Storm Drain and Road Tie-In Install	11/21/2023	11/29/2023
Detention System Install	12/21/2023	2/8/2024
Storm Drainage Tie-In to Detention System Install	2/9/2024	4/4/2024
Demo and Grading for Road Tie-In	4/5/2024	5/14/2024
Sanitary Sewer Manholes and Tie-In Laterals Install	5/15/2024	7/30/2024
Underground Utilities Relocation	6/17/2024	7/10/2024
Final Site Dress Up	7/11/2024	8/2/2024



BROOKLYN VILLAGE (PHASE I)



PHASE I: PROGRAM



BROOKLYN VILLAGE (PHASE I)



PARCELS 1 & 2: MULTIFAMILY



BROOKLYN VILLAGE (PHASE I)



BROOKLYN VILLAGE (PHASE I)



Key Takeaway

Challenges Impacting Development in Charlotte:

- Unfavorable economic conditions
- Increased interest rates
- Stricter capital funding criteria

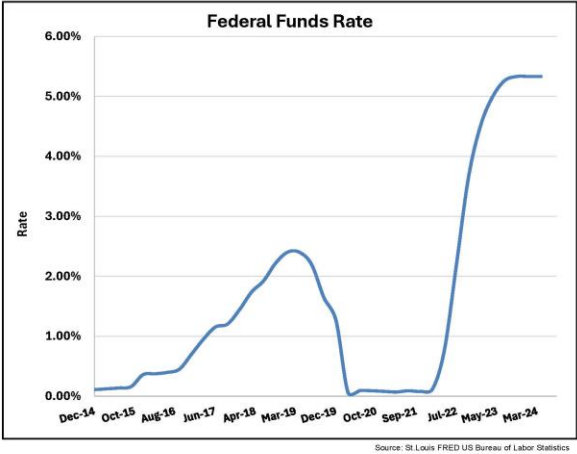
To secure the necessary equity for multifamily development in 2024, rents must be twice the current Uptown submarket average.



BROOKLYN VILLAGE (PHASE I)

Capital Markets

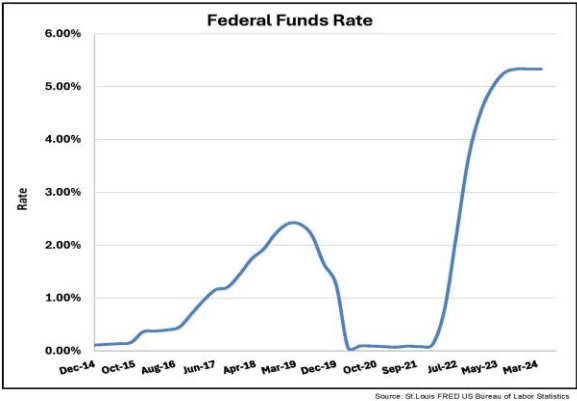
Problem	Impact
<ul style="list-style-type: none">• The Federal Reserve has raised interest rates to a 20-year high to combat inflation.	<ul style="list-style-type: none">• Properties generate lower net cash flow (profit) as a result of higher interest payments



BROOKLYN VILLAGE (PHASE I)

Capital Markets cont.

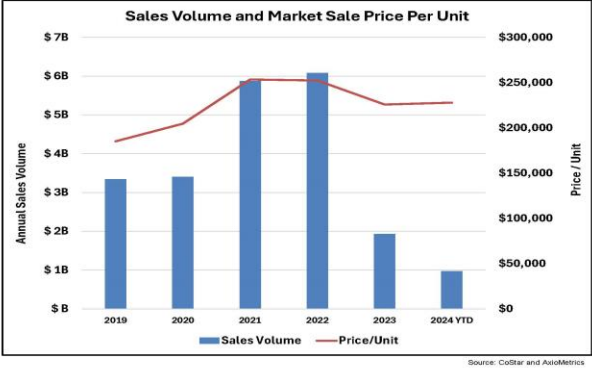
Problem	Impact
<ul style="list-style-type: none">• Properties must generate more revenue to cover the increased interest expenses	<ul style="list-style-type: none">• Properties must sell at a discount for investors to maintain dividends / returns.
<ul style="list-style-type: none">• Uncertainty about when the Federal Reserve will lower interest rates	<ul style="list-style-type: none">• This uncertainty has led investors to require higher returns to protect against risk



BROOKLYN VILLAGE (PHASE I)

Charlotte Market – Transactions

Problem	Impact
<ul style="list-style-type: none">There are mismatched pricing expectations between buyers and sellers	<ul style="list-style-type: none">Transaction volume in the Charlotte market has decreased by 71% year-over-yearThe average sale price per unit has dropped by 23.4% annually

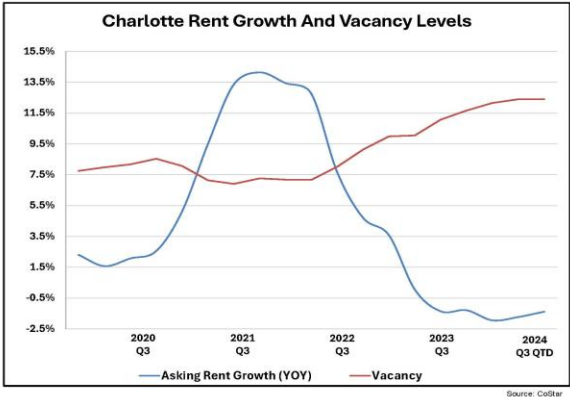


BROOKLYN VILLAGE (PHASE I)



Charlotte Market – Rent and Vacancies

Problem	Impact
<ul style="list-style-type: none">New apartment construction has exceeded demand in four of the past six years	<ul style="list-style-type: none">Apartment vacancies have reached a 25-year highRents have decreased by 2.6% year-to-date as owners strive to attract and retain tenants

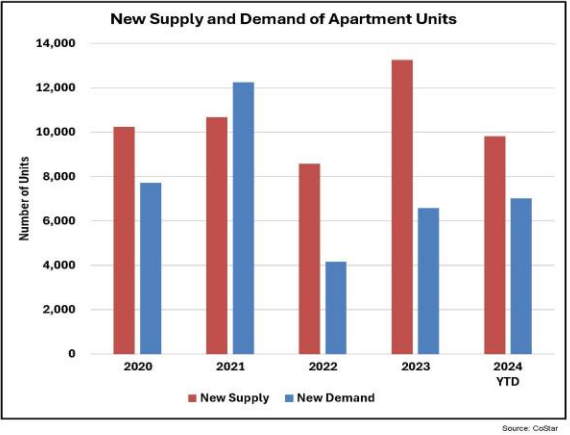


BROOKLYN VILLAGE (PHASE I)



Charlotte Market – Oversupply of Multifamily Units

Problem	Impact
<ul style="list-style-type: none">There are currently over 33,000 apartment units under construction in the Charlotte marketMore than 14,000 units were completed and delivered in the past yearOver the past five years, the annual demand for apartments has averaged fewer than 7,500 units.	<ul style="list-style-type: none">It will take more than 4.5 years for the Charlotte market to absorb both the newly constructed and under-construction apartment units



BROOKLYN VILLAGE (PHASE I)





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Our Position

Forecast of Charlotte Development and Brooklyn Village:

- Expected interest rate reduction starting in Q4 of this year
- Faster-than-projected absorption of new supply
- Anticipated start of vertical construction of Parcels 1 & 2 in June of 2026




BROOKLYN VILLAGE (PHASE I)

BK PARTNERS LLC

CONFORMITY

THE PEEBLES CORPORATION

QUESTIONS



BROOKLYN VILLAGE (PHASE I)

BK PARTNERS LLC

CONFORMITY

THE PEEBLES CORPORATION

CONTACT US

THE PEEBLES CORPORATION

1691 Michigan Avenue, Suite 250
Miami Beach, Florida 33139
(305) 993-5050 Peebles

Website: peeblescorp.com

Comments

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Commissioner Leake thanked Mr. Peebles for being there and asked when Brooklyn Village would be completed. She asked if they still had a contract to complete the work and said the community would like to know. *County Manager Diorio said they intended to continue the work and construction was due to begin in June 2026. She said the entire project was anticipated to have a 10-year build-out.*

Mr. Peebles said, though the project was awarded to them in 2016, they were not able to appropriately begin development activities until it was clear as to who owned the site as well as had the City and Spectrum, who had rights that encumbered the site and prevented it from being sold to them, were resolved. He said, from October of 2016 until January of 2021, those title issues were not resolved but once those issues were resolved, they immediately began designing and entitling the site. He said it took them two years to get their land development permits and when they had them, despite a global pandemic that seized the Capital Markets, they closed and acquired the land followed by immediately beginning the horizontal improvements. He said the economy was incredibly challenged at the time with unemployment rising and the stock market falling, but they were doing everything they could to begin developing those assets.

Commissioner Meier said she did not agree with everything that Mr. Peebles said about the economy, though she knew there had been some tough times, she didn't think it was as bad as he made it seem. She said they voted on the Medical Center previously and it was practically done and there were apartments going up everywhere.

Chair Dunlap said he didn't think they could compare what Atrium Health did to any organization in the world. He said they were sitting on billions and billions of dollars and could pay cash for buildings. He said this was a developer and they didn't necessarily have that kind of cash flow. He said they heard in the presentation that the cost of borrowing money had increased, not just for the developer but for any of them who wanted to borrow money.

Chair Dunlap asked that the Board consider the fact that it wasn't until 2023 that all the documents were signed and in order so they could move forward. He said they immediately did a bunch of work underground that could not be seen. He said they were given a figure of what it would cost. He said they should not overlook the fact that everywhere they went, there were apartment buildings under construction but at some point, somebody was going to have some problems renting. He said manager stated they were moving forward, had an expected start date, and that the project was initially going to be a 10-year project from the beginning.

Commissioner Leake said they didn't get any reports unless someone brought it up.

Chair Dunlap said every time the County had to go to the City with documents, they discussed it.

Commissioner Leake asked if it was discussed with the Board. Chair Dunlap said it was and they voted on it.

Commissioner Leake said she was going to ask the Clerk for the minutes of the meetings.

Chair Dunlap said it could not have happened had they not voted on it.

Commissioner Cotham said she was there and was the only one who voted no four times. She said she didn't agree with what the group said and remembered it was going to be several years for it to be completed. She asked the County Manager if anything was going to happen soon because so many people were asking her about it. She said the communication had been poor and the affordability was one of the reasons she voted no because Mr. Peebles said 60% AMI, and their biggest need was under 30% AMI, and it was very few apartments.

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Commissioner Cotham said they were last in the country on urban parks and to lose Marshall Park was another reason she was against it. She said the whole process and design back then looked different than at their current time. She said she attended all the community meetings about it, and she was not surprised it was taking so long.

Chair Dunlap asked for minutes regarding the Brooklyn Village. He said the new Board members and the pre-existing Board members had to vote to follow through with it.

Commissioner Powell said she was present during the initial vote on June 15, 2016. She said she was against it from the moment she learned about it and attended every community meeting. She said a significant part of the community was outraged about how long it was taking and led to the request for an update. She asked what would happen if they didn't break ground by 2026. *County Attorney Wade said they would have to look at the terms of the agreement to decide what their next steps could be.*

Commissioner Powell said there needed to be clarity on it because she did not know how long it could continue before a bad idea became exponentially bad.

Vice-Chair Jerrell said the issue from 2016-2021 had to do with ownership and there was an oversupply impacting the bottom line. *Mr. Peebles said the number of new apartments was outstripping the number of new renters, and consequently, renters were down, vacancies were up, and landlords were struggling to find tenants.*

Commissioner Jerrell said, in 2016, the market conditions were completely different. *Mr. Peebles said, in 2016, they weren't entirely clear as to the nature and pervasiveness of the title issues that were mentioned. He said they knew they had existed and would require intergovernmental cooperation between the County and the City. He said they did not anticipate intergovernmental cooperation taking five years.*

Commissioner Jerrell said, if it was not something Mr. Peebles could do, they should consider other options because he was not comfortable telling the community he didn't know what was going to happen in 2026. He said it seemed more of a hope and a prayer, not reality. *Mr. Peebles said commercial offices no longer worked. He said they had seen where rents became stagnant and there was a pipeline of over 1,000 affordable housing units.*

Commissioner Rodriguez-McDowell asked what the options were for changing the whole plan if the mix wasn't right and when they should start talking about a new plan. She said she didn't see how the broken promises helped the community.

Chair Dunlap cautioned the Board from rash decisions considering the existence of legal documents. He suggested to consult with the County Attorney to determine the best steps going forward. He said it may or may not be in their best interest to change the terms.

Chair Dunlap suggested the Board consider looking into the conditions of commercial space in Uptown. He said just a few weeks prior, there was a report produced that showed a lot of the Uptown commercial spaces were vacant and some of them were so vacant they were trying to convert them into housing units, however, because the buildings were initially made for commercial use, they were finding it difficult to make that conversion. He suggested their attorney look at the documents and ask the manager if they could have a group talk to the Board about Uptown commercial space.

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24-0453 ARTS AND SCIENCE COUNCIL (ASC) CONTRACT FOR FY25

The Board approved the Fiscal Year 2025 contract between Mecklenburg County and the Arts and Science Council.

County Manager Diorio gave the presentation.

Background: The FY25 adopted budget includes \$9,035,000 for the Arts and Science Council. This represents an increase of \$5,500,000 over FY24. The increased funding will support grants to arts organizations located outside of the City of Charlotte, grants to support existing arts education programs and funding for venue assistance for arts organizations. In addition, the County Commission will appoint 7 members to the 17-member board of directors. The remaining funding will support a series of programs including Culture Blocks, cultural vision grants, fellowships, technical assistance, and business operating support.

Exhibit A – Scope of Work

- A-1 CONTRACT GOALS
Vendor will provide various programs to support creative individuals and cultural organizations.
- A-2 SERVICE TASKS
1. Vendor will provide the following programs by allocation amount:
a) \$1,592,500 for Cultural Blocks programming in ten geographic areas resourcing County facilities, including parks, libraries, and recreation centers
b) \$455,000 to provide school based artistic programming
c) \$280,000 to provide cultural vision grants
d) \$280,000 to provide fellowships, SEED grants, and artistic support grants
e) \$65,000 to provide technical assistance to organizations and workshops
f) \$750,000 to provide business operating support
g) \$112,500 to provide public art support
h) \$1,000,000 to provide operating support grants to cultural organizations located outside the City of Charlotte. Up to 60% of the funds may be allocated to organizations located in northern Mecklenburg County. The awards will be based on the quality and impact of the programming.
i) \$3,000,000 to provide arts education grants in the public schools with a focus on Title I schools. Funds will be directed towards mid-large cultural institutions that have professional staff and experience providing arts educational opportunities, often tied to the public-school curriculum. \$225,000 will be allocated to the Charlotte Museum of History.
j) \$1,500,000 to provide subsidies for individual artists and arts groups to use publicly and privately owned venues in the County.

2. Vendor will provide a report of activities with each invoice to include:
a) New grants/commitments made
i) Programming/Funding Call Overview, Timeline and Application requirements
ii) Programmatic Overview (Project Title)
iii) County district representation by grantee/provider
iv) Cultural equity overview (demographic comparison of applicants and grantees)

b) Overview of previous quarter’s programing for public programs
i) Estimate of audience participation
ii) Location of activities
iii) Highlights of feedback and stories from community investments
c) Programming participation numbers (reported quarterly)

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- d) Program locations of delivery (reported quarterly to ASC)
- e) Program feedback/successes/satisfaction metrics
- f) Annual program participant demographics
- i) If requested, the Vendor will provide written reports and formal presentations to the County Manager. The Vendor will present annually to the Board of County Commissioners on the investment progress, outcomes, financials, and other relevant information.
- ii) Vendor will respond timely to ad hoc requests for data or information from County staff.

A-3 **DELIVERABLES**

- 1. The Vendor shall maintain and deliver to the Project Manager to document the completion of deliverables. Documentation of the completed deliverable shall be received by the Project Manager by the listed due date or prior to, if with the request for payment. If the due date falls on a Mecklenburg County holiday or weekend, the deliverable documentation will be due the next business day.

#	Title	Due Date	Contents
1	Invoice	Quarterly, in the months of November, January, April, and August.	Invoice to include a summary of quarterly activities and actual quarterly program expenses.

- 2. The County reserves the right to reject reports, documents and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Vendor shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents and/or deliverables.

A-4 **RESPONSIBILITIES**

A. **BOTH PARTIES AGREE**

- 1. Vendor is an independent contractor of the County, and the County is in no way responsible for the administration and supervision of its officers, employees, grantees and subcontractors, which persons it is agreed are not officers, employees, agents, or subcontractors of the County.
- 2. Vendor shall list the County as a corporate sponsor on all the Vendor’s printed materials where corporate sponsors are listed. Further, at its fundraising events, the Vendor shall include appropriate representatives of the County as the Vendor’s guests at no additional charge to the County (e.g. providing the County with a table at any fundraising banquet.)
- 3. The Vendor’s Board of Directors shall be structured as follows:
 - a. Seventeen board members: 7 appointed by the County Commission, including one representing the northern towns and one representing the southern towns; 5

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appointed by Charlotte City Council; 3 appointed by Foundation For The Carolinas; and 2 appointed by the Grants Committee. To satisfy IRS requirements, all board members will be ratified by FFTC.

b. Board members are eligible to serve up to two, three-year terms. Initial terms will be staggered.

c. Board members shall have demonstrated experience or qualifications in the areas of law, finance, development, management, government, arts and culture, economic development, or philanthropy.

d. Board members and their respective organizations are ineligible to receive grant funding from the Vendor.

B. COUNTY RESPONSIBILITIES

Provide a Project Manager who will manage the programmatic area of the contract. The Project Manager will:

1. Be the point of contact for the Vendor
2. Maintain communication with the Vendor
3. Keep Vendor and Procurement Analyst informed of any policy changes
4. Monitor the contract. Monitoring includes, but not limited to: review of monthly progress reports forwarded by Vendor, review quarterly expenditures, random sampling of invoices and payments, annual monitoring to include review of customer records, eligibility, attendance/participation, expenditures and review of contract procedures.
5. Attend scheduled meetings with Procurement Analyst and Vendor to discuss contract programmatic and/or administrative matters.

C. VENDOR RESPONSIBILITIES

1. Make a good faith effort to include environmental considerations supporting waste reduction, recycling, purchase recycled and other environmentally preferred products whenever practical.
2. Employees and/or volunteer of Vendor performing services under this contract must undergo a criminal background check.
3. Comply with Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Vendor, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes etc.) in County, City and Town buildings; County, City and Town grounds, County, City and Town vehicles, the County Park system, and buildings located within the County Park system.
4. The Vendor shall be responsible for the staff affiliated with this contract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.

D. **PERFORMANCE MEASURES**

Performance measures are a set of expectations that the County has for Vendors. The purpose of performance measure is to state what results are expected for performance to be considered satisfactory. These are expectations that the County has for Vendors in addition to the description of services agreed to by the Vendor in each contract. The additional expectations include tracking outcomes, monitoring progress, and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the County’s Customer Service Standards which include Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

The County is committed to providing technical assistance to Vendor for the achievement of continuous quality improvement. By agreeing to the terms and conditions of the contract, Vendor is required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of the County to give Vendor sufficient opportunity to improve performance as it related to the following performance standards and avoid the need to impose consequences in each contract.

#	Performance Measure
1	Summary of quarterly activities and actual quarterly program expenses submitted in the months of November, January, April and August.

E. **ISSUE TRACKING AND ESCALATION**

Noncompliance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, terms and conditions of this contract. In the event of noncompliance issues, resolution shall be sought in accordance with the following escalation mechanisms to ensure that the appropriate level of management can resolve the issue:

- a. Project Manager should attempt to resolve the problem by working with the Vendor's onsite supervisor/lowest possible management level.
- b. Project Manager should attempt to resolve the problem by working with the Vendor's next level manager.
- c. Vendor submits a corrective action that will be reviewed and approved by the County Project Manager.
- d. If the issues still persist, the contract shall be terminated based on the termination language above.

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Contract Preparation and Submission Checklist

This checklist is a guide to assist you in preparing and submitting your Contract.
All items checked must be completed and/or returned along with the Contract or amendment.

VENDOR LEGAL NAME: Arts, Sciences & Cultural Council of Charlotte/Mecklenburg, Inc.

Required Documents for Contract Processing	
<input checked="" type="checkbox"/> IRS Tax Exempt Letter (If Applicable)	<input checked="" type="checkbox"/> Certificate of Insurance <ul style="list-style-type: none">• Mecklenburg County must be listed as the certificate holder for all required insurances.• Certificate holder address: Mecklenburg County 600 East Fourth Street Charlotte, NC 28202• Submit the most current Certificate of Insurance.
<input type="checkbox"/> Regulatory Licensure (If Applicable)	<input checked="" type="checkbox"/> Automobile Liability
<input type="checkbox"/> Annual Trainings (all Vendors) Use this link to access annual trainings required for all Vendors.	<input checked="" type="checkbox"/> Commercial General Liability*
<input type="checkbox"/> Social Services Vendors only Visit the website link to complete training. Training must be completed within ten (10) days of receipt of Contract by any employee that provides services under this Contract	<input type="checkbox"/> Fidelity Bond – Crime*
	<input type="checkbox"/> Performance and Payment Bond*
	*Mecklenburg County must be listed as additional insured.
	<input checked="" type="checkbox"/> Worker's Compensation** ** (If less than three employees a statement on your company letterhead is required.)
	<input checked="" type="checkbox"/> Professional Errors and Omissions
	<input type="checkbox"/> Sexual Abuse and Molestation
	<input type="checkbox"/> Network Security and Privacy Liability
<input type="checkbox"/> Sam Registration Required.	Enter your unique entity ID number here: .
<input checked="" type="checkbox"/> Section 31 - Conflict of Interest Policy	<ul style="list-style-type: none">• Insert the Conflict of Interest Policy on your letterhead/stationary.• If using sample provided, make the necessary changes to reflect your company.• Include your original signature.• Include the date the policy was approved.• Signature must be the same person signing Contract.• The date of the letter cannot be dated prior to the date of the Contract or amendment and must be within 10 days of signing the contract or amendment.
<input checked="" type="checkbox"/> Section 32 - Overdue Tax Letter	<ul style="list-style-type: none">• Prepare the letter on your letterhead/stationery.• Make the necessary changes to reflect your company.• Include your original signature.• Signature must be the same person signing Contract.• If two names are listed both must sign.• The date of the letter cannot be dated prior to the date of the Contract or amendment and must be within 10 days of signing the Contract or amendment.
<input checked="" type="checkbox"/> Section 33 - Contractor Certifications Required By North Carolina Law	<ul style="list-style-type: none">• Complete the State Certification Section• Check the appropriate box #3 (b).• Sign and date
<input type="checkbox"/> Exhibit B - Business Associate Agreement	<ul style="list-style-type: none">• Sign and date.
<input type="checkbox"/> Exhibit C - False Claims Act – Contractors and Suppliers Education and Notice	<ul style="list-style-type: none">• Sign and date.
<input checked="" type="checkbox"/> Signature Page	<ul style="list-style-type: none">• Must be notarized.
<input checked="" type="checkbox"/> Audited Financial Statement return with Contract.	<ul style="list-style-type: none">• Return with Contract.
Methods of Submission	
EMAIL	OR
Submit a PDF Copy to Caroline Miller, Procurement Analyst. Email: caroline.miller@mecknc.gov	HAND DELIVER/MAIL Mecklenburg County Government Procurement Division Financial Services Department 700 East 4 th Street, 4 th Floor Charlotte, NC 28202
Gatekeeper Draft Review Completed by:	Date:

REV. 8/1/24; 7/24; 6/24; 2/24

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State of North Carolina
County of Mecklenburg

Financial Services Department
Procurement Division

This Contract, entered into on the 1st day of August 2024 by and between the COUNTY OF MECKLENBURG, a political subdivision of the State of North Carolina, through its County Managers' Office hereinafter referred to as "County" and Arts, Sciences & Cultural Council of Charlotte/Mecklenburg, Inc., hereinafter referred to as "Vendor", duly licensed and authorized to conduct business in Mecklenburg County.

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract. The County and Vendor agree as follows:

1. **ENGAGEMENT, TERM AND CONTRACT DOCUMENT**

1.1 **Purpose, Scope and Contract Amount**

The County is engaging the Vendor for the purpose of providing Culture Blocks programming in ten geographic County locations, as well as providing financial support programs for creative individuals and cultural organizations, as further described in **Exhibit A SCOPE OF WORK**, payable as provided in section 3. **METHOD AND CONDITION OF PAYMENT** in an amount not to exceed **\$9,035,000.00**.

The amount consists of the following funds: ☐ Federal CFDA# ☐ State ☒ County ☐ Other.

1.1.2 ☒ There are no matching requirements from the Vendor.

1.1.3. ☐ Vendor's matching requirement is \$_____, which consist of the following:

☐ In-kind ☐ Cash ☐ Cash and In-kind ☐ Cash and/or In-kind

Any contributions from the Vendor required under this agreement shall be sourced from non-federal funds. The total Contract amount including any Contractor match shall not exceed \$_____.

1.2 **Term Effective and Ending Dates**

1.2.1 The Contract service performance period shall commence on 08/01/2024 or the last party signature date, whichever is later.

1.2.2 The Contract term ends on 06/30/2025 unless the Contract is terminated sooner in accordance with the terms as provided herein.

1.2.3 During the Contract term and any extensions, services will be subject to, and contingent upon annual appropriation of funding for the services. The Vendor will be required to complete and submit the following on an annual basis:

1.2.3.1 Any required proof of insurance.

1.2.3.2 Any required proof of annual trainings or attestations, if applicable.

1.2.3.3 Any required Exhibits.

1.2.3.4 Audited financial statement, or proof of exemption.

1.2.4 A Contract Amendment executed by the parties and the completion of any required documents must be signed and submitted prior to the expiration of each Contract term.

2. **NOTICES AND PARTY REPRESENTATIVES**

2.1 **Notices**

2.1.1 Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier or by electronic mail to the Vendor Representative at the address set forth in **Section 2.2.1 Vendor Representative** and/or to Procurement Analyst at the address set forth in **Section 2.3.4. – County Procurement Analyst**.

2.1.2 Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice, which is sent by electronic mail, shall also be simultaneously sent by regular mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

2.2. **Party Representatives**

2.2.1 Vendor Representative

2.2.2 Vendor Project Manager

Name: Evan Wolkofsky	Name: Adam Santalla Pierce, Interim President, ASC
Address: 220 N. Tryon St., Charlotte, NC 28202	Address:
Phone: 704-973-4458	Phone:
Email: ewolkofsky@FFTC.org	Email:

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2.2.3 County Department Project Manager	2.3.4 County Procurement Analyst
Name: Dena Diorio	Name: Caroline Miller
Address: 600 East 4 th Street, 11 th Floor, Charlotte, NC 28202	Address: 700 East 4 th Street, 4 th Floor, Charlotte, NC 28202
Phone: 980-314-2880	Phone: 980-314-2403
Email: Dena.Diorio@mecknc.gov	Email: caroline.miller@mecknc.gov

3. **METHOD AND CONDITION OF PAYMENT**

- 3.1 The County will pay the Vendor for the delivery of good/service units provided in accordance with the terms and conditions of this Contract.
- 3.2 The County will pay for the services/deliverables at the unit prices and limits in the table below. The allowable administrative rate of costs for County funded Contracts shall not exceed 4% of the total fiscal year award amount. Administrative costs must be referenced in the County approved Contract budget and the Vendor must be able to demonstrate that the applicable costs are not duplicated elsewhere as direct costs.
- 3.2.1 Program expenses are defined as direct grants, compensation for culture block providers, salaries and benefits for Direct Vendor staff, travel & mileage, and program supplies.
- 3.2.2 Administrative expenses are any expenses not included in program expenses, including but not limited to the below. These expenses do not need to be itemized in invoices:
- Indirect staff expenses (e.g. Executives, financial staff, human resources, information technology, fund raising, etc.)
 - Liability and other insurance policies.
 - Facility rent, utilities and maintenance.
 - Software and technology.

Payment Schedule, not to exceed \$9,035,000.00		
Distribution Month	Description	Amount
Upon Contract Execution	50% of business operating support and Public Art operations.	\$431,250
November 2024	Total actual program expenses to-date plus administrative cost, net first payment	To Be Determined
February 2025	Total actual program expenses to-date plus administrative cost, net first payment	To Be Determined
May 2025	Total actual program expenses to-date plus administrative cost, net first payment	To Be Determined
August 2025	Total actual program expenses to-date plus administrative cost, net first payment	To Be Determined

- 3.3 Line items as listed in 3.2, not to exceed the maximum amount payable under the terms of this Contract, may be adjusted by mutual written consent between the Vendor and the County. In such case, the Vendor shall provide an updated budget to be placed on file with all parties. These prices constitute the maximum total fees and charges payable to the Vendor under this Contract and shall not be increased except by a written instrument executed by both parties.
- 3.4 The price(s) stated in this Contract shall not increase for the initial term. The Vendor shall provide the County with sixty (60) days prior written notice of the revised price(s), if any, for subsequent Contract periods for which the County may elect to renew beyond the initial term. If the County agrees to the revised price(s), such changes will become effective the first day of the new applicable term and be reflected in a new Line-Item Budget provided by the Vendor, which will replace the existing Line-Item Budget for the successor term.
- 3.5 Price increases shall only be allowed when justified in the County's sole discretion based on legitimate, bona fide increases in the cost of providing the products and/or services covered under this Contract. No adjustment shall be made to compensate the Vendor for inefficiency in operation, increase in labor costs or for additional profit.
- 3.6 The Vendor warrants that, prices extended to the County under this Contract are comparable to or better than those being offered to any other customer purchasing similar quantities. During the term of this Contract, if the Vendor enters a Contract with another entity that provides better pricing and terms than this Contract, then the Vendor shall be obligated to provide the same to the County for subsequent purchases and the County shall be notified of changes to the Contract pricing. During any term of this Contract, if lower prices and rates become effective for like quantities of Products and/or Services, through a reduction in list prices, promotional discounts, or other circumstances, the County must be given immediate benefit of such lower prices and rates, and the County shall be notified of changes in Contract pricing.

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- 3.7 Submit invoices in the month of February, May and August along with financial report documenting actual expenses and a report of activities as listed in Exhibit A – Scope of Work to the email address: Grants@MecNC.gov
 - 3.8 Electronic invoices must be submitted in accordance with the privacy and security requirements set forth in **SECTION 9 - SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**.
 - 3.9 Per North Carolina State regulations, payment may not be authorized during the following times:
Holidays, weekends, or days when the program is scheduled to be closed. County Holidays are: New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Veterans Day, Thanksgiving and the day after, Christmas and two (2) other designated days either before or after Christmas.
 - 3.10 The first invoice will be due upon contract execution to request advance funding and will be paid providing the Contract has been fully executed. Payment will be made via electronic funds transfer (EFT).
 - 3.11 The first payment of this Contract will be 50% of the total contract amount for each program. The remaining three payments will be based on actual program expenses, net the first payment, as well as 4% for administrative costs. The total amount paid for this contract will not exceed \$9,035,000.00 and administrative costs will not exceed of \$361,400.00 of actual program expenses.
 - 3.12 Upon receipt, the invoice will be validated and verified for accuracy and submitted to the County's Financial Services Department for payment. Incorrect invoices will be clarified with Vendor with corrections/changes made on a revised invoice.
 - 3.13 The date of the revised invoice will be considered as the original date of the invoice.
 - 3.14 Failure to send requests to the appropriate person may result in payment being delayed beyond thirty (30) calendar days.
 - 3.15 The County will authorize approved amounts to be paid to Vendor.
 - 3.16 **For services rendered from June 1st through June 30th of the previous year, the invoice will be due no later than July 5th of the current year. Late billings must be submitted for payment no later than sixty (60) calendar days from the date of service. If billing is over (60) calendar days, the County may deny payment.**
 - 3.17 The Vendor shall prepare and submit with invoice each month, a supporting statement documenting actual monthly expenses per the line-item budget. The total amount paid under the terms of this Contract shall not exceed the actual expenditures incurred by the Vendor.
 - 3.18 The County has no obligation to reimburse the Vendor for any travel or other expenses incurred in connection with this Contract unless specified and agreed to by both parties. If reimbursement is required by the County, all travel expenses must be in accordance with the County Travel Policy and Procedures and must be preapproved in writing by the County.
4. **INSURANCE REQUIREMENTS**
- 4.1 Throughout the Term, Vendor and any of its subcontractors will comply with the insurance requirements described in this section. In the event that Vendor fails to maintain required insurance, the County shall be entitled to terminate or suspend the Contract immediately.
 - 4.1.1 For operations or services rendered under this Contract the Certificate of Insurance must name Mecklenburg County as the holder of the certificate of insurance.
 - 4.1.2 Mecklenburg County must be named as an additional insured under Vendor's Commercial General Liability insurance policy.
 - 4.1.3 All Certificates of Insurance must have a retroactive date of no later than the first date services under this Contract are to be performed.
 - 4.2 The Vendor agrees to purchase and maintain the following insurance coverage during the Term:
 - ☒ **Automobile Liability**
Insurance with a limit of not less than \$1,000,000 per occurrence combined single limit each occurrence for bodily injury and property damage liability covering all owned, non-owned, and hired vehicles.
 - ☒ **Commercial General Liability**
Insurance with a limit not less than \$1,000,000 per occurrence/aggregate including coverage for bodily injury, property damage, products and completed operations, personal/advertising injury liability and contractual liability.
 - ☒ **Workers' Compensation**
Insurance meeting the statutory requirements of the State of North Carolina and any applicable Federal laws; and Employers' Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit.
 - ☒ **Professional Errors & Omissions**
Insurance with a limit of not less than \$1,000,000 per claim occurrence as shall protect the Vendor and the Vendor's employees for negligent acts, errors or omissions in performing the professional services under this Contract.
 - ☐ **Sexual Abuse and Molestation**
Abuse and Molestation Insurance in the amount of \$1,000,000 occurrence/aggregate, covering damages arising out of actual, perceived, or threatened physical abuse, mental injury, sexual molestation, negligent: hiring, employment,

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supervision, training, investigation, reporting to proper authorities, and retention of any person for whom the Contractor is responsible including but not limited to Contractor and Contractor's employees and volunteers.

Coverage can be provided by a separate policy or as an endorsement to the commercial general liability or professional liability policies. These limits shall be exclusive to this required coverage. Coverage shall include the cost of defense and the cost of defense shall be provided outside the coverage limit.

- ☐
- Network Security and Privacy Liability**
Network Security and Privacy Liability as shall protect the Company and its employees from claims alleging from the failure: (1) to provide adequate electronic or physical security to safeguard against the theft, loss or other threat to confidential information; or (2) to protect information of Mecklenburg County in any format. This policy shall be specific to the performance of this Contract and shall provide combined single limit each occurrence/aggregate of \$1,000,000. Policy will include acts of rogue employees.

- ☐
- Crime Fidelity Bond – Employee Theft**
Insuring the Vendor and/or his employees that have access to monies or properties of the County. Providing employee dishonesty coverage on all employees at a limit of not less than \$50,000 with the addition of Loss Payable endorsement (CR 20 14 08 07)

- 4.3

Vendor shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this section and has furnished corresponding certificates of insurance to the County with the Contract. Vendor shall be responsible for notice to the County of any material changes (including renewals) to or cancellation of required insurance coverage. Vendor shall not allow any subcontractor to commence work without proof of the same insurance coverage required of Vendor under this Contract.
- 4.4

All insurance policies shall be written by insurers qualified to do business in the State of North Carolina. If any of the coverage conditions are met by a program of self-insurance, the Vendor must submit evidence of the right to self-insure under North Carolina law.
- 4.5

Payment of any deductible or retention shall be the sole responsibility of the Vendor or, as applicable, Vendor's subcontractor. The County shall not be liable for any deductible or self-insured retention in any insurance policy of Vendor.
- 4.6

Vendor's insurance shall be primary of any self-insurance or insurance policy carried by the County for all loss or damages arising from the Vendor's operations under this Contract. The Vendor and each of its subcontractors shall waive all rights of subrogation against the County and each of the Indemnitees.

5.

AUDIT REQUIREMENTS

5.1

Vendor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

5.2

County, during the term of this Contract and for a period of two years after expiration or termination, shall have the right to audit, either itself or through an independent auditor, all books, records, and facilities of the Vendor necessary to evaluate Vendor's compliance with the terms and conditions of this Contract or the County's payment obligations. The County shall pay for its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs to the Vendor.

6.

INCORPORATION
Any exhibits attached to this Contract are incorporated herein and made part of this Contract by reference. Each reference to the Contract shall be deemed to include the Exhibits selected below. Any conflict between the language in an Exhibit to this Contract and the main body of this Contract shall be resolved in favor of the main body of this Contract; provided, however, if the parties have executed a Business Associate Agreement, either as an Exhibit to this Contract or as a separate agreement, any conflict between the Business Associate Agreement and this Agreement shall be resolved in favor of the Business Associate Agreement.

☒

Exhibit A:

Scope of Work

☐

Exhibit B:

Business Associate Agreement

☐

Exhibit C:

False Claims Act – Contractors and Suppliers Education and Notice

7.

LEGAL RESPONSIBILITIES OF VENDOR - COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS AND AUTHORITY TO CONTRACT
Vendor shall:

7.1

Have all the requisite power and authority to execute, deliver and perform its obligations under this Contract and to provide the service(s) stipulated in this Contract as described Exhibit A. **SCOPE OF WORK** and in accordance with applicable standards for the service(s).

7.2

Furnish financial and program data as required to document those applicable standards have been met.

7.3

Comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

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- 7.4 If applicable, comply with Section 6032 of the Deficit Reduction Act of 2005 (42 USC 1396(a)(68)) as a condition of enrollment in the North Carolina Medicaid Program by ensuring that the Vendor and any agent of the Vendor are aware of the Federal False Claims Act, 31 USC 3729 et seq., administrative remedies for false claims and Statements established under 31 USC 3801 et seq., and any North Carolina State laws pertaining to civil or criminal penalties for false claims and Statements and whistleblower protections under such laws, with respect to the role of such laws in preventing and detecting fraud, waste, and abuse.
 - 7.5 Accept fiscal responsibility for deviations from the terms of this Contract as a result of acts of Vendor or any of its officers, employees, agents or representatives.
 - 7.6 Certify that no approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by Vendor in order for Vendor to enter into and perform obligations under this Contract.
 - 7.7 Not violate any Contract with any third party by entering into or performing this Contract.
 - 7.8 Assure that funds received pursuant to this Contract shall be used only to supplement, not to supplant, the total amount of Federal, State and local public funds that the Vendor otherwise expends for Contract services and related programs. Funds received under this Contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Vendor's total expenditure of other public funds for such services.
 - 7.9 Certify that it has identified to the County all jobs related to the Contract that have been outsourced to other countries, if any. The Vendor further agrees that it will not outsource any such jobs during the term of this Contract without obtaining prior written approval from the County.
 - 7.10 Agree to make itself aware of and comply with, and cause its subcontractors to comply with all Federal, State, and local laws, regulations and ordinances, to the extent any apply, relating to the performance of this Contract and to the products and services delivered hereunder, including without limitation, E-Verify (Article 2 of Chapter 64 of the North Carolina General Statutes), Workers' Compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), and all applicable regulations of the Occupational Safety and Health Administration (OSHA). The Vendor further agrees to obtain all verifications, permits and licenses applicable to the performance of this Contract. If any violation of this section has occurred or does occur, the Vendor will indemnify, defend and hold harmless the County from all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, interest charges and other liabilities (including settlement amounts) incurred on account of such violation.
 - 7.11 If applicable, make available all services under this Contract to all persons without discrimination on the grounds of race, color, creed, national origin, religion, age, sex, disability or any other status protected by law.
 - 7.12 Notify the County within five (5) days upon the receipt of notification from the North Carolina Secretary of State that the business charter, articles of incorporation, or certificate of authority of the corporation or limited liability company is under suspension pursuant to N.C.G.S. §105-230 for failing to file any report or return or to pay any tax or fee required by the North Carolina Department of Revenue or to sign an agreement for repayment within ninety (90) days after it is due.
 - 7.13 Represent that as of the date of this Contract, Vendor is not currently listed on the Final Divestment List created and maintained by the North Carolina State Treasurer pursuant to G.S.143-6A-4. Further, pursuant to G.S. 143C-6A-5(b), Vendor further agrees to notify the County Procurement Department if at any time during the term of this Contract, it is added to the "List." The Divestment List may be found on the State Treasurer's website at www.nctreasurer.com/Iran.
8. **INDEMNIFICATION**
- To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "charges" (as defined below) paid or incurred by any of them as a result of any claims demands, lawsuits, actions or proceedings either: (i) alleging violation, misappropriation, or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the services or any products or deliverables provided to the County pursuant to this Contract ("infringement claims"); (ii) seeking payment for labor or materials purchased or supplied by the Vendor or its subcontractors in connection with this Contract; (iii) arising from the Vendor's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Vendor or any of its agents, employees or subcontractors relating to the performance of this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness, or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; (iv) arising from a violation of any Federal, State or local law, regulation or ordinance by the Vendor or any of its subcontractors, including without limitation E-Verify or other immigration laws; or (v) arising from any claim that the Vendor or an employee or subcontractor of the Vendor is an employee of the County, including but not limited to claims relating to workers' compensation, failure to withhold taxes, and the like. For purposes of this section: (a) the term "Indemnitees" means the County and each of the County's officers, officials, employees, agents and independent contractors, excluding the Vendor; and (b) the term "charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities including settlement amounts.
9. **SAFEGUARDING CUSTOMER AND COUNTY INFORMATION**
- 9.1 Both parties hereto agree to comply with any and all applicable laws and regulations concerning the confidentiality of customer records, files or communications in addition to the terms of this Contract.

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- 9.2 Both parties agree to secure privacy, confidentiality and integrity of customer, employee, and administrative data on automated systems and to install antivirus protection and a firewall as well as any other industry standard security measures.
- 9.3 Electronic exchange of confidential information, including any email which will include invoices, customer billing information, employee or administrative data, or any information regarding the delivery of services to customers/clients/patients, must be sent and received via encrypted methods. Vendor is responsible for determining how to send encrypted emails to the County.
- 9.4 Vendor agrees to keep confidential any information about a customer or the County pursuant to the CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT which is incorporated herein as part of this Contract as follows:
 - 9.4.1 Vendor has obtained or may need to obtain confidential information from the County or its licensors, contractors or suppliers in connection with the provision of services to the County or the discussions of such a proposed relationship.
 - 9.4.2 The County and Vendor desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.
 - 9.4.3 In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows. As used in this Contract, the following terms shall have the meanings set forth below, DEFINITIONS:
 - 9.4.3.1 Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known is obtained from the County or any of its suppliers, contractors or licensors which falls within any of the following general categories. The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.
 - 9.4.3.2 Trade Secrets. For purposes of this Contract, trade secrets consist of information of the County or Vendor or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
 - 9.4.3.3 Highly Restricted Information. Vendor acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) Vendor will also comply with any more restrictive instructions or written policies that may be provided by County from time to time to protect the confidentiality of Highly Restricted Information, as defined below:
 - i. Information of County or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
 - ii. Information relating to criminal investigations conducted by County, and records of criminal intelligence information compiled by County.
 - iii. Information contained in County's personnel files, as defined by N.C. Gen. Stat. 153A-198. This consists of all information gathered by County about employees, except for that information which is a matter of public record under North Carolina law.
 - iv. Citizen or employee social security numbers collected by County.
 - v. Computer security information of County, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
 - vi. Local tax records of County that contain information about a taxpayer's income or receipts.
 - vii. Any attorney/client privileged information disclosed by either party.
 - viii. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
 - ix. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
 - x. Protected health information (PHI), as defined in the Health Insurance Portability and Accountability Act (HIPAA), and any other health information that is designated as confidential under Federal or State law.
- 9.5 RESTRICTIONS. Vendor shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
 - 9.5.1 Vendor shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by County in writing.
 - 9.5.2 Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or Vendor of the County or Vendor having a need to know such Confidential Information for purpose of performing work contemplated by this Contract between the County and Vendor, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure

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- Agreement. Vendor shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.
- 9.5.3 Vendor shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written Contracts between the parties hereto or is for the purpose for which such Confidential Information is being disclosed.
- 9.5.4 Vendor shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- 9.5.5 Vendor shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- 9.5.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Vendor shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- 9.5.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to County or destroyed upon satisfaction of the purpose of the disclosure of such information.
- 9.5.8 Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- 9.5.9 Take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.
- 9.6 EXCEPTIONS. County agrees that Vendor shall have no obligation with respect to any Confidential Information that Vendor can establish:
- 9.6.1 was already known to Vendor prior to being disclosed by County.
- 9.6.2 was or becomes publicly known through no wrongful act of Vendor.
- 9.6.3 was rightfully obtained by Vendor from a third party without similar restriction and without breach hereof.
- 9.6.4 was used or disclosed by Vendor with the prior written authorization of County.
- 9.6.5 was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Vendor shall first give to the other party notice of such requirement or request.
- 9.7.6 was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.
- 9.7 REMEDIES. Vendor acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the County's proprietary interests therein. Accordingly, it is agreed that if Vendor breaches its obligations hereunder, COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.
- 9.8 DATA SECURITY. Vendor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.
- 9.9 Vendor shall report a suspected or confirmed security breach to the County Department Procurement Analyst within twenty-four (24) hours after the breach is first discovered, provided that the Vendor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.
- 9.10 If any applicable Federal, State, or local law, regulation, or rule requires the Vendor to give written notice of a security breach to affected persons, the Vendor shall bear the cost of the notice.
10. **DIGITAL ACCESSIBILITY COMPLIANCE**
- 10.1 Vendor will comply with the following:
- 10.1.1 Mecklenburg County has a Digital Accessibility Policy related to all public-facing digital communications initiatives. The policy supports Mecklenburg County's goal of providing equal access to all members of the public and complying with all applicable digital accessibility laws. Mecklenburg County has obligations under laws including (but not limited to): The Americans with Disabilities Act of 1990 (or "ADA", 28 CFR Parts 35 and 36), Section 508 of the Rehabilitation Act of 1973 (or "Section 508", 36 CFR 1194). This policy should be used when procuring third-party products, components or services related to the "public-facing digital communications" that are considered to be in scope for accessibility compliance and defined as:
- 10.1.1.1 Mobile Websites and Applications: Mobile optimized websites and native applications (e.g., iOS®, Android®) that can be used by the public to interact with any services offered by Mecklenburg County.

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- 10.1.1.2 Websites & Social Media: Websites and digital content (HTML or non-HTML) that can be accessed by the public via internet browser or social media platform (e.g., Facebook, etc.).
- 10.1.1.3 Other Public Facing Websites: Other Mecklenburg County public-facing sites such as: E-Parks, EastwayRec.com, and other department websites.
- 10.1.1.4 Any other digital communications effort towards public recipients.
- 10.1.1.5 Ensure compliance with this policy, Voluntary Product Accessibility Template (VPAT) for WCAG.docx or comparable proof of accessibility testing must be submitted to Public Information's Web Services Manager at a11y@MeckNC.gov prior to any product public implementations.

11. **RECORDS AND REPORTS**

- 11.1 If applicable, Vendor shall maintain customer records which date and document the service delivered for the individual customer, a valid authorization for service, program records, documents and other evidence which reflect program operations.
- 11.2 Vendor shall furnish information to County, as requested, to support provision of service(s) pursuant to this Contract and the full cost of the service. Vendor agrees to submit requested changes to the Contract, or approved supporting information, for prior review, as needed or required.
- 11.3 Vendor shall maintain books, records, documents and other evidence and accounting procedures that reflect all direct and indirect costs expended under this Contract for a minimum of five years after final payment or until all audits continued beyond this period are completed or longer if required by funding source. If applicable, the record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years. Upon request, Vendor shall make available such books, records and other documents necessary to certify the nature and extent of the cost of the services to the Secretary of Health and Human Services and the Comptroller General of the United States or their duly authorized representatives. A fixed assets inventory must be kept current by the Vendor.
- 11.4 Vendor shall maintain records, which clearly identify income, expenditures, assets and liabilities for this contracted service. Federal, State and County auditors and any other persons authorized by County shall have the right to examine any of these materials. In the event Vendor dissolves or otherwise goes out of existence, records produced under this Contract will be turned over to the County.

12. **SUBCONTRACTING**

- 12.1 Vendor shall not subcontract any of the work contemplated under this Contract without obtaining prior written approval from the County.
- 12.2 Vendor shall be responsible for the performance of any subcontractor.
- 12.3 Vendor is responsible for all goods and/or services produced pursuant to this Contract whether furnished by the Vendor or by its subcontractors. Any subcontracts shall be evidenced by a written document. The Vendor further agrees that the County shall not be liable to the subcontractor in any way or for any reason relating to this Contract and agrees to indemnify and hold the County harmless from any claims against the County related to subcontract with Vendor.
- 12.4 Vendor shall include, in all subcontracts (at any tier) the substance of all clauses contained in this Contract that mention or describe subcontract compliance, as well as all clauses applicable to that portion of the Vendor's performance being performed by or through the subcontract.

13. **NON-EXCLUSIVITY**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor. This Contract shall not restrict the County from acquiring similar, equal, or like goods and/or services from other entities or sources.

14. **AMENDMENT**

This Contract may be amended at any time with mutual consent of the parties hereto, but any amendment shall be in writing and signed by the parties hereto.

15. **SEVERABILITY**

In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, the remaining provision or requirement shall continue to be enforced to the extent they are not in violation of law or not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect. If any provision of this Contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

16. **WAIVER**

No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding

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breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.

17.

REDUCTION OR NON-APPROPRIATION OF FUNDS

17.1

The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation and availability of funds for this purpose to the County. In the event that Federal, State, Local or Grant funding is no longer available or has been reduced, the County shall notify the Vendor and shall not be obligated to continue this Contract or any part thereof.

17.2

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Contract for a given fiscal year, the County shall not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will notify Vendor of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County, which is attributable to non-appropriation of funds, shall constitute a breach of or default under this Contract.
18.

SALES/USE TAX REFUNDS AND TAXES

18.1

Vendor shall pay all applicable federal, state, and local taxes chargeable against the performance of the services.

18.2

N.C. G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Vendor certifies that it and all of its affiliates (if any) collect all required taxes.

18.3

If eligible, the Vendor and all subcontractors shall (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.
19.

CHANGE IN CONTROL

19.1

In the event of a change in "Control" of Vendor (as defined below), the County shall have the option of terminating this Contract by written notice to Vendor as specified under the terms of **Section 20 – TERMINATION**. Vendor shall notify the County within ten (10) days after it becomes aware that a change in Control is imminent or has occurred. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either: (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in Vendor; or (ii) the power to direct or cause the direction of the management and policies of Vendor whether through the ownership of voting securities, by Contract or otherwise, or (iii) the position of Executive Director, Board Chairman or more than 25% of the Board of Directors.

19.2

The Vendor shall not replace any of the key personnel assigned to the performance of this Contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the Contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.
20.

TERMINATION

20.1

Termination Without Cause

The County or Vendor may terminate this Contract at any time without cause by giving thirty (30) calendar days prior written notice to the other party deliverable in person or by certified or registered mail to the persons identified as the Contract Administrator/Analyst for each party as set forth in **Section 2.2 Party Representatives**. In the event the County terminates this Contract, the Vendor shall continue performing the service or work on the deliverable item until the termination date designated by the County in its termination notice. The County shall pay the Vendor for satisfactory work completed through the date of termination under the terms of this Contract.

20.2

Termination With Cause

20.2.1

If, through any cause, the Vendor shall fail to fulfill its obligations under this Contract in a timely and proper manner, the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Vendor under this Contract shall, at the option of the County, become its property and the Vendor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Vendor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Vendor's breach of this Contract, and the County may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Vendor, without limiting any other remedies for breach available to

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- it, County may procure the Contract services from other sources and hold the Vendor responsible for payment of any excess cost occasioned thereby.
- 20.2.2 The filing of a petition for bankruptcy by the Vendor shall be an act of default under this Contract, and the County shall have the right to terminate this Contract by giving written notice to the Vendor and specifying the effective date thereof.
- 20.2.3 The County shall have the right to terminate this Contract by giving thirty (30) calendar days prior written notice to the Vendor and specifying the effective date thereof if the Vendor takes or fails to take any action which constitutes grounds for termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract. County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.
- 20.3 **Obligations Upon Expiration or Termination**
Upon expiration or termination of this Contract, Vendor shall promptly (a) return to the County all computer programs (with the exception of software that Vendor provided as part of the equipment requirements), files, files in storage, documentation, data, media, related material and any other material and equipment and/or any other property acquired as referenced in **Section 9.8 - Data Security**, that is owned by the County. The return of files relative to the delivery of services in storage will be at no cost to the County. The expiration or termination of this Contract shall not relieve either party of its obligations regarding "Confidential Information", as defined in **Section 9 – Safeguarding Customer and County Information**.
- 20.4 **Authority to Terminate**
The County Manager or the County Manager's designee is authorized to terminate this Contract on behalf of the County.
- 20.5 **Cancellation of Orders and Subcontracts**
In the event this Contract is terminated by the County for any reason prior to the end of the term, Vendor shall upon termination immediately discontinue all service in connection with this Contract and promptly cancel all existing orders and subcontracts, which are chargeable to this Contract. As soon as practicable after receipt of notice of termination, Vendor shall submit a Statement to the County showing in detail the services performed under this Contract to the date of termination.
- 20.6 **No Effect on Taxes, Fees, Charges, or Reports**
Any termination of this Contract shall not relieve Vendor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve Vendor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve Vendor from any claim for damages previously accrued or then accruing against Vendor.
21. **TRANSITION ACTIVITIES**
Continuity of service is critical when service under this Contract ends, and service commences under a new Contract. Accordingly, where service will continue through another Vendor upon the expiration or earlier termination of this Contract, the Vendor agrees, without additional compensation, to complete all actions necessary to smoothly transition service to the new Vendor. This includes but is not limited to the transfer of relevant data and files, as well as property funded or provided pursuant to this Contract. The Vendor agrees to support an orderly transition to the next Vendor no later than the expiration or earlier termination of this Contract and agrees to support the requirements for transition as specified in a County-approved Transition Plan, which shall be developed jointly with the new Vendor in consultation with the County. The Transition Plan shall include at a minimum, a detailed outline and timeline of activities to be completed prior to Contract termination.
22. **GOVERNING LAW AND JURISDICTION**
22.1 The parties acknowledge that this Contract is made and entered into in Charlotte, North Carolina. The parties further acknowledge and agree that North Carolina law shall govern all the terms and provisions, as well as the rights, obligations, duties and liabilities of the parties under this Contract, and that North Carolina law shall govern the interpretation and enforcement of this Contract and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles).
22.2 Each party consents to the exclusive jurisdiction of the State and Federal courts located in Charlotte, Mecklenburg County, North Carolina in any proceeding arising out of or relating to this Contract, and waives any defense related to venue or inconvenient forum.
23. **FORCE MAJEURE**
23.1 Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God constituting a Force Majeure Event.
23.2 An event which satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, Vendor shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) Vendor continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

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- 23.3 Upon the occurrence of a Force Majeure Event, Vendor shall immediately notify, by telephone or email, the contact identified in **Section 2.2.3 – Department Project Manager** (to be confirmed by written notice within two (2) business days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents Vendor from performing its obligations for more than five (5) business days, the County shall have the right to terminate this Contract by written notice to Vendor.
- 23.4 Strikes, slowdowns, lockouts, walkouts, industrial disturbances and other labor disputes shall not constitute Force Majeure Events and shall not excuse Vendor from the performance of its obligations under this Contract.
24. **TREATMENT OF ASSETS**
Treatment of assets acquired under this Contract shall be subject to the following:
- 24.1 Ownership of property purchased by Vendor under the terms of this Contract for which reimbursement by County is based upon the actual purchase cost of the property shall immediately vest with the County upon such reimbursement.
- 24.2 County shall have no claim to property purchased by Vendor under the terms of this Contract for which reimbursement by County is based upon an approved depreciation schedule or use allowance.
- 24.3 Vendor shall provide an annual accounting to County of available property and administer in accordance with sound business practice a program for the maintenance, repair, protection and preservation of property purchased under the terms of this Contract to assure its continued availability.
- 24.4 Property purchased under the terms of this Contract shall be used only for the performance of this Contract. A fixed assets inventory must be kept current by the Vendor.
25. **NO THIRD-PARTY BENEFICIARIES**
Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and Vendor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Vendor that any such person or entity, other than the County or the Vendor, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
26. **INTELLECTUAL PROPERTY RIGHTS - COPYRIGHTS AND OWNERSHIP OF DELIVERABLES**
All deliverable items produced pursuant to this Contract are the exclusive property of the County. The Vendor shall not assert a claim of copyright or other property interest in such deliverables.
27. **GENDER AND NUMBER**
Masculine pronouns shall be read to include feminine pronouns and the singular of any word or phrase shall be read to include the plural and vice versa.
28. **ADVERTISING**
Vendor shall not use the award of this Contract as a part of any news release or ~~corporate~~ advertising unless approved in writing by County.
29. **HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**
Vendor agrees that, if the County determines that some or all of the activities within the scope of this Contract are subject to the [Health Insurance Portability and Accountability Act of 1996, P.L. 104-91](#), as amended ("HIPAA"), and its implementing regulations, it will comply with the HIPAA requirements and will execute such Contracts and practices as the County may require to ensure compliance.

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30. CONFLICT OF INTEREST POLICY
INSERT POLICY HERE

BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

1. Each organization that chooses to use this template should take care to make changes that reflect the individual organization.

2. OR replace the following with your current adopted conflict of interest policy.

3. Put the information on your letterhead which includes name, address, telephone, and email address.

4. Enter the appropriate data in the yellow highlighted areas.

5. All documents requiring signature must be an original signature and the same representative must sign all documents.

Conflict of Interest Defined:

A conflict of interest is defined as an actual or perceived interest by a (staff member/Board member) in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee/Board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- Ownership with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Employment of or by a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Contractual relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Creditor or debtor to a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.
- Consultative or consumer relationship with a member of the Board of Directors/Trustees or an employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an employee and a Board member, or a person who is an employee and who hires family members as consultants.

Employee Responsibilities:

It is in the interest of the organization, individual staff, and Board members to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole rather than only serving a special interest group. The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics and personal integrity even though law, regulation, or custom does not require them.

Acceptance of Gifts:

Employees, members of employee's immediate family, and members of the Board are prohibited from accepting gifts, money or gratuities from the following:

- a. Persons receiving benefits or services from the organization;
- b. Any person or organization performing or seeking to perform services under contract with the organization; and
- c. Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

[Date of Certification (mmddyyyy)]

Signature of Authorized Official must be the same as the person signing contract.

Conflict of Interest Policy was adopted by the Board of Directors/Trustees or other governing body in a meeting held on the day of .

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31. OVERDUE TAX LETTER
INSERT LETTER HERE

BE SURE TO READ THE INSTRUCTIONS PRIOR TO SIGNING.

1. This document must be completed exactly as presented.
 2. If you have two authorized individuals both must sign the letter.
 3. Put the information on your letterhead which includes name, address, telephone, and email address.
 4. Enter the appropriate data in the yellow highlighted areas.
 5. All documents requiring signature must be an original signature and the same representative must sign all documents.

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: Mecklenburg County

Certification:

We certify that the [insert organization's name] does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the Federal, State, or local level. We further understand that any person who makes a false Statement in violation of N.C.G.S. 143C-6-23 c is guilty of a criminal offense punishable as provided by N.C.G.S. 143C-10-1b.

Sworn Statement:

[Name of Board Chair or Authorized Official] and [Name of Second Authorizing Official if you have] being duly sworn, say that we are [Board Chair or Authorized Official] and [Title of the Second Authorizing Official], respectively, of [insert name of organization] of [City] in the State of [Name of State]; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Typed Name
Include Title (Board Chair or Authorized Official)

Signature

Typed Name
Include Title (One signature must be the same as the person signing the Contract)

Signature

If you have two names mentioned both must sign.

¹ G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement.

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32. CONTRACTOR CERTIFICATIONS REQUIRED BY NORTH CAROLINA LAW

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

Certifications

- (1) Pursuant to G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009), the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to G.S. 143-48.5 and G.S. 143-133.3, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov. Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to G.S. 143-59.1(b), the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
- (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); and
- (b) [check one of the following boxes]
- ☐ Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; or
- ☐ The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.
- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
1. He or she is a duly authorized representative of the Contractor named below;

2. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and

3. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony.

Contractor/Vendor Name	Date
Signature, Vendor's Authorized Agent	Title

[This Certification Must be Signed by the Same Individual Who Signs Contract.]

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33. CONCLUSION
- 33.1

It is understood and agreed that the provisions of services to the Contract shall be subject to the limitations and conditions contained in the laws, regulations, guidelines, and plans cited in this Contract, and that this Contract is subject to re-negotiation or revision to meet any new or revised rules, regulations or policies that may be issued by the Federal, State or County government, or any agency thereof. In the event of any new or revised rules, regulations or policies that prohibit the continuation of this Contract or are otherwise in conflict with any provision of this Contract or any activity hereunder, the parties shall use their best efforts during a thirty (30) day period to mutually agree to amend the Contract so as to permit its valid and legal continuation. If after such thirty (30) day period, the parties are unable to amend this Contract, the Contract shall automatically terminate.
- 33.2

The parties agree that this Contract, with any Exhibits incorporated herein, is the entire Contract between the parties with respect to its subject matter and there are no other representations, understandings, or contracts between the parties relative to such subject matter.
- 33.3

It is expressly understood and agreed that the services provided to eligible customers/clients/patients pursuant to this Contract shall consist exclusively of those services specified in the Scope of Work incorporated into this Contract.
- 33.4

To the extent applicable, nothing in this Contract shall be construed as payment by either party to the other for patient referrals. If applicable, and notwithstanding the anticipated effect of any of the provisions herein, neither party shall intentionally conduct itself under the terms of this Contract in a manner to constitute a violation of the Medicare and Medicaid Fraud and Abuse Provisions (42 USC 1395nn(b), 1396h(b), including the Medicare and Medicaid Anti-Fraud and Abuse Amendments of 1977 and the Medicare and Medicaid Patient and Program Protection Act of 1987 (42 USC 1320a-7 et seq.)) or any other applicable state or federal laws.

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IN WITNESS WHEREOF, the parties have duly executed this Contract as of the date first above written. The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Contract with Mecklenburg County.

Vendor: Arts, Sciences & Cultural Council of Charlotte/Mecklenburg, Inc.
Name (Print/Type): _____
Title (Print/Type): _____
Signature: _____
Date: _____

State of _____ County of _____
I, _____, Notary Public for _____ County
certify that _____ personally appeared
before me this day and acknowledged that he/she is _____ of
(circle one) (Title) _____ and by that
authority duly given and as the act of the corporation, affirmed that the information is true and correct.
Sworn to and subscribed before me this _____ day of _____, _____.

Notary Public (Official Seal)
My Commission expires _____, _____.

MECKLENBURG COUNTY AUTHORIZED OFFICER SIGNATURES
TO FOLLOW ON SEPARATE PAGE

EXHIBIT A - SCOPE OF WORK

CONTRACT GOALS

Vendor will provide various programs to support creative individuals and cultural organizations.

A-2 SERVICE TASKS

1. Vendor will provide the following programs by allocation amount:
 - a) \$1,592,500 for Cultural Blocks programming in ten geographic areas resourcing County facilities, including parks, libraries, and recreation centers
 - b) \$455,000 to provide school based artistic programming
 - c) \$280,000 to provide cultural vision grants
 - d) \$280,000 to provide fellowships, SEED grants, and artistic support grants
 - e) \$65,000 to provide technical assistance to organizations and workshops
 - f) \$750,000 to provide business operating support
 - g) \$112,500 to provide public art support
 - h) \$1,000,000 to provide operating support grants to cultural organizations located outside the City of Charlotte. Up to 60% of the funds may be allocated to organizations located in northern Mecklenburg County. The awards will be based on the quality and impact of the programming.
 - i) \$3,000,000 to provide arts education grants in the public schools with a focus on Title I schools. Funds will be directed towards mid-large cultural institutions that have professional staff and experience providing arts educational opportunities, often tied to the public-school curriculum. \$225,000 will be allocated to the Charlotte Museum of History.
 - j) \$1,500,000 to provide subsidies for individual artists and arts groups to use publicly and privately owned venues in the County.
2. Vendor will provide a report of activities with each invoice to include:
 - a) New grants/commitments made
 - i) Programming/Funding Call Overview, Timeline and Application requirements
 - ii) Programmatic Overview (Project Title)
 - iii) County district representation by grantee/provider
 - iv) Cultural equity overview (demographic comparison of applicants and grantees)
 - b) Overview of previous quarter's programming for public programs
 - i) Estimate of audience participation
 - ii) Location of activities
 - iii) Highlights of feedback and stories from community investments
 - c) Programming participation numbers (reported quarterly)
 - d) Program locations of delivery (reported quarterly to ASC)
 - e) Program feedback/successes/satisfaction metrics
 - f) Annual program participant demographics
 - i) If requested, the Vendor will provide written reports and formal presentations to the County Manager. The Vendor will present annually to the Board of County Commissioners on the investment progress, outcomes, financials, and other relevant information.
 - ii) Vendor will respond timely to ad hoc requests for data or information from County staff.

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A-3 **DELIVERABLES**

1. The Vendor shall maintain and deliver to the Project Manager to document the completion of deliverables. Documentation of the completed deliverable shall be received by the Project Manager by the listed due date or prior to, if with the request for payment. If the due date falls on a Mecklenburg County holiday or weekend, the deliverable documentation will be due the next business day.

#	Title	Due Date	Contents
1	Invoice	Quarterly, in the months of November, January, April, and August.	Invoice to include a summary of quarterly activities and actual quarterly program expenses.

2. The County reserves the right to reject reports, documents and/or deliverables as incomplete, inadequate, or unacceptable according to the limits set forth in this contract. The Vendor shall, without additional compensation, correct or revise any incomplete, inadequate, or unacceptable reports, documents and/or deliverables.

A-4 **RESPONSIBILITIES**

A. **BOTH PARTIES AGREE**

1. Vendor is an independent contractor of the County, and the County is in no way responsible for the administration and supervision of its officers, employees, grantees and subcontractors, which persons it is agreed are not officers, employees, agents, or subcontractors of the County.
2. Vendor shall list the County as a corporate sponsor on all the Vendor’s printed materials where corporate sponsors are listed. Further, at its fundraising events, the Vendor shall include appropriate representatives of the County as the Vendor’s guests at no additional charge to the County (e.g. providing the County with a table at any fundraising banquet.)
3. The Vendor’s Board of Directors shall be structured as follows:
 - a. Seventeen board members: 7 appointed by the County Commission, including one representing the northern towns and one representing the southern towns; 5 appointed by Charlotte City Council; 3 appointed by Foundation For The Carolinas; and 2 appointed by the Grants Committee. To satisfy IRS requirements, all board members will be ratified by FFTC.
 - b. Board members are eligible to serve up to two, three-year terms. Initial terms will be staggered.
 - c. Board members shall have demonstrated experience or qualifications in the areas of law, finance, development, management, government, arts and culture, economic development, or philanthropy.
 - d. Board members and their respective organizations are ineligible to receive grant funding from the Vendor.

B. **COUNTY RESPONSIBILITIES**

Provide a Project Manager who will manage the programmatic area of the contract. The Project Manager will:

1. Be the point of contact for the Vendor
2. Maintain communication with the Vendor

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- 3. Keep Vendor and Procurement Analyst informed of any policy changes
- 4. Monitor the contract. Monitoring includes, but not limited to: review of monthly progress reports forwarded by Vendor, review quarterly expenditures, random sampling of invoices and payments, annual monitoring to include review of customer records, eligibility, attendance/participation, expenditures and review of contract procedures.
- 5. Attend scheduled meetings with Procurement Analyst and Vendor to discuss contract programmatic and/or administrative matters.

C. **VENDOR RESPONSIBILITIES**

- 1. Make a good faith effort to include environmental considerations supporting waste reduction, recycling, purchase recycled and other environmentally preferred products whenever practical.
- 2. Employees and/or volunteer of Vendor performing services under this contract must undergo a criminal background check.
- 3. Comply with Mecklenburg County Tobacco Use Policy, which prohibits County contractors and others performing services for the County, including Vendor, from smoking, using smokeless tobacco (chew, dip, snuff) and/or electronic or other nicotine delivery devices (electronic cigarettes, cigars, hookahs, pipes etc.) in County, City and Town buildings; County, City and Town grounds, County, City and Town vehicles, the County Park system, and buildings located within the County Park system.
- 4. The Vendor shall be responsible for the staff affiliated with this contract, ensuring that they have the education, any professional licensure or certification which may be required by law, and experience necessary to successfully carry out their duties.

D. **PERFORMANCE MEASURES**

Performance measures are a set of expectations that the County has for Vendors. The purpose of performance measure is to state what results are expected for performance to be considered satisfactory. These are expectations that the County has for Vendors in addition to the description of services agreed to by the Vendor in each contract. The additional expectations include tracking outcomes, monitoring progress, and presenting evidence to demonstrate that services are efficient and effective, and they are delivered using the County’s Customer Service Standards which include Service Quality, Timeliness, Courtesy and Respect, Clear Communication and Ethical Integrity.

The County is committed to providing technical assistance to Vendor for the achievement of continuous quality improvement. By agreeing to the terms and conditions of the contract, Vendor is required to accept this assistance when it is offered and implement systems that target ongoing quality improvement. It is the intention of the County to give Vendor sufficient opportunity to improve performance as it related to the following performance standards and avoid the need to impose consequences in each contract.

#	Performance Measure
1	Summary of quarterly activities and actual quarterly program expenses submitted in the months of November, January, April and August.

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E. ISSUE TRACKING AND ESCALATION

Noncompliance issues are problems identified in evaluations that reflect a lack of adherence to applicable duties, responsibilities, performance standards, terms and conditions of this contract. In the event of noncompliance issues, resolution shall be sought in accordance with the following escalation mechanisms to ensure that the appropriate level of management can resolve the issue:

- a. Project Manager should attempt to resolve the problem by working with the Vendor's onsite supervisor/lowest possible management level.
- b. Project Manager should attempt to resolve the problem by working with the Vendor's next level manager.
- c. Vendor submits a corrective action that will be reviewed and approved by the County Project Manager.
- d. If the issues still persist, the contract shall be terminated based on the termination language above.

Comments

Chair Dunlap asked clarifying questions regarding the grant committees and its members of which were answered by County Manager Diorio.

County Manager Diorio said the next step would be to appoint board members. She said after speaking with a few people, it seemed they would like to have an interview process for the appointment of their board members, but they needed to decide what it looked like because they needed to get started so they could get the board assembled and start doing their work.

Chair Dunlap said a personal interview was not the only way to interview a candidate. He said they could pursue other routes, such as a written interview, having them answer questions, etc. but whatever they chose, they should stick to it.

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Commissioner Rodriguez McDowell asked what the City Council was planning to do. *County Manager Diorio said she didn't know and wasn't sure if they had taken it up yet, but she would find out.*

Commissioner Altman said she heard there was a perception about board interference with artistic decision-making and it was an area where they would want more distance, so it wasn't perceived as controlling artistic content.

Commissioner Altman said there were more staff in attendance than members of the community at the West Boulevard Library for a Culture Blocks event. She said they needed to rethink how they advertised or what time of day they chose.

Commissioner Powell said she saw how much money was spent on the Culture Block event and agreed the turnout was not good. She said she would like to see not just a commitment to Title 1 but also some commitment to therapeutic arts for children with special needs. She said they had a lot of need that couldn't be met in all the programs that they did for Park and Recreation.

Commissioner Meier asked why there was a difference in the Towns and why the northern towns got 60%. *County Manager Diorio said it was based on population and requested by Mayor Washam.*

Commissioner Rodriguez-McDowell said the County focused on equity and asked how that was equitable if the population was higher, but the median income was also higher. She said equity wasn't just about the population. She asked if all those towns gave to the ASC. *County Manager Diorio said she didn't know if they did but she would find out.*

Commissioner Rodriguez-McDowell said they gave a lot of capital money to the Cain Arts Center, but there wasn't an equitable amount of investment in the South. She said there was more to look at than just the population, and she was uncomfortable with the language.

Commissioner Leake said she was advocating for music in the high schools and middle schools they took out.

County Manager Diorio said they couldn't move forward until they had a contract.

Commissioner Leake said she hoped something could be instituted in the process, especially in District 2.

Commissioner Rodriguez-McDowell said she would caution against looking for people with financial expertise because there would be other people of high caliber. She said she was not comfortable voting on it with the 60% on it. She asked if they could change it immediately or discuss it further.

Commissioner Altman made the motion, seconded by Commissioner Meier, to approve the contract as drafted but pull-out the section of provision A-2 1(h) that states "...Up to 60% of the funds may be allocated to organizations located in Northern Mecklenburg County. The awards will be based on the quality and impact of the programming" for later action and add language regarding therapeutic arts.

Commissioner Altman said if Matthews was contributing and other towns were not, that would be relevant. She said a per capita allocation made sense. She said the Towns had a legitimate concern that they wouldn't get a fair share.

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Chair Dunlap said population was not a fair way of looking at equity. He said there were some parts of the community that could afford things that others could not. He said if they already had the most money and most afford it, it wasn't equitable to those who couldn't afford it. He said they needed more time to work on that.

Vice-Chair Jerrell supported the motion and said it was important to point out the responsiveness the document included.

Vice-Chair talked about equity and how it would help organizations.

Vice-Chair Jerrell said the people who would sit on this committee were the very people who needed the grants. He said they had to have people in the community who needed the grants but who could also apply a lens reflective of the Board. He said they did not have a mechanism that had those people who had a similar lens as the Board.

The motion was carried 6-2 with Commissioners Altman, Cotham, Dunlap, Jerrell, Meier, and Rodriguez-McDowell voting yes and Commissioners Leake and Powell voting no to approve the contract as drafted but pull-out provision A-2 1(h) “. . .Up to 60% of the funds may be allocated to organizations located in Northern Mecklenburg County.” The awards will be based on the quality and impact of the programming” for later action and add language regarding therapeutic arts.

DEPARTMENTAL DIRECTORS' MONTHLY REPORTS – NONE

STAFF REPORTS & REQUESTS - NONE

COUNTY COMMISSIONERS REPORTS & REQUESTS

24-0400 MECKLENBURG BOARD OF COUNTY COMMISSIONER'S POLICIES

The Board received information for possible action regarding Board policies.

Background:

Action 1: Chair requested the listed three policies, agenda procedures, proclamation policy and advisory board appointment, be added to the agenda for discussion and reaffirmation/or revision as deemed appropriate.

Action 2: The listed six policies were recommended for revisions for various reasons including technical revisions, clarification of wording or to be align with statutory language.

Action 3: The listed three policies are no longer applicable, are dated, or superfluous in light of current practice. These were recommended for repeal.

Motion made by Commissioner Altman, seconded by Commissioner Jerrell, and unanimously carried to amend Section #6 of the Agenda Procedures policy to state “the Board members in attendance at the time of the vote must vote unanimously.”

Motion made by Commissioner Rodriguez-McDowell, seconded by Vice-Chair Jerrell, and unanimously carried, to change language in the Agenda Procedures policy to “his or her”.

Motion made by Vice-Chair Jerrell, seconded by Commissioner Meier, and unanimously carried, to adopt the Agenda Procedures policy as amended.

The Proclamations Policy remained unchanged.

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Motion was made by Commissioner Powell, seconded by Commissioner Rodriguez-McDowell, and carried unanimously to amend the Appointment Policy section 5D to state “. . . Any board member missing three consecutive regularly schedule meetings shall be removed immediately upon notice of attendance failure” and Section 6.A. to state “Any board member removed for failing to meet the attendance requirement shall remain ineligible for reappointment for a period of one year after removal., unless sooner approved for reappointment by the Board after appearing and offering a satisfactory explanation justifying reconsideration”.

Motion made by Commissioner Powell, seconded by Rodriguez-McDowell, and unanimously carried to adopt the Appointments Policy as amended.

Motion made by Commissioner Altman, seconded by Commissioner Meier, and unanimously carried, to approve revisions to the following Policies:

- a. Abstaining from Voting
- c. Policy and Procedures for Public Policy Workshop Meetings
- e. Request for Legal Services from County Attorney/Commissioner's Self-Policing
- f. Sound Recording of Closed Sessions and Disclosure of Sound Recordings and Minutes of Closed Session

Commissioner Powell spoke the Authorization to Grant Easements and Rights of Way Policy. she said the Board needed to be aware of what was happening. She said with the rapid growth in the region, these easements became bigger problems.

Commissioner Powell made a motion, seconded by Commissioner Meier a motion to postpone the action for Authorization to Grant Easements and Rights of Way Policy.

Chair Dunlap said there was no need for a motion to look at revising the policy, that it could just be looked at for revision the brought back.

Attorney Wade said the policy was already in place. He said specific motion for that policy was to change “his” to “county manager’s”.

Motion made by Commissioner Meier, seconded by Commissioner Rodriguez-McDowell, and carried unanimously to approve revisions to change “his” to “county manager’s” in the Authorization to Grant Easements and Rights of Way Policy.

Commissioner Altman asked that going forward we would use Chairperson or Chair instead of Chairman.

Motion was made by Commissioner Altman seconded by Meier, and unanimously carried to adopt the following policies as amended:

- a. Abstaining from Voting
- c. Policy and Procedures for Public Policy Workshop Meetings
- e. Request for Legal Services from County Attorney/Commissioner's Self-Policing
- f. Sound Recording of Closed Sessions and Disclosure of Sound Recordings and Minutes of Closed Session

Motion was made by Commissioner Altman, seconded by Commissioner Meier, and unanimously

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carried to repeal the Televised Meetings Policy, the Chore Service Waiting Lists, Joint Meetings with City Council Policy, and Outside Meetings List.

The Mecklenburg Board of County Commissioners Policies are on file with the Clerk's Office.

CONSENT ITEMS

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried, to approve the following item(s):

24-0417 BUDGET AMENDMENT – REGISTER OF DEEDS AUTOMATION ENHANCEMENT AND PRESERVATION SPECIAL REVENUE FUND

Amend the Register of Deeds Automation Enhancement and Preservation Special Revenue Fund (8528) to recognize and appropriate \$600,000 in fee revenue for automation and Enhancements.

Background: This fund was established pursuant to NCGS §161-11.3, effective January 2, 2002, to provide new automation and/or preservation of the historical record collection at the Register of Deeds Office by setting aside 10% of all fees collected by the Register of Deeds and Vital Records offices. By this action, the Board will recognize, and appropriate revenue held in this fund for ongoing software and maintenance fees for the land records software and database at the Register of Deeds and Vital Records Offices, and to be used to provide for preservation and enhancements of the Register of Deeds' Historical Record Collection.

24-0418 REQUEST FOR PUBLIC HEARING – FACILITY RENAMING APPLICATION – JOSHUA MURRAY BOATING AND SAFETY CENTER

Acknowledge receipt of application submitted by Chief David Baucom to name the office area at Blythe Landing, 15901 Highway 73, Huntersville, NC 28078, to the Joshua Murray Boating and Safety Center.

Schedule a public hearing for Wednesday, September 4, 2024, at 6:30 pm to receive public comment on the proposed naming of the Park and Recreation office area at Blythe Landing in honor of Joshua Murray and direct the Clerk to the Board to publish the notice of public hearing as required.

Background: Park and Recreation has received a Facility Naming Request from Chief David Baucom with the Cornelius Police Department. Park and Recreation has a small office at Blythe Landing, and Chief Baucom would like to name the office area for Joshua Murray (Naming Request, application and Petition Signatures attached.) The office would be named the Joshua Murray Boating and Safety Center. Joshua was a Cornelius Police Officer with the Lake Patrol Unit, until his off-duty medical event on 12/29/2021.

As outlined in the Park and Recreation Public Areas and Facility Naming Policy, the Park and Recreation Commission conducted two of the required three public hearings, which were held on Wednesday, May 22, 2024, and Wednesday, June 12, 2024. The Commission also endorsed advancing the renaming application to the Board of County Commissioners. This request fulfills the scheduling of the third public hearing per guidelines.

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24-0422 MINUTES

Approve the following Meeting Minutes:

January 25-27, 2023, BOCC Annual Retreat
March 4, 2023, BOCC/CMS Joint Meeting
April 2, 2024, Regular Meeting
May 16, 2024, County Manager's FY25 Recommended Budget

**24-0427 STORM WATER PROGRAM – FY25 HAZARD MITIGATION FLOODPLAIN
ACQUISITION**

Accept the Offer of Sale of Real Estate from SPENCER SETH, owner of property located at 4521 Wentworth Place, Charlotte, NC (tax parcel 171-042-23), for \$500,000 under the hazard flood mitigation program, and authorize the Manager to execute all paperwork necessary to complete the transaction.

Authorize use of structures for training exercises by local emergency response agencies.

Background: Since late 1999, Mecklenburg County has used storm water fee revenue to mitigate flood prone property. Buyouts reduce the risk to life and property during floods, while also enhancing the natural and beneficial functions of the floodplain. Mecklenburg County uses the land as open space, to expand greenways, to construct wetlands, etc.

Storm Water Services (STW) has acquired and demolished over a dozen flood-prone single-family residences along Little Hope Creek and Little Hope Creek Tributary in the Madison Park neighborhood. STW desires to continue these risk reduction efforts while coordinating future open space plans with Park & Recreation and others for the area.

The buyout is voluntarily. The property at 4512 Wentworth Place is a single-family home located within the FEMA and Community Floodway. The owner has agreed to sell the property for \$500,000. The purchase price is based upon a current fair market value appraisal.

This action is consistent with goals in the Environmental Leadership Action Plan which supports the Environmental Leadership Policy adopted by the Board of County Commissioners (BOCC). These acquisitions are part of Storm Water's 15-year CIP risk reduction goals and consistent with recommendations in the Flood Risk Assessment and Risk Reduction Plan (RARR), adopted by the BOCC on May 1, 2012.

STW staff allows training opportunities for local police and fire personnel prior to demolition of flood prone buildings. In addition, STW staff has established a process with Habitat for Humanity of Charlotte to maximize the responsible reuse of materials prior to structure demolition while protecting the health of the community.

24-0436 TAX REFUNDS

Approve refunds in the amount of \$5,651.75 for registered motor vehicles as statutorily required to be paid as requested by the County Assessor; and

Approve refunds in the amount of \$20,384.08 as statutorily required to be paid as requested by the County Assessor.

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Background: This Board action is necessary to approve registered motor vehicle tax refunds resulting from clerical errors, value changes and appeals processed in the statewide vehicle tax system.

This Board action is necessary to approve tax refunds resulting from clerical errors, audits, and other amendments, including revaluation appeals. There is accrued interest of \$410.71 to be added to refunds of \$5,664.90. There is no accrued interest to be added to the refunds of \$14,308.47. The total refunds with interest added is \$20,384.08.

24-0438 TAX COLLECTOR’S ANNUAL SETTLEMENT FOR FISCAL YEAR 2025 (TAX YEAR 2024)

Enter into the record the Tax Collector's Annual Settlement for Fiscal year 2025 (Tax Year 2024).

Background: The Tax Collector’s Settlement is submitted to the Board of County Commissioners in accordance with North Carolina General Statute 105-373(3). The Settlement is to be entered into the records of the Board of County Commissioners as directed by statute.

24-0440 ORDER OF COLLECTION – 2024 AD VALOREM TAXES

Authorize the Tax Collector to collect 2024 ad valorem taxes.

Background: Requirement of North Carolina General Statute (NCGS) 105-321(b) which states: “Before delivering the tax receipts to the tax collector in any year, the board of county commissioners or municipal governing body shall adopt and enter in its minutes an order directing the tax collector to collect the taxes charged in the tax records and receipts. A copy of this order shall be delivered to the tax collector at the time the tax receipts are delivered to him, but the failure to do so, shall not affect the tax collector’s rights and duties to employ the means of collecting taxes provided by this subchapter. The order of collection shall have the force and effect of a judgment and execution against the taxpayers’ real and personal property.”

ORDER OF COLLECTION

STATE OF NORTH CAROLINA

MECKLENBURG COUNTY

TO THE TAX COLLECTOR OF THE COUNTY OF MECKLENBURG COUNTY

GENERAL STATUTE 105-321(b)

You are hereby authorized, empowered, and commanded to collect the taxes set forth in the tax records, filed in the Office of the Tax Assessor and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in Mecklenburg County, and this order shall be a full and sufficient authority to direct, require and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law.

Witness my hand and official seal, this ____ day of _____, 2024.

_____(SEAL)
Chairman, Board of County Commissioners

Attest:

Clerk to the Board

The Order of Collection – 2024 Ad Valorem Taxes is recorded in full in Ordinance Book 53, Document #8.

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24-0444 VISUAL AND PERFORMING ARTS (“VAPA”) CENTER LEASE – FIRST AMENDMENT

Authorize the County Manager to negotiate and execute a first amendment to the Lease between the County and VAPA Center for a 5-year lease extension and Building Improvement Allowance of up to \$1,741,000.

Background: On July 7, 2021, the Board authorized the County Manager to negotiate and execute a lease of the Hal Marshall Center located at 700 N. Tryon Street, with the McColl Center for Art + Innovation and/or its Assignee. The lease rate was \$1/year. The McColl Center, a non-profit arts organization, formed an agreement with the VAPA Center, LLC (i.e., Visual and Performing Arts Center) to operate the facility and manage subtenants and users of the facility. VAPA Center had applied for status as a nonprofit arts organization. Upon VAPA’s attainment of nonprofit status and the County’s subsequent approval, the McColl Center assigned the lease to the VAPA Center on October 17, 2022.

The original lease term included an initial base term of 3 years (expiring on September 9, 2024) with automatic extensions up to two additional years, if not sooner terminated. The VAPA Center is seeking a more permanent lease arrangement and has requested a 5-year extension beyond the initial base term in lieu of the original automatic up to 2 additional year extensions.

The VAPA Center offers live entertainment, galleries, theater space, performer practice space, meeting space, and art studios. However, due to the previous use of the building as office occupancy, certain spaces in the building do not meet building code for VAPA’s desired use as an Assembly occupancy. Consequently, the VAPA Center hired an architectural firm with engineering consultants to determine the HVAC and other requirements needed to meet building codes for an Assembly occupancy. The design and construction of the recommended improvements are estimated to cost \$1,741,000. In the FY25 County budget, the County Manager included the requested funding for the improvements.

The major business terms of the first amendment to the lease agreement are as follows:

Renewal option: One 5-year renewal term (expires on Sept. 9, 2029) instead of the original automatic extensions up to 2 additional years.

Tenant Improvement Allowance: Up to \$1,741,000 for the design and construction of building improvements to convert the building to an Assembly occupancy. Such allowance shall be disbursed to the Tenant based on actual costs demonstrated with appropriate documentation provided by the Tenant and approved by the County.

All other terms and conditions of the original lease shall remain in full force and effect.

THIS CONCLUDED ITEMS APPROVED BY CONSENT

24-0448 PULLED CONSENT ITEMS

Commissioners may remove agenda items from the Consent Agenda for a separate vote, to bring public awareness or to make comments. The following items were pulled and voted upon separately:

24-0380 CONSTRUCTION CONTACT – HISTORIC COURTHOUSE ROOF REPLACEMENT

Meeting Minutes

August 07, 2024

Motion was made by Commissioner Leake, seconded by Commissioner Powell, and unanimously carried to award a construction contract to Interstate Roofing Company Inc. in the amount of \$839,800.00.

Background: The existing roofing system at the Historic Courthouse (700 E. Trade St.) has reached the end of its life cycle and needs to be replaced. This project is to install a new roof system in accordance with Mecklenburg County standard requirements. The new roofing system will include all new flashing and required accessories for a watertight roofing assembly with a twenty-five (25) year manufacturer's warranty.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

24-0406 BUDGET AMENDMENT – DEPARTMENT OF CHILD, FAMILY AND ADULT SERVICES

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried to recognize, receive, and appropriate an increase in Adoption Promotion funding in the amount of \$217,483 to the General Grants Fund (G001) within the Department of Child, Family and Adult Services; and adopt a grant project ordinance for the Adoption Promotion Program in the General Grant Fund (G001).

Background: The North Carolina Division of Social Services has provided additional funding in the amount of \$217,483 for the Adoption Promotion Fund to Mecklenburg County Youth and Family Services Division of the Department of Child, Family and Adult Services. No local match is required as a condition for receipt of these funds. The purpose of the funds is to enhance and expand adoption services, to secure permanent homes for hard-to-place children, and to promote public/private partnerships. Allowable uses for these funds include Adoption Services, Adoption Recruitment, Assessment and Training of Adoptive Parents and Post Adoption Case Management. The funds cannot be used to supplement the salaries of current county employees.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the NC Division of Social Services. The grant has been made available to Mecklenburg County under the Adoption Promotion Program up to the amount of \$217,483; and

WHEREAS, the grant funds must be used to enhance and expand adoption programs.

WHEREAS, the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:

- Section 1. The project described in the NC Division of Social Services grant application is hereby authorized to be undertaken for the duration of the grant.
- Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the Adoption Promotion Funds and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the NC Division of Social Services.
- Section 3. The following revenues are anticipated for Mecklenburg County in the G001 to complete this project:

Grant	\$217,483.00 (application/award amount)
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- Section 4. The following expenses are appropriated for Mecklenburg County in the G001 to complete this project:

Grant	\$217,483.00 (application/award amount)
--------------	--

Adopted this ____ day of _____

Clerk to the Board

**24-0419 GRANT APPLICATION – FAMILY VIOLENCE PREVENTION SERVICES ACT (FVPSA)
AMERICAN RESCUE PLAN (ARP) SUPPLEMENTAL FUNDS**

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried to affirm the submission of a grant application for up to \$43,000 in the General Grant Fund (G001) for the grant period of July 1, 2024, through June 30, 2025, to the North Carolina Council for Women and Youth Involvement Office, the administrator of the North Carolina Family Violence Prevention Services Act (FVBSA) American Rescue Plan (ARP) grant program, to provide one-time homelessness prevention assistance for victims of domestic violence, family violence, or dating violence and their dependents.

If awarded recognize, receive, and appropriate funds for the affirmed amount of up to \$43,000 to the General Grant Fund (G001) within Community Support Services; and

Adopt the required grant project ordinance for the FVBSA ARP grant in the General Grant Fund (G001).

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the North Carolina Council for Women and Youth Involvement. The grant has been made available to Mecklenburg County under the North Carolina Family Violence Prevention Services Act (FVPSA) grant program for up to the amount of \$43,000.00; and

WHEREAS, the grant funds must be used to one-time homelessness prevention assistance for victims of domestic violence, family violence, or dating violence and their dependents.

WHEREAS, the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:

- Section 1. The project described in the North Carolina Family Violence Prevention Services Act grant application is hereby authorized to be undertaken for the duration of the grant.
- Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the North Carolina Family Violence Prevention Services Act (FVBSA) American Rescue Plan (ARP) and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements to the North Carolina Council for Women and Youth Involvement.
- Section 3. The following revenues are anticipated for Mecklenburg County in the fund G001 to complete this project:
- The North Carolina Council for Women and Youth Involvement
\$43,000.00**
- Section 4. The following amount appropriated for Mecklenburg County in fund G001 to complete this project:
- \$43,000.00**

Adopted this 7th day of August, 2024

Kristine M. Smith
Clerk to the Board

Grant Application recorded in full in Ordinance Book 53, Document #4.

Meeting Minutes
August 07, 2024

24-0421 CONSTRUCTION CONTRACT – DEEP ENERGY RETROFIT OF THE JUDGE CLIFTON E. JOHNSON BUILDING

Motion was made by Commissioner Jerrell, seconded by Commissioner Altman, and unanimously carried to award a construction contract to Miles-McClellan Construction Company, Inc., in the amount of \$2,274,000 for the Deep Energy Retrofit of the Judge Clifton E. Johnson Building.

Background: This project will implement deep energy retrofit measures at the Judge Clifton E. Johnson Building (700 E. 4th St.), including replacement of old HVAC equipment with higher efficiency equipment, and retrofitting existing lighting with more efficient LED lighting. These retrofits will greatly improve the energy efficiency of the facility as part of the County's effort to achieve net zero carbon by 2035.

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

24-0423 DONATION FROM PARTNERS FOR PARKS FOR RENOVATION OF GRAYSON SKATEPARK

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to recognize, receive, and appropriate a donation of \$25,000 to Park Capital Reserve Fund (9002) for renovation of Grayson Skatepark.

Background: Partners for Parks an independent nonprofit 501c3 is an advocate for promoting recreational amenities. Grayson Skatepark has long been a center point for skating in Charlotte. Park and Recreation will begin renovations to Grayson Skate Park in the coming months with completion in Summer 2025. The County has allocated \$5,627,104 for both park and recreation center improvements. Partners for Parks has elected to support the renovations by donating \$25,000 to complete all the envisioned enhancements for the skatepark based on community input.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

24-0424 TEMPORARY CONSTRUCTION EASEMENT – MCDOWELL NATURE PRESERVE

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to authorize the County Manager to grant a Temporary Construction Easement (+/- 0.0017 acres) to Pulte Home Company, LLC on Mecklenburg County owned Tax Parcel 199-481-08 (McDowell Nature Preserve) for the construction of a storm drain inlet headwall.

Background: Next to the County's McDowell Nature Preserve, Pulte Home Company, LLC ("Pulte") is developing a new townhome residential community. Pulte has requested to make storm drain improvements to the existing storm structure running under Shopton Road West. Construction of the storm sewer will require the residential developer to access a portion of Mecklenburg County property at McDowell Creek Nature Preserve. Pulte has requested +/- 0.0017 acres of Temporary Construction Easement (TCE) from the County (tax parcel 199-481-08) to complete grading activities associated with this work.

The request has been reviewed by the Park and Recreation Department and it has been determined that the request will not negatively impact the park property. County will be compensated an appraised value of \$50.00 for the TCE.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

Meeting Minutes

August 07, 2024

**24-0425 FY2025 HOME AND COMMUNITY CARE BLOCK GRANT (HCCBG) FUNDING
PLAN- DEPARTMENT OF CHILD, FAMILY, AND ADULT SERVICES**

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to approve the Department of Child, Family, and Adult Services Home and Community Care Block Grant (HCCBG) revised total funding plan request of \$4,570,884 with a required match of \$507,875 for fiscal year 2024-2025, to provide services for In-Home Aide Services, Transportation Services, Congregate Meals, Home Delivered Meals, Senior Center Operations, Adult Day Care/Day Health and Consumer Directed Services and to Amend the fiscal year 2024-2025 Annual Budget Ordinance to recognize, receive and appropriate an increase of \$61,823 in federal funding from Centralina Council of Governments (CCOG) for the Home and Community Care Block Grant (HCCBG) to the General Fund (0001) in the Department of Child, Family, and Adult Services.

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

HCCBG Budget					DAAS-731 (Rev. 2/16)								
Home and Community Care Block Grant for Older Adults													
County Funding Plan					County <u>Mecklenburg</u>								
July 1, 2024 through June 30, 2025													
County Services Summary													
FY25 Increase													
	A				B	C	D	E	F	G	H	I	
Services	Block Grant Funding				Required Local Match	Net Service Cost	USDA Subsidy	Total Funding	Projected HCCBG Units	Projected Reimbursement Rate	Projected HCCBG Clients	Projected Total Units	
	Access	In-Home	Other	Total									
DSS-Senior Center Operation	\$ -	\$ -	\$ 125,443	\$ 125,443	\$ 13,938	\$ 139,381	\$ -	\$ 139,381	-	\$ -		-	
Transportation (General)	\$ 328,375	\$ -	\$ -	\$ 328,375	\$ 36,486	\$ 364,861	\$ -	\$ 364,861	13,310	\$ 27.4133	320	16,870	
Adult Day Care	\$ -	\$ 6,060	\$ -	\$ 6,060	\$ 673	\$ 6,733	\$ -	\$ 6,733	80	\$ 84.1625	1	80	
Adult Day Health	\$ -	\$ 964,596	\$ -	\$ 964,596	\$ 107,177	\$ 1,071,773	\$ -	\$ 1,071,773	12,272	\$ 84.0004	88	44,918	
ADH-Transportation	\$ -	\$ 22,785	\$ -	\$ 22,785	\$ 2,532	\$ 25,317	\$ -	\$ 25,317	8,439	\$ 3.0000	20	8,439	
IHA I - HM	\$ -	\$ 35,245	\$ -	\$ 35,245	\$ 3,916	\$ 39,161	\$ -	\$ 39,161	1,305	\$ 30.0084	2	1,305	
CDS-Personal Assistant	\$ -	\$ 52,624	\$ -	\$ 52,624	\$ 5,847	\$ 58,471	\$ -	\$ 58,471	3,898	\$ 15.0003	4	3,898	
CD-Financial Mngt Services	\$ -	\$ -	\$ 4,763	\$ 4,763	\$ 529	\$ 5,292	\$ -	\$ 5,292	50	\$ 105.8400	4	50	
IHA II - Personal Care	\$ -	\$ 1,574,498	\$ -	\$ 1,574,498	\$ 174,944	\$ 1,749,442	\$ -	\$ 1,749,442	58,313	\$ 30.0008	90	114,600	
IHA III - Personal Care	\$ -	\$ 97,745	\$ -	\$ 97,745	\$ 10,861	\$ 108,606	\$ -	\$ 108,606	3,620	\$ 30.0019	6	6,897	
Congregate Nutrition	\$ -	\$ -	\$ 583,082	\$ 583,082	\$ 64,787	\$ 647,869	\$ 116,000	\$ 763,869	43,323	\$ 14.3132	520	145,000	
Home Delivered Meals	\$ -	\$ 608,410	\$ -	\$ 608,410	\$ 67,601	\$ 676,011	\$ 228,000	\$ 904,011	74,713	\$ 9.0481	1,160	285,000	
Levine Sr. Cntr (SCO)	\$ -	\$ -	\$ 125,443	\$ 125,443	\$ 13,938	\$ 139,381	\$ -	\$ 139,381	-	\$ -		-	
Oasis-Levine Jewish CC (SCO)	\$ -	\$ -	\$ 41,815	\$ 41,815	\$ 4,646	\$ 46,461	\$ -	\$ 46,461	-	\$ -		-	
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Ordinance recorded in full in Ordinance Book 53, Document #5.

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August 07, 2024

HCCBG Budget

NAME AND ADDRESS		Home and Community Care Block Grant for Older Adults												
COMMUNITY SERVICE PROVIDER		DAAS-732 (Rev. 2/16)												
Mecklenburg-combined		County Funding Plan				County				Mecklenburg				
301 Billingsley Rd		July 1, 2024 through June 30, 2025												
Charlotte, NC 28211		Provider Services Summary				Revision#		1st-Adj		Rev Date:				
FY-25 Increase		FY 25 increase												
Services		Ser. Delivery		A			B	C	D	E	F	G	H	I
		(Check	One)	Block Grant Funding			Required	Net*	USDA	Total	HCCBG	Projected	Projected	Projected
	Direct	Purch.	Access	In-Home	Other	Total	Local Match	Serv Cost	Subsidy	Funding	Units	Reimburse	HCCBG	Total
DSS-Senior Center Operation	X		\$ -	\$ -	\$ 125,443	\$ 125,443	\$ 13,938	\$ 139,381	\$ -	\$ 139,381	-	\$ -		-
Transportation (General)	X		\$ 328,375	\$ -	\$ -	\$ 328,375	\$ 36,486	\$ 364,861	\$ -	\$ 364,861	13,310	\$ 27.4133	320	16,870
Adult Day Care		X	\$ -	\$ 6,060	\$ -	\$ 6,060	\$ 673	\$ 6,733	\$ -	\$ 6,733	80	\$ 84.1625	1	80
Adult Day Health		X	\$ -	\$ 984,596	\$ -	\$ 984,596	\$ 107,177	\$ 1,071,773	\$ -	\$ 1,071,773	12,759	\$ 84.0004	88	44,918
ADH-Transportation		X	\$ -	\$ 22,785	\$ -	\$ 22,785	\$ 2,532	\$ 25,317	\$ -	\$ 25,317	8,439	\$ 3.0000	20	8,439
IHA I - HM		X	\$ -	\$ 35,245	\$ -	\$ 35,245	\$ 3,916	\$ 39,161	\$ -	\$ 39,161	1,305	\$ 30.0084	2	1,305
CDS-Personal Assistant		X	\$ -	\$ 52,624	\$ -	\$ 52,624	\$ 5,847	\$ 58,471	\$ -	\$ 58,471	3,898	\$ 15.0003	4	3,898
CD-Financial Mngt Services		X	\$ -	\$ -	\$ 4,763	\$ 4,763	\$ 529	\$ 5,292	\$ -	\$ 5,292	50	\$ 105.8400	4	50
IHA II - Personal Care		X	\$ -	\$ 1,574,498	\$ -	\$ 1,574,498	\$ 174,944	\$ 1,749,442	\$ -	\$ 1,749,442	58,313	\$ 30.0008	90	114,600
IHA III - Personal Care		X	\$ -	\$ 97,745	\$ -	\$ 97,745	\$ 10,861	\$ 108,606	\$ -	\$ 108,606	3,620	\$ 30.0019	6	6,897
Congregate Nutrition	X		\$ -	\$ -	\$ 583,082	\$ 583,082	\$ 64,787	\$ 647,869	\$ 118,000	\$ 763,869	45,264	\$ 14.3132	520	145,000
Home Delivered Meals	X		\$ -	\$ 808,410	\$ -	\$ 808,410	\$ 67,601	\$ 676,011	\$ 228,000	\$ 904,011	74,713	\$ 9.0481	1,160	285,000
Levine Sr. Cntr (SCO)	X		\$ -	\$ -	\$ 125,443	\$ 125,443	\$ 13,938	\$ 139,381	\$ -	\$ 139,381	-	\$ -		-
Oasis-Levine Jewish CC (SCO)	X		\$ -	\$ -	\$ 41,815	\$ 41,815	\$ 4,646	\$ 46,461	\$ -	\$ 46,461	-	\$ -		-
					\$ -	\$ -	\$ -	\$ -		\$ -	-	\$ -		-
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	\$ -		0
Total			\$ 328,375	\$ 3,361,963	\$ 880,546	\$ 4,570,884	\$ 507,875	\$ 5,078,759	\$ 344,000	\$ 5,422,759	\$ 221,751		2215	627,057

Certification of required minimum local match availability. Required local match will be expended simultaneously with Block Grant Funding.

Signature, County Finance Officer
Optional

Date

Authorized Signature, Title
Community Service Provider

Date

Signature, Chairman, Board of Commissioners
Optional

Date

Ordinance recorded in full in Ordinance Book 53, Document #6.

24-0426 ABANDONMENT OF MAINTENANCE BY NCDOT DIVISION OF HIGHWAYS FOR STOWE LANE

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to adopt resolution to approve the abandonment of maintenance by NCDOT for a portion of Stowe Lane.

Background: The property owner has petitioned Mecklenburg County to close its 1.27-acre portion of public right-of-way for Stowe Lane in an unincorporated part of the County. This portion of Stowe Lane is currently maintained by the North Carolina Department of Transportation (NCDOT). Reportedly, the parcels will be redeveloped after the right of way is abandoned. North Carolina General Statute 153A-241 specifies that a county may permanently close any public road or easement within the county except public roads or easements for public roads under the control and supervision of NCDOT.

NCDOT informed the petitioner on July 6, 2023, that the portion of public right-of-way for Stowe Lane petitioned to be closed was under their control and supervision. Currently Stowe Lane (State Road #2740) is in the State’s secondary system. Ms. Wendy Taylor, District Engineer for the North Carolina Department of Transportation, notified the petitioner that the North Carolina Board of

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Transportation must receive a resolution from the Mecklenburg Board of County Commissioners supporting the abandonment of state control and supervision of the portion of Stowe Lane, as shown on the attached Exhibit A map.

General Statute 136-63 states that the Mecklenburg Board of County Commissioners may request the North Carolina Board of Transportation to abandon any road in the secondary system when the best interest of the people will be served. Mecklenburg County Land Use and Environmental Services Agency has determined that in its opinion the closing of the portion of said right-of-way of Stowe Lane would not deprive any individual owning land in the vicinity of said right-of-way of reasonable ingress and egress to their property and would not be contrary to the public interest. Charlotte-Mecklenburg Planning and the Mecklenburg County Fire Marshal's Office reviewed the petition and have no objection to the abandonment of the right-of-way. Once NCDOT maintenance is abandoned, an action item will be submitted requesting the approval of the Board of County Commissioners to set a public hearing for the abandonment of the 1.27-acre portion of public right-of-way for Stowe Lane.

The Mecklenburg County Board of County Commissioners previously adopted a resolution abandoning Stowe Lane on January 17, 2024. See the attached copy of the signed resolution, however, the State Road number was incorrectly stated in the previously adopted resolution. The purpose of the current request for Board Action is to correct the State Road number.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

**MECKLENBURG COUNTY
BOARD OF COMMISSIONERS**

**RESOLUTION REQUESTING THE NCDOT DIVISION OF HIGHWAYS
ABANDON A PORTION OF STOWE LANE**

WHEREAS, pursuant to North Carolina General Statute 136-63, the Mecklenburg Board of County Commissioners may, on its own motion or on petition from a group of citizens, request the North Carolina Board of Transportation to change or abandon any road in the secondary system when the best interest of the people will be served thereby; and

WHEREAS, a petitioner has requested that a 1.27-acre portion of public right-of-way for Stowe Lane (SR #2740), a road in the secondary system under the control and supervision by the North Carolina Department of Transportation, be abandoned as shown on the attached Exhibit A map; and

WHEREAS, North Carolina General Statute 153A-241 specifies that a county may permanently close any public road or easement within the county and not within the city, except public roads or easements for public roads under the control and supervision of the North Carolina Department of Transportation; and

WHEREAS, by letter dated July 6, 2023, Ms. Wendy Taylor, District Engineer for the North Carolina Department of Transportation, notified the petitioner that the North Carolina Board of Transportation must receive a resolution from the Mecklenburg Board of County Commissioners supporting the abandonment of state control and supervision, for purposes of upkeep and maintenance, of the portion of Stowe Lane, as shown on the attached Exhibit A map; and

WHEREAS, the Mecklenburg County Land Use and Environmental Services Agency has determined that in its opinion the abandonment of the 1.27-acre portion of public right-of-way for Stowe Lane (SR #2740), subsequent to the abandonment of state control and supervision by the North Carolina Board of Transportation, as shown on the attached Exhibit A map, would not deprive any individual owning land in the vicinity of said public right-of-way of reasonable ingress and egress to their property, and would not be contrary to the public interest; and

NOW, THEREFORE, BE IT RESOLVED, that pursuant to North Carolina General Statute 136-63, the Mecklenburg Board of County Commissioners does hereby request that the North Carolina Board of Transportation abandon the control and supervision of the portion of Stowe Lane, as shown on the attached Exhibit A map, for purposes of upkeep and maintenance, with such resolution being effective only upon receipt by the North Carolina Board of Transportation of a certified copy of the resolution from the Clerk to the Board of County Commissioners.

ADOPTED THE 7th DAY OF August, 2024.

Clerk to the Board of
County Commissioners

APPROVED AS TO FORM:

County Attorney

Meeting Minutes
August 07, 2024

24-0432 CONSTRUCTION CONTRACT – ALBERMARLE ROAD PARK

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to award a construction contract to J. D. Goodrum Co., Inc. in the amount of \$837,000.00.

Background: This construction contract will include renovations to the existing Albemarle Road Park located at 9120 W.T. Harris Boulevard. Work includes renovations to the existing park, as well as the addition of an extensive path system that includes a new bridge that joins two portions of the site. This path system also provides connections to Albemarle Road Elementary and the intersection of Idlewild Road and Harris Boulevard.

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

24-0441 GRANT APPLICATION – US EPA CLEAN AIR ACT SECTION 105 GRANT – LUESA AIR QUALITY

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to affirm submission of the FY25-26 Clean Air Act Section 105 Federal grant application for up to \$1,210,000.00 to the U.S. Environmental Protection Agency.

If awarded, recognize, receive, and appropriate the award amount within the general grants fund.

Adopt the required grant project ordinance for the US EPA Clean Air Act Section 105 grant in the General Grant Fund (G001).

Background: Mecklenburg County Air Quality (MCAQ) is a certified local air quality program with the mission to lead and assist the County towards meeting and maintaining compliance with the health-based National Ambient Air Quality Standards.

MCAQ receives federal funds from the Clean Air Act (CAA), Section 105 grant through the U.S. Environmental Protection Agency (US EPA). Grant funds are used to fund and support, in part, commitments to the US EPA to implement programs to improve ambient air quality. These activities include permitting stationary sources of hazardous air pollutants, conducting ambient air monitoring, conducting emission inventories, and enforcing environmental laws and regulations.

MCAQ requests approval to pursue this necessary program funding.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

|GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the U.S. Environmental Protection Agency (US EPA). The grant has been made available to Mecklenburg County under Section 105 of the federal Clean Air Act up to the amount of \$1,210,000.00; and

WHEREAS, the grant funds must be used to support, in part, commitments to the US EPA to implement programs to improve ambient air quality and maintain compliance with National Ambient Air Quality Standards.

WHEREAS, the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:

- Section 1. The project described in the US EPA Clean Air Act Section 105 grant application is hereby authorized to be undertaken for the duration of the grant.
- Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the Clean Air Act Section 105 grant and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of the US EPA.
- Section 3. The following revenues are anticipated for Mecklenburg County from the Clean Air Act Section 105 grant to complete this project:

US EPA Clean Air Act Section 105 Grant
\$1,210,000.00

- Section 4. The following amount is appropriated in the General Grants Fund (G001) within the Land Use and Environmental Services Agency to complete this project:

\$1,210,000.00

Adopted this _____ day of _____

Clerk to the Board

Ordinance recorded in full in Ordinance Book 53, Document #9.

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24-0442 GRANT APPLICATION – CONTINUATION OF AIR AWARENESS PROGRAMMING IN THE CHARLOTTE REGION

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to approve submission of a grant application for up to \$100,000 to N.C. Department of Environmental Quality for Air Awareness grant funding to support education and outreach programs in the multi-county Charlotte region.

Adopt the required grant project ordinance for Air Awareness Grant in the General Grant Fund (G001).

If awarded, recognize, receive, and appropriate the award amount to the General Grant Fund (G001) within the Land Use and Environmental Services Agency.

Background: Mecklenburg County Air Quality (MCAQ) is requesting approval to receive up to \$100,000 in funding from the N.C. Department of Environmental Quality (DEQ) to administer the "Charlotte Air Awareness" program (CAA). DEQ will reimburse 80% (up to \$80,000) of the cost of administering the CAA program, and MCAQ will provide the 20% match from division funds.

CAA is a state program that is administered by Mecklenburg County for the seven county Charlotte region. CAA provides education to residents, businesses, and schools across the region on topics including health impacts of air pollution and voluntary pollution-reduction strategies. CAA is administered by current MCAQ staff. No new County resources are needed.

CAA work aligns with the Land Use and Environmental Services Agency (LUESA) Strategic Business Plan strategy to "design, implement and effectively communicate air quality improvement opportunities and health messages to community members, schools, businesses, etc." (LUE.3.1.A).

Public education and outreach programs, like CAA, are encouraged by the U.S. Environmental Protection Agency as effective tools to improve air quality and protect public health. DEQ has found that the most effective outreach programs are performed by locally based personnel who can work closely with members of the local community. Therefore, DEQ has contracted with MCAQ to administer the local CAA program since its inception in 1997.

This item was pulled by Commissioner Leake for clarity and/or public awareness.

GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the N.C. Department of Environmental Quality. The grant has been made available to Mecklenburg County for the regional Air Awareness program up to the amount of \$80,000.00, and

WHEREAS, the grant funds must be used to provide air-quality education to residents, businesses and schools in the Charlotte region on topics including the health impacts of air pollution and voluntary pollution-reduction strategies.

WHEREAS, the Mecklenburg County Board of County Commissioners deems this activity to be a worthy and desirable undertaking;

NOW, THEREFORE, PURSUANT TO N.C.G.S. 159-13.2, BE IT ORDAINED BY THE MECKLENBURG COUNTY BOARD OF COUNTY COMMISSIONERS that:

- Section 1. The project described in the N.C. Department of Environmental Quality grant application is hereby authorized to be undertaken for the duration of the grant.
- Section 2. The County Manager is authorized to execute the grant agreement and other documents that are required or appropriate for the County to receive the Air Awareness program and to undertake the project. The County Manager is directed to take steps necessary to ensure compliance with all spending and reporting requirements of N.C. Department of Environmental Quality.
- Section 3. The following revenues are anticipated for Mecklenburg County in the General Grant Fund (G001) to complete this project:

Grant	\$80,000.00 (application/award amount)
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- Section 4. The following expenses are appropriated for Mecklenburg County in the General Grant Fund (G001) to complete this project:

Grant	\$80,000.00 (application/award amount)
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Adopted this _____ day of _____

Clerk to the Board

Meeting Minutes
August 07, 2024

24-0443 FEDERAL TRANSIT ADMINISTRATION DRUG AND ALCOHOL POLICY

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried to approve the updates to the Federal Transit Administration Drug and Alcohol Policy.

Background: These policy updates are due to a Department of Transportation Audit that was conducted in April.

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

Mecklenburg County

Transportation System’s

Drug and Alcohol Policy

Effective as of [07/01/2024]

Adopted by: _____

Date Adopted: [03/20/2018]
Last Revised: [07/01/2024]

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FTA Drug and Alcohol Policy – Mecklenburg County

I. Purpose of Policy

This policy complies with 49 CFR Part 655, as amended and 49 CFR Part 40, as amended. Copies of Parts 655 and 40 are available in the drug and alcohol program manager's office and can be found on the internet at the Federal Transit Administration (FTA) Drug and Alcohol Program website <http://transit-safety.fta.dot.gov/DrugAndAlcohol/>.

All covered employees are required to submit to drug and alcohol tests as a condition of employment in accordance with 49 CFR Part 655.

Portions of this policy are not FTA-mandated but reflect Mecklenburg County's policy. These additional provisions are identified by **bold text**.

In addition, DOT has published 49 CFR Part 32, implementing the Drug-Free Workplace Act of 1988, which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA.

All Mecklenburg County employees are subject to the provisions of the Drug-Free Workplace Act of 1988.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the covered workplace. An employee who is convicted of any criminal drug statute for a violation occurring in the workplace shall notify an MTS supervisor no later than five days after such conviction.

II. Covered Employees

This policy applies to every person, including an applicant or transferee, who performs or will perform a "safety-sensitive function" as defined in Part 655, section 655.4.

You are a covered employee if you perform any of the following:

- Operating a revenue service vehicle, in or out of revenue service
- Operating a non-revenue vehicle requiring a commercial driver's license
- Controlling movement or dispatch of a revenue service vehicle
- Maintaining (including repairs, overhaul and rebuilding) of a revenue service vehicle or equipment used in revenue service
- Carrying a firearm for security purposes

See Attachment A for a list of covered positions by job title.

III. Definitions

Accident: An occurrence associated with the operation of a vehicle even when not in revenue service, if as a result:

- a. An individual dies;
- b. An individual suffers a bodily injury and immediately receives medical treatment away from the scene of the accident; or,
- c. One or more vehicles incur disabling damage as the result of the occurrence and is transported away from the scene by a tow truck or other vehicle. For purposes of this definition, *disabling damage* means damage which precludes departure of any vehicle from the scene of the occurrence in its usual manner in daylight after

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simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Adulterated specimen: A specimen that has been altered, as evidenced by test results showing either a substance that is not a normal constituent for that type of specimen or showing an abnormal concentration of an endogenous substance.

Alcohol: The intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols contained in any beverage, mixture, mouthwash, candy, food, preparation or medication.

Alcohol Concentration: Expressed in terms of grams of alcohol per 210 liters of breath as indicated by a breath test under 49 CFR Part 40.

Aliquot: A fractional part of a specimen used for testing. It is taken as a sample representing the whole specimen.

Canceled Test: A drug or alcohol test that has a problem identified that cannot be or has not been corrected, or which is cancelled. A canceled test is neither positive nor negative.

Confirmatory Drug Test: A second analytical procedure performed on a different aliquot of the original specimen to identify and quantify the presence of a specific drug or metabolite.

Confirmatory Validity Test: A second test performed on a different aliquot of the original urine specimen to further support a validity test result.

Covered Employee Under FTA Authority: An employee who performs a safety-sensitive function including an applicant or transferee who is being considered for hire into a safety-sensitive function (See Attachment A for a list of covered employees).

Designated Employer Representative (DER): An employee authorized by the employer to take immediate action to remove employees from safety-sensitive duties and to make required decisions in testing. The DER also receives test results and other communications for the employer, consistent with the requirements of 49 CFR Parts 40 and 655.

DOT, The Department, DOT Agency: These terms encompass all DOT agencies, including, but not limited to, the Federal Aviation Administration (FAA), the Federal Railroad Administration (FRA), the Federal Motor Carrier Safety Administration (FMCSA), the Federal Transit Administration (FTA), the National Highway Traffic Safety Administration (NHTSA), the Pipeline and Hazardous Materials Safety Administration (PHMSA), and the Office of the Secretary (OST). For purposes of 49 CFR Part 40, the United States Coast Guard (USCG), in the Department of Homeland Security, is considered to be a DOT agency for drug testing purposes. These terms include any designee of a DOT agency.

Dilute specimen: A urine specimen with creatinine and specific gravity values that are lower than expected for human urine.

Disabling damage: Damage which precludes departure of any vehicle from the scene of

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the occurrence in its usual manner in daylight after simple repairs. Disabling damage includes damage to vehicles that could have been operated but would have been further damaged if so operated, but does not include damage which can be remedied temporarily at the scene of the occurrence without special tools or parts, tire disablement without other damage even if no spare tire is available, or damage to headlights, taillights, turn signals, horn, or windshield wipers that makes them inoperative.

Evidentiary Breath Testing Device (EBT): A device approved by the NHTSA for the evidential testing of breath at the 0.02 and the 0.04 alcohol concentrations and appears on ODAPC's Web page for "Approved Evidential Breath Measurement Devices" because it conforms with the model specifications available from NHTSA.

Initial Drug Test: (Screening Drug Test) The test used to differentiate a negative specimen from one that requires further testing for drugs or drug metabolites.

Initial Specimen Validity Test: The first test used to determine if a urine specimen is adulterated, diluted, substituted, or invalid

Invalid Result: The result reported by an HHS-certified laboratory in accordance with the criteria established by the HHS Mandatory Guidelines when a positive, negative, adulterated, or substituted result cannot be established for a specific drug or specimen validity test.

Laboratory: Any U.S. laboratory certified by HHS under the National Laboratory Certification program as meeting standards of Subpart C of the HHS Mandatory Guidelines for Federal Workplace Drug Testing Programs; or, in the case of foreign laboratories, a laboratory approved for participation by DOT under this part.

Limit of Detection (LOO): The lowest concentration at which a measurand can be identified, but (for quantitative assays) the concentration cannot be accurately calculated.

Limit of Quantitation: For quantitative assays, the lowest concentration at which the identity and concentration of the measurand can be accurately established.

Medical Review Officer (MRO): A licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by the drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result, together with his/her medical history, and any other relevant bio-medical information.

Negative Dilute: A drug test result which is negative for the five drug/drug metabolites but has a specific gravity value lower than expected for human urine.

Negative result: The result reported by an HHS-certified laboratory to an MRO when a specimen contains no drug, or the concentration of the drug is less than the cutoff concentration for the drug or drug class and the specimen is a valid specimen. An alcohol concentration of less than 0.02 BAC is a negative test result.

Non-negative test result: A urine specimen that is reported as adulterated, substituted, invalid, or positive for drug/drug metabolites.

Oxidizing Adulterant: A substance that acts alone or in combination with other substances to oxidize drugs or drug metabolites to prevent the detection of the drug or metabolites

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or affects the reagents in either the initial or confirmatory drug test.

Performing (a safety-sensitive function): A covered employee is considered to be performing a safety-sensitive function and includes any period in which he or she is actually performing, ready to perform, or immediately available to perform such functions.

Positive result: The result reported by an HHS- Certified laboratory when a specimen contains a drug or drug metabolite equal or greater to the cutoff concentrations.

Prohibited drug: Identified as marijuana, cocaine, opioids, amphetamines, or phencyclidine at levels above the minimum thresholds specified in 49 CFR Part 40, as amended.

Reconfirmed: The result reported for a split specimen when the second laboratory is able to corroborate the original result reported for the primary specimen.

Rejected for Testing: The result reported by an HHS- Certified laboratory when no tests are performed for specimen because of a fatal flaw or a correctable flaw that has not been corrected.

Revenue Service Vehicles: All transit vehicles that are used for passenger transportation service.

Safety-sensitive functions: Employee duties identified as:

- (1) The operation of a transit revenue service vehicle even when the vehicle is not in revenue service.
- (2) The operation of a non-revenue service vehicle by an employee when the operation of such a vehicle requires the driver to hold a Commercial Drivers License (CDL).
- (3) Maintaining a revenue service vehicle or equipment used in revenue service.
- (4) Controlling the movement of a revenue service vehicle and
- (5) Carrying a firearm for security purposes.

Split Specimen Collection: A collection in which the urine collected is divided into two separate bottles, the primary specimen (Bottle A) and the split specimen (Bottle B).

Substance Abuse Professional (SAP): A licensed physician (medical doctor or doctor of osteopathy) or licensed or certified psychologist, social worker, employee assistance professional, state-licensed or certified marriage and family therapist, or drug and alcohol counselor (certified by an organization listed at <https://www.transportation.gov/odapc/sap>) with knowledge of and clinical experience in the diagnosis and treatment of drug and alcohol related disorders.

Substituted specimen: A urine specimen with creatinine and specific gravity values that are so diminished or so divergent that they are not consistent with normal human urine.

Vehicle: A bus, electric bus, van, automobile, rail car, trolley car, trolley bus, or vessel. A public transit vehicle is a vehicle used for public transportation or for ancillary services.

Verified negative test: A drug test result reviewed by a medical review officer and determined to have no evidence of prohibited drug use above the minimum cutoff levels established by the Department of Health and Human Services (HHS).

Verified positive test: A drug test result reviewed by a medical review officer and determined to have evidence of prohibited drug use above the minimum cutoff levels

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specified in 49 CFR Part 40 as revised.

Validity testing: The evaluation of the specimen to determine if it is consistent with normal human urine. Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

IV. Prohibited Behavior

Use of illegal drugs is prohibited at all times. Prohibited drugs include:

- marijuana
- cocaine
- phencyclidine (PCP)
- opioids
- amphetamines

All covered employees are prohibited from performing or continuing to perform safety-sensitive functions while having an alcohol concentration of 0.04 or greater.

All covered employees are prohibited from consuming alcohol while performing safety-sensitive job functions or while on-call to perform safety-sensitive job functions. If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. If the on-call employee claims the ability to perform his or her safety-sensitive function, he or she must take an alcohol test with a result of less than 0.02 prior to performance.

All covered employees are prohibited from consuming alcohol within four (4) hours prior to the performance of safety-sensitive job functions.

All covered employees required to take a post-accident test are prohibited from consuming alcohol for eight (8) hours following involvement in an accident or until he or she submits to the post-accident drug and alcohol test, whichever occurs first.

V. Consequences for Violations

Following a positive drug or alcohol (BAC at or above 0.04) test result or test refusal, the employee will be immediately removed from safety-sensitive duty and provided with contact information for Substance Abuse Professionals (SAPs).

Following a BAC of 0.02 or greater, but less than 0.04, the employee will be immediately removed from safety-sensitive duties until the start of their next regularly scheduled duty period (but for not less than eight hours) unless a retest results in the employee's alcohol concentration being less than 0.02.

Zero Tolerance:

Pursuant to Mecklenburg County policy, any employee who, while on the job, on-call, or under the testing circumstances otherwise stated herein, tests positive for drugs or alcohol (BAC at or above 0.04) or refuses to test will be dismissed from employment.

If an on-call employee has consumed alcohol, they must acknowledge the use of alcohol at the time that they are called to report for duty. The covered employee will

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subsequently be relieved of his/her on-call responsibilities and subject to corrective action for not fulfilling his/her on-call responsibilities.

MTS, under its own authority, also prohibits the consumption of alcohol at all times the employee is on duty, or anytime the employee is in uniform.

Consistent with the Drug-free Workplace Act of 1988, all MTS employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances in the workplace including transit system premises and transit vehicles.

VI. Circumstances for Testing

1. Pre-Employment Testing

Pre-employment alcohol tests are conducted after making a contingent offer of employment or transfer. All pre-employment alcohol tests will be conducted using the procedures set forth in 49 CFR Part 40. An alcohol test result of less than 0.02 is required before an employee can first perform safety-sensitive functions. If a pre-employment alcohol test is cancelled, the individual will be required to undergo another test with a result of less than 0.02 before performing safety-sensitive functions.

A negative pre-employment drug test result is required before an employee can first perform safety-sensitive functions. If a pre-employment test is cancelled, the individual will be required to undergo another test and successfully pass with a verified negative result before performing safety-sensitive functions.

If a covered employee has not performed a safety-sensitive function for 90 or more consecutive calendar days, and has not been in the random testing pool during that time, the employee must take and pass a pre-employment test before he or she can return to a safety-sensitive function.

A covered employee or applicant who has previously failed or refused a DOT drug and/or alcohol test must provide proof of having successfully completed a referral, evaluation, and treatment plan meeting DOT requirements.

Failure of a pre-employment drug test will disqualify an applicant for employment for a period of at least one year. Before being considered for future employment the applicant must provide the employer proof of having successfully completed a referral, evaluation, and treatment plan as described in section 655.62 of subpart G. The cost for the assessment and any subsequent treatment will be the sole responsibility of the applicant.

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2. Reasonable Suspicion Testing

All covered employees shall be subject to a drug and/or alcohol test when Mecklenburg County has reasonable suspicion to believe that the covered employee has used a prohibited drug and/or engaged in alcohol misuse. A reasonable suspicion referral for testing will be made by a trained supervisor or other trained company official on the basis of specific, contemporaneous, articulable observations concerning the appearance, behavior, speech, or body odors of the covered employee.

Covered employees may be subject to reasonable suspicion drug testing any time while on duty. Covered employees may be subject to reasonable suspicion alcohol testing while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions.

However, under MTS's authority, a non-DOT reasonable suspicion alcohol test may be performed any time the covered employee is on duty.

MTS shall be responsible for transporting the employee to the testing site. Supervisors shall not place themselves and/or others in a situation which might endanger the physical safety of those present. The employee shall be placed on administrative leave pending corrective action. An employee who refuses an instruction to submit to a drug/alcohol test shall not be permitted to finish his or her shift and shall immediately be placed on administrative leave pending corrective action.

A written record of the observations which led to a drug/alcohol test based on reasonable suspicion shall be prepared and signed by the supervisor(s) making the observation. This written record shall be submitted to the MTS and HR Compliance.

When there are no specific, contemporaneous, articulable objective facts that indicate current drug or alcohol use, but the employee (who is not already a participant in a treatment program) admits the abuse of alcohol or other substances to a supervisor in his/her chain of command, the employee shall be referred for assessment and treatment. MTS shall place the employee on administrative leave. Under these circumstances testing would be performed under the direct authority of the MTS.

In the event that an employee self-refers to management, any positive test result obtained by MTS as a result of the self-referral will not be considered a violation of this policy or a positive test result under Federal authority. However, an employee who self-refers may be subject to additional testing under Federal authority and this provision in no way relieves the employee from the associated consequences.

3. Post-Accident Testing

Covered employees shall be subject to post-accident drug and alcohol testing under the following circumstances:

Fatal Accidents

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As soon as practicable following an accident involving the loss of a human life, drug and alcohol tests will be conducted on each surviving covered employee operating the public transportation vehicle at the time of the accident. In addition, any other covered employee whose performance could have contributed to the accident, as determined by Mecklenburg County using the best information available at the time of the decision, will be tested.

Non-fatal Accidents

As soon as practicable following an accident not involving the loss of a human life, drug and alcohol tests will be conducted on each covered employee operating the public transportation vehicle at the time of the accident if at least one of the following conditions is met:

- (1) The accident results in injuries requiring immediate medical treatment away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.
- (2) One or more vehicles incurs disabling damage and must be towed away from the scene, unless the covered employee can be completely discounted as a contributing factor to the accident.

In addition, any other covered employee whose performance could have contributed to the accident, as determined by Mecklenburg County using the best information available at the time of the decision, will be tested.

A covered employee subject to post-accident testing must remain readily available, or it is considered a refusal to test. Nothing in this section shall be construed to require the delay of necessary medical attention for the injured following an accident or to prohibit a covered employee from leaving the scene of an accident for the period necessary to obtain assistance in responding to the accident or to obtain necessary emergency medical care.

4. Random Testing

Random drug and alcohol tests are unannounced and unpredictable, and the dates for administering random tests are spread reasonably throughout the calendar year. Random testing will be conducted at all times of the day when safety-sensitive functions are performed.

Testing rates will meet or exceed the minimum annual percentage rate set each year by the FTA administrator. The current year testing rates can be viewed online at www.transportation.gov/odapc/random-testing-rates.

The selection of employees for random drug and alcohol testing will be made by a scientifically valid method, such as a random number table or a computer-based random number generator. Under the selection process used, each covered employee will have an equal chance of being tested each time selections are made.

A covered employee may only be randomly tested for alcohol misuse while the employee is performing safety-sensitive functions, just before the employee is to perform safety-sensitive functions, or just after the employee has ceased performing such functions. A covered employee may be randomly tested for prohibited drug use anytime while on duty.

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Each covered employee who is notified of selection for random drug or random alcohol testing must immediately proceed to the designated testing site.

Random drug tests may be conducted at any time during an employee's shift. Random alcohol tests may only be performed just before, during, or just after the performance of a safety sensitive duty. However, under MTS's authority, a non-DOT random alcohol test may be performed any time the covered employee is on duty. Testing can occur during the beginning, middle, or end of an employee's shift.

VII. Testing Procedures

All FTA drug and alcohol testing will be conducted in accordance with 49 CFR Part 40, as amended.

1. Dilute Urine Specimen

If there is a negative dilute test result, Mecklenburg County will accept the test result and there will be no retest, unless the creatinine concentration of a negative dilute specimen was greater than or equal to 2 mg/dL, but less than or equal to 5 mg/dL.

Dilute negative results with a creatinine level greater than or equal to 2 mg/dL but less than or equal to 5 mg/dL require an immediate recollection under direct observation (see 49 CFR Part 40, section 40.67).

2. Split Specimen Test

In the event of a verified positive test result, or a verified adulterated or substituted result, the employee can request that the split specimen be tested at a second laboratory. Mecklenburg County guarantees that the split specimen test will be conducted in a timely fashion. MTS will ensure the cost for the split specimen analysis is covered for a timely sample analysis; however, MTS will seek reimbursement from the employee.

VIII. Test Refusals

As a covered employee, you have refused to test if you:

1. Fail to appear for any test (except a pre-employment test) within a reasonable time, as determined by Mecklenburg County.
2. Fail to remain at the testing site until the testing process is complete. An employee who leaves the testing site before the testing process commences for a pre-employment test has not refused to test.
3. Fail to provide a specimen for a drug or alcohol test. An employee who does not provide a specimen because he or she has left the testing site before the testing process commenced for a pre-employment test has not refused to test.
4. In the case of a directly observed or monitored urine drug collection, fail to permit monitoring or observation of your provision of a specimen.
5. Fail to provide a sufficient specimen for a drug or alcohol test without a valid medical explanation.
6. Fail or decline to take a second drug test as directed by the collector or Mecklenburg County.

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7. Fail to undergo a medical evaluation as required by the MRO or Mecklenburg County's Designated Employer Representative (DER).
8. Fail to cooperate with any part of the testing process.
9. Fail to follow an observer's instructions to raise and lower clothing and turn around during a directly observed urine drug test.
10. Possess or wear a prosthetic or other device used to tamper with the collection process.
11. Admit to the adulteration or substitution of a specimen to the collector or MRO.
12. Refuse to sign the certification at Step 2 of the Alcohol Testing Form (ATF).
13. Fail to remain readily available following an accident.

As a covered employee, if the MRO reports that you have a verified adulterated or substituted test result, you have refused to take a drug test.

As a covered employee, if you refuse to take a drug and/or alcohol test, you incur the same consequences as testing positive and will be immediately removed from performing safety-sensitive functions and provided with contact information for SAPs.

IX. Voluntary Self-Referral

Any employee who has a drug and/or alcohol abuse problem and has not been notified of the requirement to submit to reasonable suspicion, random, or post-accident testing or has not refused a drug or alcohol test may voluntarily refer her or himself to the MTS Supervisor, who will refer the individual to a substance abuse counselor for evaluation and treatment.

The substance abuse counselor will evaluate the employee and make a specific recommendation regarding the appropriate treatment. Employees are encouraged to voluntarily seek professional substance abuse assistance before any substance use or dependence affects job performance.

Any safety-sensitive employee who admits to a drug and/or alcohol problem will immediately be removed from his/her safety-sensitive function and will not be allowed to perform such function until successful completion of a prescribed rehabilitation program.

In the event that an employee self-refers to management, any positive test result obtained by MTS as a result of the self-referral will not be considered a violation of this policy or a positive test result under Federal authority. However, an employee who self-refers may be subject to additional testing under Federal authority and this provision in no way relieves the employee from the associated consequences.

X. Prescription Drug Use

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgment may be adversely affected must be reported to an MTS Supervisor. Medical advice should be sought, as appropriate, while taking such medication and before performing safety-sensitive duties.

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XI. Contact Person

For questions about Mecklenburg County's anti-drug and alcohol misuse program, contact Human Resources/Compliance via email at HR.Compliance@mecklenburgcountync.gov or via phone at 980-314-2777.

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Attachment A: Covered Positions		
Job Title	Job Duties	Testing Authority
Administrative Assistant II Dispatch	Incumbents are responsible for performing more complex data entry, compiling reports, transcribing meeting minutes, creating basic correspondence, conducting research and performing basic quantitative quality assurance reviews. High School Diploma, or G.E.D., and two years of clerical experience in area of assignment; or an equivalent combination of training and experience. Knowledge of applicable laws and regulations and departmental policies and procedures are required at this level. Dispatch role in answering calls, developing manifests and directing drivers to locations.	FTA- DOT
Social Service Program Coordinator	Incumbents have knowledge in a specialized area and are responsible for the overall functions of a program, ensuring quality control and appropriateness of the program, coordinating special projects, and preparing applicable reports. Incumbents in this class may also assist in the development of the program. Bachelor's Degree in related field and four years of experience in area of assignment or an equivalent combination of training and experience.	FTA- DOT
Transportation Services Supervisor	Supervises the daily operations of the transportation program. Ensures that service is responsive and that funding source requirements are met, that operational procedures are followed, and performance goals are achieved, and that service delivery is productive, professional, and cost efficient. High school diploma and three years of experience in paratransit industry preferably supplemented by one year in supervisory experience.	FTA- DOT
Commercial Driver	Transports county residents, program participants and staff to various destinations and events. High school diploma or GED, Commercial Driver's License (CDL), "C" Class license minimum with a "P" endorsement, acceptable driving record per county standards and ability to drive a light transit vehicle (LTV).	FTA- DOT

The Mecklenburg County FTA Drug and Alcohol Policy is recorded in full in Ordinance Book 53, Document #11.

24-0445 LAND DONATION – THE UMBRELLA CENTER

Motion was made by Commissioner Leake, seconded by Commissioner Rodriguez-McDowell, and unanimously carried to authorize the County Manager to negotiate and execute all documents necessary for donation of Tax Parcel 133-011-50 (+/- 0.556 acres) from Safe Alliance, Inc in the City of Charlotte to the County for use as parking space for The Umbrella Center.

Background: The County purchased Tax Parcel 133-011-45 (+/- 2.89 acres) located at 4822 Albemarle Road in January 2023 to be used as a Family Justice Center. The facility is referred to as

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the "Umbrella Center." The Umbrella Center will serve as a single point of access for abuse victims to receive services that are trauma-informed through use of a victim-centered approach. This approach includes co-locating various agencies together and having a single intake process. The Umbrella Center will be staffed by multiple agencies with focus areas such as domestic violence, sexual assault, trafficking, and child and elder abuse.

Safe Alliance, who is partnering with the County on the renovation of the center, has purchased parcel 133-011-45 at 4830 Albemarle Road which is adjacent to the County-owned parcel. Safe Alliance proposes donating the parcel at 4830 Albemarle to the County to provide additional parking lot spaces and design options for the center.

Currently, there is a +/- 7,309 square foot vacant auto repair shop on the parcel. That building will be demolished as part of the renovation of the building and grounds. The renovation project is in the early design stages with construction anticipated to start in early 2025.

This item was pulled by Vice-Chair Jerrell & Commissioner Leake for clarity and/or public awareness.

COMMISSIONER REPORTS

24-0449 COMMISSIONER REPORTS

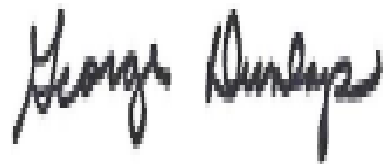
Commissioners shared information of their choosing within the guidelines as established by the Board, which included, but not limited to, past and/or upcoming events.

ADJOURNMENT

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, that there being no further business to come before the Board that the meeting be adjourned at 9:54.



Kristine M. Smith, Clerk to the Board



George Dunlap, Chair