

Meeting Minutes
March 5, 2025

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 Meeting Chamber Conference Room CH-14 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 Meeting Chamber of the Charlotte-Mecklenburg Government Center at 6:01 p.m. on Wednesday, March 5, 2025.

ATTENDANCE

Present: Chair Mark Jerrell, Vice-Chair Leigh Altman
and Commissioners George Dunlap, Arthur Griffin,
Laura J. Meier, Elaine Powell,
Susan Rodriguez-McDowell, Yvette Townsend-Ingram
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 Vilma D. Leake

-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:

25-0120 Commissioner Meier

STAFF BRIEFINGS - NONE

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): Personnel Matter.

The Board went into Closed Session at 5:17 p.m. and came back into Open Session at 5:55 p.m.

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The Board then proceeded to the Meeting Chamber for the remainder of the meeting.

-FORMAL SESSION-

CALL TO ORDER

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

AWARDS/RECOGNITION

25-0107 PROCLAMATION – SOCIAL WORKER APPRECIATION MONTH (COMMISSIONER SUSAN RODRIGUEZ-MCDOWELL)

Background: Social Worker Appreciation Month is celebrated in March each year. This month is dedicated to recognizing and honoring the invaluable contributions social workers make to society. The theme for Social Work Month 2025 is "Social Work: Compassion and Action". It highlights the importance of social workers' empathy and active engagement in addressing societal challenges. This theme encourages social workers to not only show compassion but also to take concrete actions to help individuals, families and communities reach their full potential. It also highlights the need for social workers to prioritize self-care to effectively support those in need.

County Manager Diorio gave remarks and introduced a short video.

Commissioner Rodriguez-McDowell read the proclamation.

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried, to adopt a proclamation declaring March 2025 as Social Worker Appreciation Month.

Kimberly Henderson, Director of Child Family Adult Services accepted the proclamation and gave remarks.



PUBLIC ART MOMENT – N/A

PUBLIC APPEARANCE

25-0137 PUBLIC APPEARANCE

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

1. Manuel Betancur Sales down in Mecklenburg County
2. Laura Lee Threats to Medicaid and Social Security

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APPOINTMENTS

25-0022 APPOINTMENTS – SMALL BUSINESS AND ENTREPRENEURSHIP ADVISORY BOARD

Background: Appointments are needed on the above said board. The purpose of this advisory board shall be to provide resident input, evaluations and recommendations relating to the interests, concerns and issues of small businesses and entrepreneurs in Mecklenburg County in coordination and cooperation with the Mecklenburg Office of Economic Development. The board will consist of 9 members and shall serve staggered two-year terms. To achieve staggered terms with the initial set of members, 4 initial members shall be appointed for initial three-year terms, and the remaining 5 initial members shall be appointed for initial two-year terms.

The following were nominated:

- Faith Butta – Commissioner Powell
- Nicholas Campion – Commissioner Meier
- Kelley Fluharty – Commissioner Dunlap
- Ieesha Griffin – Commissioner Griffin
- Shekinah Haywood – Commissioner Dunlap
- Braheen Hargrove – Commissioner Powell
- Sarepta Issac – Commissioner Rodriguez-McDowell
- Kevin Nickson – Commissioner Rodriguez-McDowell
- Aditya Upadhyay – Commissioner Rodriguez-McDowell
- Jamari Watkins – Commissioner Griffin

Appointments will be made at the Board’s next Regular Meeting.

PUBLIC HEARINGS – NONE

ADVISORY COMMITTEE REPORTS

25-0113 PUBLIC ART COMMISSION – ANNUAL REPORT

The Board received an Annual Report of the Public Art Commission.

Todd Stewart, Arts & Science Council, Vice President, Public Art gave the presentation.

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Cloud Lilies, Nova Jjang, 2023, Ella B. Scarborough Community Resource Center.



ARTS & SCIENCE COUNCIL

**ASC + Public Art Commission
Annual Board of County Commissioner's Report
Fiscal Year 2025**

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PUBLIC ART COMMISSION FISCAL YEAR 2025



SEKOU COOKE
(Appointee – Mecklenburg County – 1st Term ends 2026)
Professional Category: Education



ANDREW MARCO
(Appointee – Mecklenburg County – 1st Term ends 2027)
Professional Category: Business



SUSAN TOMPKINS*
(Appointee – Mecklenburg County – 2nd Term ends 2025)
Professional Category: Community



DR. DAVID GALL, CHAIR
(Appointee – City of Charlotte – 1st Term ends 2025)
Professional Category: Community



NINA FORD JACKSON
(Appointee – City of Charlotte – 1st Term ends 2026)
Professional Category: Education



LAUREN HARKEY*
(Appointee – City of Charlotte – 2nd Term ends 2027)
Professional Category: Business



HILARY BURT
(Appointee – ASC – 1st Term ends 2027)
Professional Category: Art + Design



DR. KEITH CRADLE
(Appointee – ASC – 1st Term ends 2027)
Professional Category: Art + Design



IRENE VOGELSONG*
(Appointee – ASC – 2nd Term ends 2025)
Professional Category: Art + Design

* Commissioners completing their second consecutive term

Background Image: *Aquifer*, Masayuki Nagase, 2010, Little Sugar Creek Greenway.

Public Art Commission Responsibilities

Recommend the Annual Work Plan to the Board of County Commissioners

Chair the Artist Selection Panels

Review and approve Artist Selection Panel recommendations

Approve all public art designs for Mecklenburg County

Represent the PAC at community meetings, dedications and special events

Ensure community outreach and citizen participation in the public art program

Monitor the overall development of the Public Art Collection—ensure that local and regional artist representation, balance over time, with respect to ethnicity and gender of artists selected, styles of expression, media and genre



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Public Art Program: Facts and Statistics

ASC Program Management for the:

- County
 - City
 - Airport
- Mecklenburg County 1% For Art Ordinance adopted on December 17, 2002.
 - Ordinance appropriates 1% of eligible capital improvement project funds for public art. 1% allocations are split 85% for Art Fees and 15% for ASC Administrative Fees.
 - ASC Scope: Planning, artist selection, contracting, community engagement, facilitation of fabrication and installation.
 - **203** Completed Projects to Date (County, City, Private)
 - Total Mecklenburg County Investment: **\$7,789,343+**
 - Total Mecklenburg County Projects: **89**
 - Total North Carolina Artists Commissioned for Mecklenburg County Projects: **49**



Of the Trees and of the Sky. Maja Godlewska, 2021.
Northern Regional Recreation Center.



**Mecklenburg County In-Progress
Public Art Projects**



DISCOVERY PLACE NATURE MUSEUM



Location: 1658 Sterling Rd
District: County – 5; City – 1
Art Budget: \$115,600
Project Scope: Site integrated sculpture
Media: Milled lumber, painted steel
Category: Park and Recreation
Status: Fabrication
CIP: Fiscal Year 2019
Anticipated Install: Winter 2026
Project Managers: Todd Stewart/Randella Davis



Walter Hood, Artist
(Hood Design Studio,
Principal)

Artist Statement: "A Couple of Trees" serve as an entry gateway beacon for the museum. Whimsical and evocative, "a Couple of Trees", mark the evolution of the site ecology whilst welcoming visitors to the new museum and outdoor exhibits. Through the reuse of salvaged wood branches from the Discovery Place site clearing and pruning process, "a Couple of Trees" memorializes the site's successional landscape.

MAIN LIBRARY



Location: 310. N. Tryon St
District: County – 4; City – 1
Art Budget: \$460,700
Project Scope: Grand Lobby Wall Artwork
Media: Wood Panels and Mirrored Acrylic
Category: Asset & Facility Management Charlotte Mecklenburg Library
Status: Fabrication
CIP: Fiscal Year 2020
Anticipated Install: Summer 2026
Project Manager: Todd Stewart



Tiff Massey, Artist

Artist Statement: This artwork is a reflection of my experience, inspired by the city's dynamic urban biology, the ever-evolving history etched into its streets, and the energy of its residents. Quilt Code 7 contributes to the design of its future, weaving threads of inspiration from my art practice into the fabric of the city. Quilt Codes are self-reflections, a mirror that holds not only my experiences but also the stories and histories of Charlotteans.

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EZELL FARMS COMMUNITY PARK



Location: 4101 Mintwood Road, Mint Hill
District: County – 6; City – NA
Art Budget: \$122,501 (\$73,100 + 49,401)
Project Scope: Integrated, free-standing sculptures
Media: Polycarbonate, powder coating
Category: Park and Recreation
Status: Fabrication
CIP: Fiscal Year 2019, 2021
Anticipated Install: May 2025
Project Manager: Randella Davis



Meredith Connelly,
Local Artist,
Regional Artist
Directory

Artist Statement: “Wings” is based on the wing segments of an American Painted Lady butterfly and will use translucent materials to engage the light of the sun, casting patterned shadows that will move and shift as the day passes. A series of three wing-like structures will be embedded into the ground, appearing to emerge from the earth, inspired by pollinators that inhabit the land, the gloriously structural elements of butterfly wings, and the ancient approach of using the sun to tell time.

IRWIN CREEK GREENWAY



Location: 6000 Statesville Rd (Nevin Community Park)
District: County – 3; City – 2
Art Budget: \$102,000
Project Scope: Free-standing sculpture
Media: Steel, galvanized wire rope, thermoformed Acrylite Premium
Category: Park and Recreation
Status: Ready for Installation
CIP: Fiscal Year 2020
Anticipated Install: April 2026
Project Manager: Randella Davis



Rachel Dickey,
Local Artist

Artist Statement: “Suspended Offering” is a custom fabricated wire canopy with 600 transparent collection suspended vessels that collect morning dew and fallen items from the trees above. As a means of coexisting with the natural surroundings, the vessels gather and adapt to the changing seasons and the natural environment. They collect and highlight with a transparent glow, frost in the winter, fallen leaves in autumn, raindrops in the spring, and sprigs of green in summer. Artist collaboration with design team for plaza design.

LONG CREEK GREENWAY



Location: 9841 Northlake Centre Parkway
District: County – 1; City – 4
Art Budget: \$131,750
Project Scope: Free-standing sculpture
Media: TBD
Category: Park and Recreation
Status: Community Engagement
Anticipated Install: TBD
Project Managers: Todd Stewart/Randella Davis



Studio KCA/Jason
Klimoski

Description: The artist will create freestanding artwork/s to be sited in a designated space between the vehicular roadway and the greenway trail. This location will be highly visible to vehicular traffic and pedestrians. The artwork will serve as a wayfinding element, acting as an unofficial trailhead to the Long Creek Greenway Northlake Parkway Centre entrance.

MAIN LIBRARY + SPIRIT SQUARE



Location: Duke Energy Theater Courtyard, 301 North Tryon St
District: County – 4; City – 1
Art Budget: \$340,000
Project Scope: TBD
Media: TBD
Category: Asset and Facility Management
Status: Contract Execution
Anticipated Install: TBD
Project Manager: Todd Stewart

Artist TBD

Description: The Duke Energy Theater Courtyard is an open-air courtyard occupying a space that evokes the multiple intersections of life, history, and place of Charlotte. The space has direct adjacency to, and visibility of, the shared lobby with the New Main Library and the historic exterior façade of the Duke Energy Theater. There is great potential for experiences that are immersive, site-specific, and flexible to accommodate other programs and activities. Artists with experience working in a broad range of materials, including but not limited to light and sound, and processes will be considered for this opportunity.

PARK RD PARK



Location: 6220 Park Rd
District: County – 5; City – 6
Art Budget: \$70,173
Project Scope: Free-standing sculpture
Media: Stainless steel
Category: Park and Recreation
Status: Final Design
Anticipated Install: July 2025
Project Managers: Randella Davis



Oliver Lewis,
Local Artist
Regional Artist
Directory

Artist Statement: The state of North Carolina has one of the most unique wildflowers that could be the centerpiece of any bouquet. *Lilium michauxii*, commonly known as the Carolina lily, is the state's official wildflower. The anatomy of the flower and plant became central to the design of my artwork. During the day stands a stainless-steel low poly construction of the Carolina Lily's budding stage, and at night, lights within cast a display of a flower in full bloom and leaves at the height of maturity.

NAOMI DRENAN RECREATION CENTER



Location: 750 Beal St
District: County – 5; City – 6
Art Budget: \$63,750
Project Scope: Exterior Mural
Media: Exterior acrylic paint, spray paint, anti-graffiti sealant
Category: Park and Recreation
Status: Ready for Installation
Anticipated Install: April 2025
Project Manager: Randella Davis



Bree Stallings,
Local Artist
Regional Artist
Directory

Artist Statement: The motifs chosen are the visual interpretation of the community's feedback representing the sunshine after a tumultuous storm; planting, growing and harvesting of food to share. There are multi-generational learning experiences included in the design as well as raindrops/tears fertilizing the soil making room for new prosperity. In addition, silhouettes of recreational activities that occur at the center are present, creating a place for safety, experimentation and community building.

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EASTLAND PARK



Location: 5471 Central Ave
District: County – 6; City – NA
Art Budget: \$136,432
Project Scope: Integrated artworks
Media: TBD
Category: Park and Recreation
Status: Contract Execution
Anticipated Install: Fall 2026
Project Manager: Todd Stewart

LATTA PLACE



Visitors walking towards historic structures at Latta Place, provided by The Design Minds, Inc.

Location: 5225 Sample Rd, Huntersville
District: County – 1; City – NA
Art Budget: \$121,957
Project Scope: Integrated design
Media: TBD
Category: Park and Recreation
Status: Artist Selection
Anticipated Install: TBD
Project Manager: Randella Davis



Anna Dean,
Local Artist

Description: Mecklenburg County Park and Recreation is designing a new ~4.5 acre urban park in East Charlotte, NC on the site of the Eastland Yards development and former Eastland Mall.

The selected artist/s will be asked to create a public artwork that can serve as a unique, integrated design feature of Eastland Park. This artwork should demonstrate themes of history, fitness, and strengthening community. The Eastland Park multi-sport court has been identified as the artwork site, the artist/s will be active in directing the design and preparation of the site/s.

Artist, TBD

Description: Mecklenburg County Park and Recreation is designing a new visitor center at Latta Place that will host exhibit space, restrooms, a gift store, staff offices, and programming space. New trails will make the historic and recreated structures physically accessible to all visitors. The selected artist will have the opportunity to create an integrated artwork, freestanding sculpture, or series of sculptures that can provide visitors with an opportunity to pause and reflect on the powerful, emotional connections and perspectives reflective of the enslaved people's experience.

Mecklenburg County Completed Public Art Projects



Project: Torrence Creek Tributary
Title: "State of Flow"
Location: Underpass at Trailhead Entrance - Huntersville Gateway Park and Ride Huntersville, NC
District: County – 1
City – NA
Art Budget: \$255,000
Project Scope: Programmed Static Lighting in Pedestrian Tunnel
Media: GoBo Projectors and Colorblast Powercore gen4 Lighting Fixtures
Category: Park and Recreation
CIP: Fiscal Year 2020
Installed: June 2024
Project Manager: Randella Davis



Adam Buente, Artist
(Project One Studio, Principal)

Artist's Statement:

"State of Flow" is an artwork concerning Huntersville's history, culture, and sources of water. Lake Norman, Torrence Creek, and McDowell Creek influence the lives and prosperity of the residents of Huntersville. Project One Studio's artwork celebrates this important resource by merging abstract representations of movement, liquidity, and ephemerality into an immersive light installation.

Maps of local water bodies were used to create the flowing line graphics projected onto the tunnel walls. The various designs call to mind a flock of birds, climbing vines, the speckled layout of the wetlands, or the flow of the creeks and rivers. The lights that make up the graphic are all individually unique, but they come together to form a cohesive whole, much like the Huntersville community.

State of Flow, also references achieving a flow state of mind while exercising, performing activities on the trail, or observing the natural beauty of the area.

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Project: Druid Hills Park
Title: "Love Never Loses its Way Home"
Location: 2801 Poinsett St
District: County – 3
 City – 1
Art Budget: \$33,500
Project Scope: Integrated low-relief mural and linear street mural
Media: Digital print on custom ceramic tiles; Preformed Thermoplastic
Category: Park and Recreation
CIP: Fiscal Year 2020
Installed: May/June 2024
Project Manager: Randella Davis



Mural Detail



Monique Luck, Local Artist
 Regional Artist Directory

Artist's Statement:

"Love Never Loses Its Way Home" celebrates the resiliency of the Druid Hills Community. The expressive image of the tree included in the mural references a tree previously growing in the center of the park. Its roots run deep, as deep as the sense of community pride in Druid Hills. The lively colors highlight the vibrancy of the community. Images of hands throughout the tree lift the community and strengthen it.

The Roddey Avenue Street Mural flowing in front of the pavilion represents water. Water nourishes the park, the trees, the garden, and in turn nourishes the community as it evolves and grows.

Project: Storm Water Flood Markers
Title: "Diver"
Location: Mallard Creek Greenway; possible additional locations
District: County – 4
 City – 2
Art Budget: \$39,000
Project Scope: Free-standing Sculpture
Media: Steel, paint
Category: Park and Recreation
CIP: Fiscal Year 2020
Installed: April 2024
Project Manager: Todd Stewart



Detail



Marek Ranis, Local Artist
 Regional Artist Directory

Artist's Statement:

"Diver," a large-scale and abstracted human head with a 12 ft snorkel is intended to warn and educate Mecklenburg County residents about the possible floods in their community. Through a sense of humor and a level of absurdity, Diver is using humor and a sense of surprise to create a memorable experience, provide an opportunity for a funny photoshoot but also a moment of pause and understanding of the potential environmental conditions that the Mecklenburg County Creek system at large may be facing. Diver design allows for easy replication and installation, with water marks/rings open for possible customization for various locations.

Fiscal Year 2026 Public Art Planning

CIP Project	Site Address	1% Allocation	85% Art Budget	Notes
Community Resource Center (EAST)	TBD	\$1,133,000	\$963,050	
Wallace Pruitt Recreation Center	501 S Bruns Ave, Charlotte	\$36,907	\$31,371	
Colonel Francis Beatty Park	4330 Weddington Rd, Matthews	\$20,093	\$17,079	
McDowell Greenway	Gilead Rd to Beatties Ford Rd	\$190,859	\$162,230	
Bryant Park	1701 W Morehead St	\$96,528	\$82,049	
Ribbon Walk Nature Preserve	4601 Nevin Rd	\$117,811	\$100,139	
Briar Creek Greenway	Central Ave to Monroe Rd	\$113,272	\$96,281	
Rozelles Ferry and Hay Market Nature Preserves	Mt. Island Lake	\$74,573	\$63,387	

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Further Information:

Staff Contacts:

Todd Stewart
Vice President, Public Art
704-335-3273
todd.stewart@artsandscience.org

Randella Davis
Program Director, Public Art
704-335-3262
randella.davis@artsandscience.org

Zainab Elrahal
Project Manager, Public Art
704-335-3054
zainab.elrahal@artsandscience.org

ASC Website:
<https://www.artsandscience.org/>

ASC Public Art:
<https://www.artsandscience.org/programs/for-community/public-art/>

Calls to Artists:
<https://www.artsandscience.org/resources-for/artists/calls-to-artists/>

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Westside Unity. Abel Jackson. 2023. Stewart Creek Greenway.

Thank You!



Comments

Commissioner Dunlap said he would like the ASC to catalog all public art and display it on their website. He said he noticed that in the presentation, the new pieces of art that were coming were listed with the location and address of where they would be displayed, but the ones that were already out there were just listed by the location but not an address and people may not know where that location was. *Mr. Stewart said they partnered with Geospatial Services in Mecklenburg County to map the entire collection, not just the County, but the City, and some private projects as well and they were in the process of updating that. He said with the new inventory of the last projects, as well as taking their inventory of professional photographs of each project and adding those to the list, either through the park map explorer or the ASC website they could go to the interactive map and look at specific geographic regions to see where artwork was located.*

Commissioner Rodriguez-McDowell thanked the commission and stated that she thought the \$7.8 million budget for 22 years was money that was well spent on the 89 projects. She asked if the additional piece on the main library was planned. *Mr. Stewart said that they listed it as a new main library, part of the Spirit Square Development, so in terms of that whole block, there were future*

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allocations after Tiff Massey was commissioned for her piece specific to the new main library, so that was how they were able to get that one to be an exterior piece.

Commissioner Powell stated that she had walked through the Torrence Creek Greenway many times, and she loved the way the art was there and the flood marker art. show people, in the floodplain, what happened when it rained there. She said also loved Druid Park.

Commissioner Meier, regarding Torrence Creek, said they needed to be able to combat the graffiti. *Mr. Stewart stated that they decided to use light. He said light was projected onto the tunnel to prevent anyone from putting graffiti on the artwork. He said there were studies that showed the artwork to be a deterrent to graffiti. He said maintenance had an anti-graffiti coating to put on top of the murals. He said they were working with County Staff very closely on the durability of the materials that the artists were using.*

Commissioner Griffin stated that he went to Pearl Street Park and fell in love with public art, and he thanked the artists for their work.

MANAGER'S REPORT

DEPARTMENTAL DIRECTORS' MONTHLY REPORTS – NONE

STAFF REPORTS & REQUESTS - NONE

COUNTY COMMISSIONERS REPORTS & REQUESTS – NONE

CONSENT ITEMS

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

25-0115 GRANT APPLICATION – NORTH CAROLINA LAND AND WATER FUND – RESTORATION PROGRAM

Authorize the County Manager to apply for NC Land and Water Fund (NC LWF) Restoration Program grant funding of up to \$900,000 to be used for the restoration of McDowell Creek from Beatties Ford Road to the confluence with Torrence Creek.

Background: The County's Storm Water Capital Improvement Program (CIP) began restoring Mecklenburg County creeks and floodplains to improve water quality in 1997. The program is funded with revenue from Storm Water fees. In 2021, Storm Water began implementing a 15-year CIP consistent with goals in the Environmental Leadership Action Plan (ELAP). By 2036, 69 additional miles of major creeks will be stable and partially supporting of diverse aquatic life. These natural infrastructure investments have many other benefits to greenway systems, increasing native plants/trees, open space, aesthetic improvements, and corridors for wildlife.

Staff seeks to pursue a grant from the NC Land & Water Fund (NC LWF previously known as the Clean Water Management Trust Fund) for 9,170 feet of stream restoration in McDowell Creek from Beatties Ford Road to the confluence with Torrence Creek in the amount of \$900,000. The grant application is due March 1, 2025. Staff submitted the application on time; however, the application will be withdrawn if not approved by the Board. Since 1997, the NC LWF has provided more than \$22,000,000 in funding for projects in Mecklenburg County.

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Storm Water Services is working in partnership with Park and Recreation to design and construct both the greenway and stream project in the corridor. Storm Water Services is coordinating with Park and Recreation to ensure the stream project is designed and constructed in support of the greenway. Additionally, Storm Water Services has been coordinating property and easement acquisition in the project corridor with Asset and Facility Management. In addition to traditional stream restoration techniques, Storm Water Services will construct freshwater mussel habitat and relocate individuals to the project area in an effort to reintroduce mussels to this section of McDowell Creek.

25-0117 STORM WATER PROGRAM – HAZARD MITIGATION CATAWBA RIVER FLOODPLAIN ACQUISITION – SUMMERS PROPERTY

Accept the Offer of Sale of Real Estate from Sharon Summers, owner of property located at 10501 Beagle Club Rd, Charlotte, NC (tax parcel 031-152-33), for \$59,289.

Authorize the Charlotte-Mecklenburg Police and Fire Departments to use the structure for training exercises.

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.

At the November 6, 2024 Mecklenburg Board of County Commissioners (BOCC) meeting, the BOCC adopted the MECKLENBURG COUNTY RESOLUTION ADOPTING GUIDELINES FOR A VOLUNTARY BUYOUT AND RETROFIT GRANT PROGRAM FOR FLOODPLAIN STRUCTURES THAT SUSTAINED FLOOD DAMAGE FROM TROPICAL STORM HELENE ON SEPTEMBER 25, 2024 OR AFTER which set out guidelines for use of the Storm Water Capital Reserve for voluntary buyouts and retrofit grants for floodplain structures that sustained flood damage from Tropical Storm Helene. This property was selected for possible acquisition using criteria listed in the adopted Resolution.

The requested actions will consist of acquiring the property and demolishing the existing home. The purchase price is based upon the pre-flood tax value plus 7% minus documented flood damages from the September 2024 event. The structure was 100% damaged by the flood. The owners have voluntarily offered to sell to the County for the tax value of the land plus 7% as outlined in the November 6, 2024, resolution.

Storm Water Services staff allows the Charlotte-Mecklenburg Police Department and the City of Charlotte Fire Department training opportunities for police and fire personnel prior to demolition of flood prone buildings.

25-0118 STORM WATER PROGRAM – HAZARD MITIGATION CATAWBA RIVER FLOODPLAIN ACQUISITION – BROWN PROPERTY

Accept the Offer of Sale of Real Estate from Robert and Linda Brown, owner of property located at 1112 Riverside Drive, Charlotte, NC (tax parcel 031-152-03), for \$70,192.

Authorize the Charlotte-Mecklenburg Police and Fire Departments to use the structure for training exercises.

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.

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Storm Water Services staff allows the Charlotte-Mecklenburg Police Department and the City of Charlotte Fire Department training opportunities for police and fire personnel prior to demolition of flood prone buildings.

25-0121 BUDGET AMENDMENT- SHERIFF'S OFFICE SPECIAL REVENUE FUND (REVENUE AND EXPENSE INCREASE)

Recognize, receive and appropriate \$959,939.70 from Inmate Commissary revenue to the Sheriff's Office Special Revenue Fund (8521). (6100) and

Recognize, receive and appropriate \$448,634.43 from Vocational Facility telephone revenue to the Sheriff's Office Special Revenue Fund (8521). (6105) and

Recognize, receive and appropriate \$638,751.32 from concealed handgun permit fees to the Sheriff's Office Special Revenue Fund (8521). (6102)

Background: All funds collected through Jail commissary operations are to be used for detention resident education, library and self-sufficiency programs, as well as supplies and equipment to support the programs (ordinance attached). In addition to programs for residents in custody, the programming is for the newly released residents also, as they transition to reintegrate into society through the re-entry services available.

All funds received from 33.1 percent of commissions from the inmate telephone system are to be used for inmate vocational education programs.

The Sheriff's Office share of all funds resulting from the issuance of concealed carry permits will be used for law enforcement purposes only. These funds will be used for the purchase of supplies and equipment as necessary but will not be used for the purchase of information technology.

25-0124 BUDGET AMENDMENT – SHERIFF'S OFFICE – U.S. DEPARTMENT OF JUSTICE – 2024 JUSTICE ASSISTANCE GRANT

Adopt a grant project ordinance for the 2024 Justice Assistance Grant in the General Grants Fund (G001) and

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Recognize, receive, and appropriate \$85,434.00 in federal revenue from the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant (JAG) to the General Grants Fund (G001) within the Sheriff's Office.

Background: The Mecklenburg County Sheriff's Office (MCSO) had been receiving the U.S. Department of Justice Edward Byrne Memorial Justice Assistance (JAG) grant since 2012.

Estimates for the following requested initiatives are listed below:

Detention Center Camera Upgrade *\$2,539.00*

MCSO will purchase Detention Products to upgrade cameras in the Detention center. The upgraded cameras will enhance monitoring security.

Leadership Development Emotional Training *\$19,468.00*

First Line Staff and Captains from MCSO will attend Leadership Development Emotional Training. The purpose of this training is to support the Sheriff Office by addressing critical decision-making skills such as self-awareness and emotional intelligence pertaining to law enforcement personnel. The training will focus on empowering officers/deputies to communicate effectively with the community, strategic decision making for officer/deputy safety and, aiding the community in understanding the responsibility of Sheriff Department personnel.

Retention and Recruitment Advertisement Campaign *\$42,720.00*

MCSO will continue their advertising campaign that will highlight Detention Officer and Deputy Sheriff employment opportunities and the benefits that come along with them. MCSO will partner with an affiliate to run a series of digital advertisements developed in both English and Spanish for broadcast via the affiliate's digital website and mobile application.

Sheriff Response Team Equipment *\$10,742.00*

MCSO will purchase 15 Eotech Holographic Sight Reticle Patterns w/68 MOA Rings, 15 MAGpul PMAG 30RD AR/M2 Gen M2 MOE Magazines, 15 Blue Force Gear Vickers Push Button Sling Swivels, and 15 MAGpul RSA QD Rail Sling Attachments. This equipment will be necessary for early morning SRT operations such as warrant services to identify targets. This equipment will also provide deputy safety when entering occupied dwellings.

Traffic Enforcement Unit Equipment *\$9,965.00*

MCSO will purchase 4 Road Flares, 4 Measuring Wheels, 4 Breakaway Vests, 4 License Scanners, 1

Lidar Stalker XLR, 12 Blood Specimen Kits, and 5 Stream Light Safety Wands. These items will support MCSO by assisting with the enforcement of traffic laws and the resolution of traffic accidents.

GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County has been awarded a grant from the U.S. Department of Justice. The grant has been made available to Mecklenburg County under the Edward Byrne Memorial Justice Assistance Grant (JAG) in the amount of \$85,434.00; and

WHEREAS, the grant funds must be used by state and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system; and

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 by the U.S. Department of Justice 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 Edward Byrne Memorial Justice Assistance 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 U.S. Department of Justice.

Section 3. The following revenues are anticipated for Mecklenburg County in the General Grants Fund to complete this project:

Edward Byrne Memorial Justice Assistance Grant (JAG) \$85,434.00

Section 4. The following expenses are appropriated for Mecklenburg County in the General Grants Fund to complete this project:

Edward Byrne Memorial Justice Assistance Grant (JAG) \$85,434.00

Adopted this _____ day of _____

Clerk to the Board

Grant Project Ordinance recorded in full in Ordinance Book 54, Document #1.

**Meeting Minutes
March 5, 2025**

JustGrants Award Number: 15PBJA-24-GG-05352-JAGX

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

**2024 BYRNE JUSTICE ASSISTANCE GRANT (JAG)
PROGRAM AWARD AGREEMENT**

This Agreement (the "Agreement") is entered into and made effective as of the _____ day of _____, 2025 (the "Effective Date") by and between the Mecklenburg County (the "County"), a County of the State of North Carolina, and the City of Charlotte, a North Carolina municipal corporation (the "City"), specifically, the Charlotte Mecklenburg Police Department (the "CMPD").

RECITALS

WHEREAS, this Agreement is made under the authority of the North Carolina General Statute § 160A-17.1 and § 153A-14; and,

WHEREAS, the City and the County believe it is in their best interests and the interests of the public for the City to allocate a portion of the 2024 JAG Program Award to the County for disbursement to the Mecklenburg County Sheriff's Office ("MCSO").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

AGREEMENT

1. The City, as fiscal agent and applicant shall submit a joint application for a 2024 Edward Byrne Memorial JAG Program Award in the amount of five hundred sixty-nine thousand five hundred twenty-nine dollars (\$569,529.00).
2. Upon receipt of the Award, the proceeds will be deposited into the general depository bank account of the City.

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3. The City agrees to allocate eighty-five thousand four hundred thirty-four dollars (\$85,434.00) to the County. The City's portion of the Award shall be four hundred eighty-four thousand ninety-five dollars (\$484,095.00) to be used for expenditure on the items specified in the City of Charlotte and Mecklenburg County 2024 JAG Program Budget Law Enforcement Improvements ("Program Budget"), attached hereto, and incorporated by reference as Exhibit A.
4. The County agrees to accept this allocation and disburse eighty-five thousand four hundred thirty-four dollars (\$85,434.00) to the MCSO to be used for expenditure on the items specified in Exhibit A, the Program Budget, within the award's period of performance.
5. The County agrees not to obligate, expand, or drawdown any award funds until OJP has reviewed, approved, and issued an Award Condition Modification to remove the hold on any applicable special conditions.
6. The County agrees not to obligate, expand, or drawdown any award funds until OCFO has reviewed and approved the budget associated with this award.
7. The City and the County shall use all JAG Award proceeds for law enforcement improvements and shall not expend any of the JAG Award proceeds for administrative costs to manage the Award.
8. The City and the County shall be responsible for their own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.
9. The City and County shall comply with the DOJ Grants Financial Guide, all JAG Award requirements, providing timely information to the CMPD upon request for quarterly grant reporting, and compliance with all Grant Special Conditions, as required by the U.S. Department of Justice. Noncompliance may result in the withholding and/or rescinding of grant funds.
10. The City and County shall comply with the DOJ Grants Financial Guide Section 3.14 Subrecipient Management and Monitoring and City's Subrecipient Management Policy and subject to risk assessment process, required subrecipient monitoring and audit process by the prime award recipient; including permitting access to documents required for audit, and resolution process when there is an audit finding.
11. The County shall submit to the CMPD quarterly accountability metrics data on training that its sworn law enforcement personnel have received related to use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public in accordance with JAG Award special conditions.
12. The County shall submit to the CMPD quarterly financial and expenditure report packets to receive reimbursement. The quarterly financial and expenditure report packets, submitted by the County no later than the 21st day following the close of the end of each quarter, will consist of the County invoice payable by the City, a summary of the expenditures, itemized invoices for all expenditures listed, asset record if applicable, description of procurement method if applicable, and other documents as required per DOJ

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Grants Financial Guide. Incomplete report packet will not be reviewed and will be returned for adjustment and resubmission.

- 13.** The County shall complete the quarterly Performance Measure Report no later than the 21st day following the close of the end of March, June, September, and December in accordance with the federal government's fiscal calendar. The Performance Measure Report consists of multiple choice and narrative questions and shall detail progress made towards stated grant goals and any challenges encountered during the designated period of performance. Questions are subject to change based on BJA's requirements.
- 14.** The City and the County shall be responsible for their own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party. The City and County shall comply with the DOJ Grants Financial Guide, all Award requirements, providing timely information to the CMPD upon request for quarterly grant reporting, and compliance with all Grant Special Conditions, as required by the U.S. Department of Justice. All Financial Managers for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the effective date. Successful completion of such a training on or after January 1, 2021, will satisfy this condition. Certificates of completion shall be submitted to the CMPD as proof of compliance. If a new an "OJP financial management and grant administration training" by 120 days after the assignment and submit a certificate of completion to the CMPD. Noncompliance may result in the withholding and/or rescinding of grant funds. The City and County shall comply with the DOJ Grants Financial Guide Section 3.14 Subrecipient Management and Monitoring and City's Subrecipient Management Policy and subject to risk assessment process, required subrecipient monitoring and audit process by the prime award recipient; including permitting access to documents required for audit, and resolution process when there is an audit finding.
- 15.** The County shall comply with its documented procurement procedures which reflect applicable State and local statutes and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR Part 200.320. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.
- 16.** All procurement transactions must be conducted in a manner that provides full and open competition as described in 2 CFR Part 200.319. All procurement methods and vendor selection process must be documented and be available upon request by the CMPD. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.
- 17.** Prior authorization from the CMPD is required to incur any recruitment campaign or advertising-related grant expenditures. To obtain authorization, the County shall submit drafts of all recruitment campaign materials to the CMPD for review to verify that the content is in compliance with requirements set forth in 2 CFR Part 200.421 as a condition of reimbursement no later than 30 days prior to the planned date of publication. The County understands that this process may also require approval from the primary granting agency. Non-compliance or audit finding may result in need for the County as sub-grantee to return grant funds.

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18. Necessary Federal Contract Terms and Conditions are attached and incorporated into this agreement as Exhibit D. Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between this Exhibit and the terms of the main body of the Agreement or any other exhibit or appendix, the terms of this Exhibit shall govern.

19. This Agreement does not create any obligations express or implied other than those set out herein and shall not create any rights in any third party not a signatory hereto.

IN WITNESS WHEREOF, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have caused this Agreement to be executed on the date first written above.

ATTESTED:

MECKLENBURG COUNTY

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ATTESTED:

CITY OF CHARLOTTE:

BY: _____

BY: _____

TITLE: _____

TITLE: _____

**Meeting Minutes
March 5, 2025**

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**Exhibit A
City of Charlotte and Mecklenburg County 2024 JAG Program Budget**

Police Cadet Program \$303,834.00

The Cadet Program will provide 10 qualified students, actively enrolled in a local college, an opportunity to work in a professional, law enforcement environment, while learning about and training for future employment as a Police Officer with the Charlotte-Mecklenburg Police Department. The program's intent is to enhance the participating student's knowledge of the CMPD and all operating aspects so that when the participant turns 21, he or she may enter a career as a Charlotte-Mecklenburg Police Officer. As Police Cadets work in different areas of the department, they will develop the necessary skills to make them the type of officer CMPD needs to be successful in its mission to prevent the next crime.

Police Cadets are assigned to various units within the CMPD, based on unit need. Students entering the program as freshmen may be assigned to tasks that may not require as much in-depth knowledge of the department's function as a more experienced student in the program.

Among other duties, Cadets:

- Will receive extensive training in the use of department databases and reporting systems, Police Communications, Ethics, and Smith System Safe Driving techniques, among other training
- Will be evaluated, according to attendance, grades, uniform, appearance, completion of work assignments, among other areas of work-based performance
- Will maintain eligibility for full-time employment as a CMPD Employee

Crime Laboratory Overtime \$7,752.00

Funds will be used for the analysis of forensic evidence in criminal cases designated as "priority" by the CMPD and to reduce periodic backlogs in evidence analysis. The funds will be used by the CMPD's Crime Laboratory Division including DNA, Fingerprints, and Firearms. These include cases where police need to identify a suspect, establish links between cases or rapidly clear a high-profile case or series of cases which are creating fear in the community. The funds will also be used to reduce periodic backlogs in evidence analysis. The use of the overtime funding will be determined based upon the CMPD's needs during the grant period.

Patrol Overtime \$172,509.00

Patrol overtime funds are crucial to the success of the City of Charlotte's crime reduction strategy. These funds will provide overtime for enforcement and problem-solving initiatives allowing patrol officers to address crime problems at the neighborhood level, including responding to emerging crime trends, identifying, and targeting suspects, chronic crime trends, and working with partners to address the enablers of crime. The funds will also be used to address drug and/or gang issues at the neighborhood level.

The Mecklenburg County Sheriff Office's (MCSO) budget for \$85,434.00 in JAG funding consists of the following four (5) components:

Detention Center Camera Upgrade \$2,539.00

MCSO will purchase Detention Products to upgrade cameras in the Detention center. The upgraded cameras will enhance monitoring security.

Leadership Development Emotional Training \$19,468.00

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First Line Staff and Captains from MCSO will attend Leadership Development Emotional Training. The purpose of this training is to support the Sheriff Office by addressing critical decision-making skills such as self-awareness and emotional intelligence pertaining to law enforcement personnel. The training will focus on empowering officers/deputies to communicate effectively with the community, strategic decision making for officer/deputy safety and, aiding the community in understanding the responsibility of Sheriff Department personnel.

Retention and Recruitment Advertisement Campaign **\$42,720.00**

MCSO will continue their advertising campaign that will highlight Detention Officer and Deputy Sheriff employment opportunities and the benefits that come along with them. MCSO will partner with an affiliate to run a series of digital advertisements developed in both English and Spanish for broadcast via the affiliate's digital website and mobile application.

Sheriff Response Team Equipment **\$10,742.00**

MCSO will purchase 15 Eotech Holographic Sight Reticle Patterns w/68 MOA Rings, 15 MAGpul PMAG 30RD AR/M2 Gen M2 MOE Magazines, 15 Blue Force Gear Vickers Push Button Sling Swivels, and 15 MAGpul RSA QD Rail Sling Attachments. This equipment will be necessary for early morning SRT operations such as warrant services to identify targets. This equipment will also provide deputy safety when entering occupied dwellings.

Traffic Enforcement Unit Equipment **\$9,965.00**

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Exhibit B
Approved RCA
City of Charlotte

JustGrants Award Number: 15PBJA-24-GG-02089-JAGX



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

Agenda Date: 1/13/2025

APPROVED BY CITY COUNCIL

Agenda #: 16. **File #:** 15-23856 **Type:** Consent Item

U.S. Department of Justice FY 2024 Edward Byrne Memorial Justice Assistance Grant

Action:

Adopt a resolution authorizing the City Manager, or his designee, to enter into a memorandum of understanding with Mecklenburg County as a law enforcement partner.

Staff Resource(s):

Johnny Jennings, Police
David Robinson, Police
Tonya Scott, Police

Explanation

- Each year, the city applies for and receives the Edward Byrne Memorial Justice Assistance Grant.
- The grant will fund the Police Cadet Program, as well as overtime for neighborhood patrols and crime lab staff.
- The grant requires that Mecklenburg County receive a portion of the total award as a law enforcement partner.
- The city's share of the funding will be \$484,095; Mecklenburg County will receive \$85,434.
- No matching contribution from the city is required.

Fiscal Note

Funding: Edward Byrne Memorial Justice Assistance Grant

Attachment(s)

Memorandum of Understanding

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January 13, 2025
Resolution Book 55, Page 451

Exhibit C
Signed Resolution

**RESOLUTION PASSED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE,
NORTH CAROLINA ON JANUARY 13, 2025**

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

WHEREAS, the City of Charlotte will reimburse the North Carolina Department of Transportation (NCDOT) for the replacement of and improvements to the Charlotte Water owned water and sanitary sewer lines located within the North Carolina Department of Transportation's (NCDOT) highway improvements project BP10-R013, located in Council District 3 along Shopton Road between the intersections with Ayrshire Glen Place and Laurel Valley Road. The purpose of the project is to widen Shopton Road and replace the bridge over Coffey Creek.

WHEREAS, Charlotte Water will reimburse the NCDOT for actual costs of the project estimated to be \$258,617; and

WHEREAS, Charlotte Water has programmed funding for said water and sanitary sewer construction; and,

WHEREAS, under the proposed Agreement and subject to the Agreement provisions, the City of Charlotte shall reimburse the NCDOT for actual construction costs.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

That the Municipal Agreement between the NCDOT and the City of Charlotte and Charlotte Water, is hereby formally approved by the City Council of the City of Charlotte and that the City Manager, or his designee, and Clerk of the City of Charlotte are hereby empowered to sign and execute the Municipal Agreement with the NCDOT.

Adopted this the 13th Day of January, 2025 in Charlotte, North Carolina.

January 13, 2025
Resolution Book 55, Page 452

CERTIFICATION

I, Stephanie C. Kelly, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of a Resolution adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 13th day of January 2025, the reference having been made in Minute Book 159 and recorded in full in Resolution Book 55, Page(s) 451-452.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this 13th day of January 2025.



Handwritten signature of Stephanie C. Kelly in cursive script.

Stephanie C. Kelly, City Clerk, MMC, NCCMC

**EXHIBIT D
FEDERAL CONTRACT TERMS AND CONDITIONS**

This Exhibit is attached and incorporated into the 2024 Byrne Justice Assistance Grant (JAG) Program Award Agreement (the "Agreement") between the City of Charlotte and the Mecklenburg County (the "County"). Capitalized terms not defined in this Exhibit shall have the meanings assigned to such terms in the Agreement. In the event of a conflict between this Exhibit and the terms of the main body of the Agreement or any other exhibit or appendix, the terms of this Exhibit shall govern.

1. **Debarment and Suspension.** The County represents and warrants that, as of the Effective Date of the Agreement, neither the County nor any subcontractor or subconsultant performing work under this Agreement (at any tier) is included on the federally debarred bidder's list listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." If at any point during the Agreement term the County or any subcontractor or subconsultant performing work at any tier is included on the federally debarred bidder's list, the County shall notify the City immediately.
2. **Record Retention.** The County certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The County further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three (3) years after it receives City notice that the City has submitted final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.
3. **Procurement of Recovered Materials.** The County represents and warrants that in its performance under the Agreement, the County shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. **Clean Air Act and Federal Water Pollution Control Act.** The County agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
5. **Energy Efficiency.** The County certifies that the County will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** The County certifies that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the County, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal

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JustGrants Award Number: 15PBJA-24-GG-02089-JAGX

- grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the County shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
 - c. The County shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** If the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the County must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the County is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in the work week. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or purchases of transportation or transmission of intelligence.
 8. **Right to Inventions.** If the federal award is a "funding agreement" under 37 CFR 401.2 and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment of performance or experimental, developmental or research work thereunder, the City must comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
 9. **DHS Seal, Logo, and Flags.** The County shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 10. **Domestic (U.S.) Procurement Preference.** The County should, to the greatest extent practicable, purchase, acquire, or use goods, products, or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this clause, (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous materials such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
 11. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, County, or any other party pertaining to any matter resulting from the Agreement.

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

The bidder, contractor, or subcontractor, as appropriate, certifies to the best of its knowledge and belief that neither it nor any of its officers, directors, or managers who will be working under the Agreement, or persons or entities holding a greater than 10% equity interest in it (collectively "Principals"):

1. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any or state department or agency in the United States;
2. Have within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust or procurement statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are presently indicted for or otherwise criminally or civilly charged by a government entity, (federal, state, or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award or in some instances, criminal prosecution.

Signature of Authorized Representative (Prime Contractor)

(Print Name)

(Title)

Date

I am unable to certify to one or more the above statements. Attached is my explanation.

Signature of Authorized Representative (Prime Contractor)

(Print Name)

(Title)

Date

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BYRD ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of and Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form—LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96)].
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including all subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Mecklenburg County (the "County") certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the County understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Signature of Representative: _____

Printed Name of Representative: _____

Date: _____

Company Name: _____

Address: _____

City/State/Zip: _____

Memorandum of Understanding recorded in Ordinance Book 54, Document #2

Meeting Minutes
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**25-0125 AMENDMENT TO DOCK LEASE WITH DUKE ENERGY AT MCDOWELL NATURE
PRESERVE – CMPD BOATHOUSE**

Authorize the County Manager to negotiate and execute an Amendment to that certain Public Recreational Facility Lease effective as of March 27, 2024, between the County and Duke Energy Carolinas, LLC ("Duke Energy") for docks abutting County-owned Tax Parcel 199-311-01 at McDowell Nature Preserve to allow for reconstruction of a boathouse operated and maintained by Charlotte-Mecklenburg Police Department (CMPD) for law enforcement activities along Lake Wylie; and

Authorize the County Manager to negotiate and execute a sub-lease between the County and the City of Charlotte to allow CMPD to operate and maintain its current and future reconstructed boathouse on the above referenced dock for law enforcement activities along the shores of Lake Wylie.

Background: At its June 21, 2023, meeting (Item #23-0372) the Board approved, and the County subsequently entered into a lease agreement with Duke Energy for five (5) dock areas along Lake Wylie adjacent to County-owned parcel 199-311-01 at McDowell Nature Preserve. The shores of Lake Wylie are managed by Duke Energy subject to a license agreement between Duke Energy and the Federal Energy Regulatory Commission ("FERC"). The lease between Duke Energy and the County is in effect until the end of Duke's license agreement with FERC which is currently October 31, 2055.

Recently, CMPD approached the County to gain permission to proceed with reconstruction of a boathouse that is subject to the lease agreement between the County and Duke Energy. The boathouse is located on Lease Area 1 of the current lease and has been in use by CMPD for at least 35 years. CMPD proposes reconstructing the facility to modernize it to better meet the department's law enforcement needs along the lake. Duke Energy has reviewed CMPD's plans and is supportive of seeking the necessary FERC approval to amend the lease to allow for reconstruction the boathouse. Following FERC approval, the County is required to amend its lease with Duke Energy to specifically allow for reconstruction of the boathouse. The current lease does not allow for any activities not expressly permitted in the lease. Therefore, a lease amendment is required to allow CMPD to proceed with its construction plans.

Conditioned upon approval of the amendment to the lease by FERC and Duke Energy, the County proposes formalizing its arrangement with the City through a sub-lease between the County and City for reconstruction, operation, and maintenance of the current and newly constructed boathouse by the City (CMPD). The City (CMPD) will be responsible for all costs and activities necessary to reconstruct, operate and maintain the current and new boathouse. The sub-lease with the City will automatically terminate upon termination of the County's lease with Duke Energy. Both Park and Recreation and County Storm Water Services have reviewed CMPD's proposal and have found that the planned reconstructed boathouse poses no threat to either the nature preserve or Lake Wylie's water quality.

Meeting Minutes
March 5, 2025

25-0126 STREET RENAMING APPLICATION – PORTION OF BAXTER STREET TO “PEARL PARK WAY”

Adopted a resolution titled "Mecklenburg County Board of Commissioners Resolution Supporting Atrium Health's Petition to Rename a Portion of 'Baxter Street' to 'Pearl Park Way' ".

Background: Charlotte-Mecklenburg Hospital Authority ("Atrium Health") approached the County with a request to support its petition with the City of Charlotte's Department of Transportation (CDOT) to rename approximately 1,240 LF of the existing Baxter Street within the Pearl Innovation District to Pearl Park Way. Several buildings proposed to be part of Atrium's Pearl Innovation District are planned to front along this portion of Baxter Street. The buildings at the site of the current Baxter (and future Pearl Park Way) and S. McDowell Streets will include a 14-story education building and a 10-story research building.

As currently configured, the street that runs east - west between Kenilworth Avenue and S. McDowell Street is named Pearl Park Way along one segment of the road and Baxter Street along another segment of the road. The road is named Pearl Park Way along the portion of the street that is adjacent to the County's Pearl Street Park. For consistency and to better identify with prominent landmarks such as the park and the new Pearl Innovation District, Atrium Health wishes to have this segment of the street identified entirely as Pearl Park Way.

Staff with the County's Park and Recreation Department reviewed Atrium's request and is supportive of the request. The County will incur none or very minimal, if at all, costs associated with this request.

**Meeting Minutes
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**MECKLENBURG COUNTY
BOARD OF COMMISSIONERS
RESOLUTION SUPPORTING ATRIUM HEALTH'S PETITION TO RENAME A
PORTION OF BAXTER STREET TO PEARL PARK WAY**

WHEREAS, Mecklenburg County ("County") owns Tax Parcels 125-201-48 & 125-201-53 commonly known as Pearl Street Park in the midtown area of Charlotte; and

WHEREAS, the Charlotte-Mecklenburg Hospital Authority ("Atrium Health") is in the process of developing the Pearl Innovation District which is a mixed-use district in midtown Charlotte that will include a medical school, office buildings, and other housing and commercial uses; and

WHEREAS, Portions of the Pearl Innovation District, including a 14-story education building and a 10-story research building, are planned to be constructed along the road currently named Baxter Street between Kenilworth Avenue and S. McDowell Street; and

WHEREAS, the County-owned Pearl Street Park is along the same street as the planned education and research buildings to be built by Atrium Health; however, the portion of the road on which the park sits is named Pearl Park Way; and

WHEREAS, Atrium Health believes that it will reduce confusion for the general public regarding the address and location of the Atrium site, the park, and other properties along this street if the street had one common name; and

WHEREAS, Atrium Health approached the County to seek support from the County in filing a petition with the Charlotte Department of Transportation ("CDOT") to rename the portion of the street named "Baxter Street" to "Pearl Park Way"; and

WHEREAS, staff with the County's Park and Recreation Department has reviewed this request and finds that renaming that portion of the street currently named Baxter Street will not negatively impact the park and that it is in the public's best interest to have the entire road between Kenilworth Avenue and S. McDowell Street named "Pearl Park Way"; now, therefore, be it

RESOLVED that the Mecklenburg County Board of Commissioners does hereby authorize the County Manager, or her designee, to execute a CDOT Street Name Change Petition to rename the portion of Baxter Street between Kenilworth Avenue and S. McDowell Street to Pearl Park Way.

Adopted the ___ day of March, 2025.

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Approved as to Form:

County Attorney

Clerk to the Board

(SEAL)

Resolution recorded in full in Ordinance Book 54, Document #3.

25-0147 MINUTES

Approve the following Meeting Minutes:

January 22, 2025, Regular Meeting

THIS CONCLUDED ITEMS APPROVED BY CONSENT

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25-0138 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:

25-0120 GRANT APPLICATION – SMART START OF MECKLENBURG COUNTY

Motion was made by Commissioner Meier, seconded by Commissioner Dunlap, and unanimously carried, to affirm the submission of a renewal grant application to Mecklenburg Partnership for Children of Mecklenburg County for funding up to \$499,869 to support programs promoting child health and safety for grant period July 1, 2025 - June 30, 2026. The grant deadline is February 28, 2025.

Background: The Communicable Disease team, including Child Care Health Consultants (CCHC), will ensure childcare facilities have a plan for potential future infectious disease outbreaks, focus on providing consultation for healthy weight initiatives, provide information and resources for early intervention and special education health services and will consult with childcare facility staff related to health and safety.

Child Care Resources Inc.'s Mecklenburg County Child Care Fact Sheet data as of 2/14/25 indicates there are 86,187 children aged 0-5 in Mecklenburg County. There are 56,478 children under the age of 6 whose parents both work: thus, the need for quality childcare facilities and the Child Care Health Consultants (CCHC) program to support childcare providers to maintain licensure and 4 and 5-star ratings. However, the number of childcare facilities continues to decline every year since COVID-19 began. Each year, more facilities are forced to close their doors due to the increasing difficulty of navigating ever-changing regulations, rising operational cost, and the struggle to provide competitive wages that reflect inflation. Child Care Health Consultants (CCHC) are needed to support facilities to assist with navigating health and safety regulations, providing training on best practices, and offering ongoing support to ensure compliance with state standards. Consultants play a pivotal role in alleviating the burden on childcare providers by offering tailored guidance on how to manage health concerns and licensure regulations. The percentage in Mecklenburg County is slightly lower at 27.3% (NC Early Childhood Action Plan, Mecklenburg County Data Report 2017).

The Child Care Health Consultants (CCHC) program provides an opportunity to utilize experienced professional staff to support childcare centers in enhancing health and safety environments for the children they serve.

This item was pulled by Commissioner Meier for clarity and public awareness.

COMMISSIONER REPORTS

25-0139 COMMISSIONER REPORTS

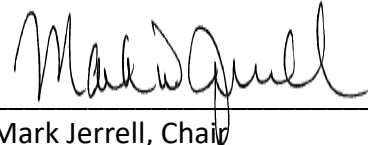
Commissioners shared information of their choosing within the guidelines as established by the Board, which included, but not limited to, past and/or upcoming events.

Meeting Minutes
March 5, 2025
ADJOURNMENT

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, and unanimously carried, that there being no further business to come before the Board that the meeting be adjourned at 7:09 p.m.



Kristine M. Smith, Clerk to the Board



Mark Jerrell, Chair