

Meeting Minutes
March 6, 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 Meeting Chamber Conference Room CH-14 of the Charlotte-Mecklenburg Government Center located at 600 East Fourth Street, Charlotte, North Carolina at 5:19 p.m. and in Formal Session in the Meeting Chamber of the Charlotte-Mecklenburg Government Center at 6:05 p.m. on Wednesday, March 6, 2024.

ATTENDANCE

Present: Chair George Dunlap, Vice-Chair Mark Jerrell,
and Commissioners Leigh Altman, Patricia “Pat” Cotham,
Arthur Griffin, 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: None

-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:

- 24-0062** Commissioner Leake
- 24-0068** Commissioner Leake
- 24-0079** Commissioner Leake
- 24-0102** Commissioner Leake
- 24-0106** Commissioner Leake

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24-0108 Commissioner Leake

24-0111 Commissioner Leake

24-0113 Commissioner Leake

STAFF BRIEFINGS - None

24-0114 CLOSED SESSION

Motion was made by Commissioner Jerrell seconded by Commissioner Griffin, and unanimously carried to go into Closed Session for the following purpose(s): Consult with Attorney

The Board went into Closed Session at 5:19 p.m. and came back into Open Session at 5:55 p.m.

The Board then proceeded to the Meeting Chamber 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 Dunlap, followed by the Pledge of Allegiance to the Flag; after which, the matters below were addressed.

AWARDS/RECOGNITION

24-0099 PROCLAMATION – SOCIAL WORK APPRECIATION MONTH (COMMISSIONER SUSAN RODRIGUEZ-MCDOWELL)

Co-sponsors were Commissioners Meier and Griffin.

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 2024 as “Social Work Appreciation Month” in Mecklenburg County.

Background: Social Workers advocate for others to ensure everyone has access to the same basic rights, protections, and opportunities. Social Workers are the frontlines, responding to such needs as homelessness, poverty, divorce, mental illness, physical and mental disability, substance abuse, domestic violence, and many other issues. Social Workers in Mecklenburg County are committed

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and dedicated to individuals and families in the community through service delivery, research, education, and advocacy.



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Kim Henderson, DSS CFAS Director, received the proclamation and gave remarks.

PUBLIC ART MOMENT – N/A

Chair Dunlap acknowledged Ms. Tracy Johnson from Washington County who is the outgoing Past State President of the North Carolina Association of County Commissioners.

24-0117 PUBLIC APPEARANCE

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

1. Aadarsh Lakshmanan – Discuss PFAS (forever chemical) contamination sources near Charlotte City drinking water source and the health impacts.
2. Denesha Degraffenreid - Mental Health and Substance Misuse (Org. Connected to Recover)
3. Jason Skeen - County Manager’s work-from-home decision
4. Jakari Stratton - County Manager’s work-from-home decision
5. Andres Barreras – County Manager’s work-from-home decision
6. Rakhee James – County Manager’s work-from-home decision
7. Justina Ezeji – County Manager’s work-from-home decision
8. Thomas Macfarlan – County Manager’s work-from-home decision (attended via zoom)

APPOINTMENTS

24-0097 APPOINTMENTS – BOARD OF EQUALIZATION AND REVIEW

Reappointments were needed on the Board of Equalization and Review for seven (7) three-year terms expiring March 31, 2027. Fela Babb, Barrett Berry, Philip Carey, Pamela Hemphill, George Munn, Joyce Reid, and Nobie Thrasher were eligible for reappointment.

Nominations were needed for the Board of Equalization and Review to fill two (2) unexpired terms expiring March 31, 2025, and three (3) three-year terms expiring March 31, 2027.

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All nominees must be interviewed per Board policy.

Motion was made by Commissioner Leake, seconded by Commissioner Cotham, and unanimously carried to reappoint Fela Babb, Barrett Berry, Philip Carey, Pamela Hemphill, George Munn, Joyce Reid and Nobie Thrasher on the Board of Equalization and Review for seven (7) three-year terms expiring March 31, 2027.

Nominations were needed for the Board of Equalization and Review to fill two (2) unexpired terms expiring March 31, 2025, and three (3) three-year terms expiring March 31, 2027.

Commissioner Powell nominated Michael Nellums
Commissioner Cotham nominated Lloyd Scher
Commissioner Cotham nominated Mark Loflin

24-0110 APPOINTMENTS- MECKLENBURG EMS JOINT AGENCY (MEDIC) BOARD OF COMMISSIONERS

Approval was needed to appoint Michael Vaccaro, Senior VP and Chief Nursing Officer at Novant Health, to the Mecklenburg EMS Joint Agency (Medic) Board of Commissioners to fill the unexpired term of Allison (Joy) Greear, expiring December 31, 2025, as the Novant representative.

Motion was made by Commissioner Jerrell, seconded by Commissioner Meier, and unanimously carried to appoint Michael Vaccaro, Senior VP and Chief Nursing Officer at Novant Health, to the Mecklenburg EMS Joint Agency (Medic) Board of Commissioners to fill the unexpired term of Allison (Joy) Greear, expiring December 31, 2025, as the Novant representative.

Background: In 1996, the Mecklenburg Board of County Commissioners along with County management staff worked with EMS management and leaders in both the medical and business communities to address the needs of the County's EMS department. The Amended and Restated Joint Undertaking Agreement, approved by the Board of County Commissioners in November 2009, states the affairs of the Agency shall be governed by a seven-member Board of Commissioners which shall be appointed by the Mecklenburg County Board of Commissioners as follows:

- a. Three (3) persons shall be Charlotte-Mecklenburg Hospital Authority (CMHA) employees nominated by the CMHA Chief Executive Officer; and*
- b. Three (3) persons shall be Novant Health Southern Piedmont Region (Presbyterian) employees nominated by the Presbyterian Chief Executive Officer; and*
- c. One (1) person shall be a County employee nominated by the County Manager.*

Each Agency Commissioner shall be appointed for a term of three (3) years or until such Commissioner's successor is nominated and appointed. There is no limit to the number of successive terms in which a Commissioner may serve.

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Commissioner Powell asked that the policy be reviewed to possibly expand the board.

24-0123 APPOINTMENTS – WASTE MANAGEMENT ADVISORY BOARD

Appointment is needed on the Waste Management Advisory Board for one (1) three-year term expiring February 28, 2027, effective March 1, 2024, City Council slot. George White has received a recommendation from the City Council and is eligible for appointment.

Motion was made by Commissioner Griffin, seconded by Commissioner Jerrell, and unanimously carried to appoint George White on the Waste Management Advisory Board for one (1) three-year term expiring February 28, 2027, effective March 1, 2024, City Council slot.

Background: Appointment is needed on the above said board. Martin Doss has completed his term as a City Council representative.

The Waste Management Advisory Board consist of no more than 2 members recommended by Charlotte City Council; and 1 member may be recommended by each of the Towns of Cornelius, Davidson, Huntersville, Matthews, Mint Hill, and Pineville. It is desirable that WMAB membership include representatives from various groups and organizations, including Non-profit organizations with an interest in recycling & solid waste mgmt; and Local businesses of various sizes & specialties; Recycling & solid waste mgmt service providers; and a local Chamber of Commerce; No more than 3 representatives of a single industry subset may serve at any given time.

PUBLIC HEARINGS – NONE

ADVISORY COMMITTEE REPORTS

24-0109 PUBLIC ART COMMISSION – ANNUAL REPORT

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

Todd Stewart, Arts & Science Council VP, and Lauren Harkey, Chair of the Public Arts Commission gave the presentation.

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.

PUBLIC ART COMMISSION FISCAL YEAR 2024 ANNUAL REPORT



Spiral Odyssey, Richard Hunt, 2019. Romare Bearden Park.

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PUBLIC ART COMMISSION FISCAL YEAR 2024



ROBERT COMBS*
(Appointee – Mecklenburg County – 2nd Term ends 2024)
Professional Category: Business



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



SUSANTOMPKINS
(Appointee – Mecklenburg County – 2nd Term ends 2025)
Professional Category: Community



DR. DAVID GALL, VICE 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, CHAIR
(Appointee – City of Charlotte – 1st Term ends 2024)
Professional Category: Business



RUBIE BRITTHEIGHT*
(Appointee – ASC – 2nd Term ends 2024)
Professional Category: Art + Design



CHRIS COPE*
(Appointee – ASC – 2nd Term ends 2024)
Professional Category: Art + Design



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

* Commissioners completing their second consecutive term

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

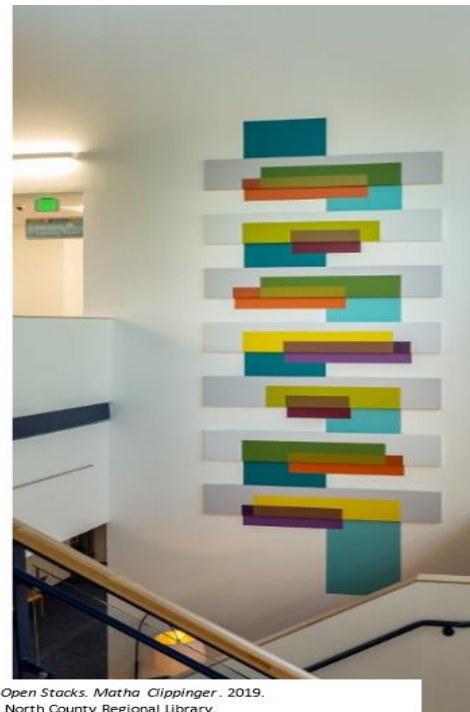
Public Art Commission Responsibilities



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 appropriate 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.
 - **195** Completed Projects to Date (County, City, Private)
 - Total Mecklenburg County Investment: **\$7,461,843+**
 - Total Mecklenburg County Projects: **86**
 - Total North Carolina Artists Commissioned for Mecklenburg County Projects: **47**

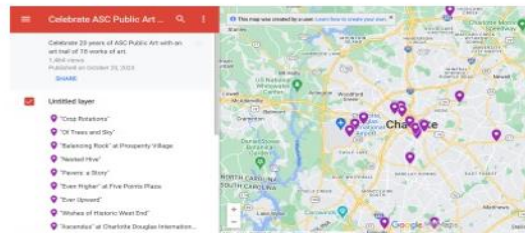


Open Stacks. Matha Clippinger. 2019.
North County Regional Library.

Artist Capacity Building and Community Outreach



Public Art Tours



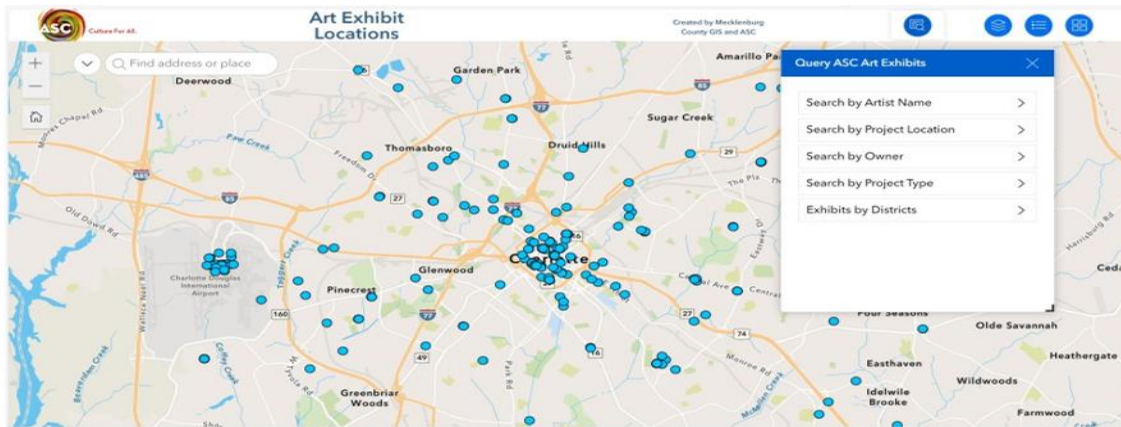
ASC partnered with **Art Walks CLT** to curate **free public art walking tours for the Historic West End and Little Sugar Creek Greenway** Highlighting artworks in the Mecklenburg County Public Art Collection. Thank to **Johnson C. Smith University** and **Partners For Parks** for their financial sponsorship of these tours.

ASC also partnered with Art Walks CLT to release a **digital, self-guided Public Art Trail**. This online guide showcases **18 artworks created by the Percent for Art Ordinances** of Mecklenburg County and the City of Charlotte— including **background info** on the ASC Public Art Program and ways that **community members can be involved**.

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Charlotte-Mecklenburg Public Art Collection Mapping

ASC partnered with **Mecklenburg County Geospatial Information Services** to map the public art collections of Mecklenburg County and the City of Charlotte. This online tool allows users to explore the **195** current artworks created through the **County and City Percent for Art Ordinances**, as well as search for artworks based on specific queries.



Going Public: A Public Art Incubator

ASC partnered with **Lowe's** to host **Going Public: A Public Art Incubator**. This series of **3 workshops**, led by ASC staff, trained **8 Mecklenburg County** based artists on best practices for **applying for public art commissions, community engagement strategies, and project management for public artists**.

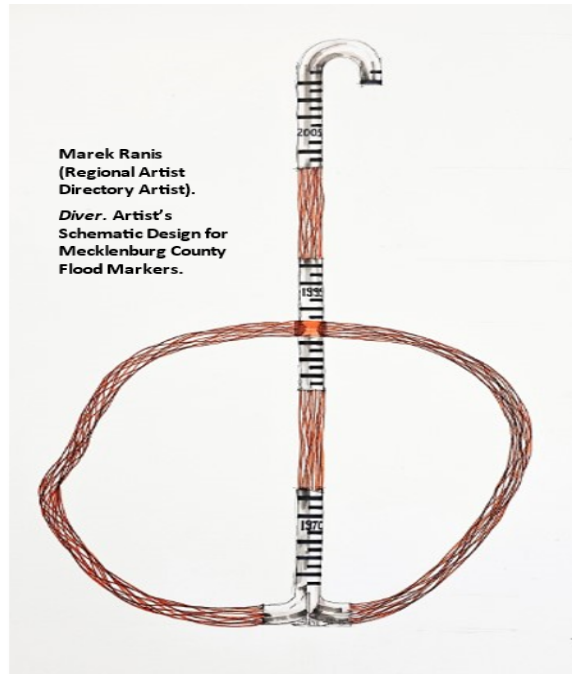


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FY25 Regional Artist Directory

The **ASC Regional Artist Directory** serves as an internal resource to identify **North and South Carolina artists** eligible for public art opportunities with budgets of **\$85,000 or less**. The Public Art Commission (PAC) uses this directory to match artists with opportunities commensurate with skills and experience necessary for specific project scope. ASC also provides **professional development opportunities** for artists included in the directory.

The fiscal year 2023 – 2025 Regional Artist Directory includes **62** NC and SC based artists. **16 Mecklenburg County based artists** were commissioned through this directory in the fiscal year 2023.



Mecklenburg County
In-Progress Public Art Projects



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Project: DiscoveryPlace 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: Summer 2025
PAC Panel Chair: Rubie Britt-Height
Project Manager: Todd Stewart



Artist's Final Design Rendering



Walter Hood, Artist
 (Hood Design Studio, Principal)

Artist's Statement:

After multiple iterations of "The Trees" artwork within the United States and abroad, the final version will settle at Discovery Place Nature. Straddling the entrance walkway between the parking lot and aviary, "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. Reusing the same assembly pieces and logic as the past iterations, painted steel collars are stacked and connected together to create two vertical structures. Each steel collar unit is outfitted with steel appendages and connecting plates to attach the wood branches. The sculpture is dynamic, a renewable set of objects, that mark time in the new landscape.

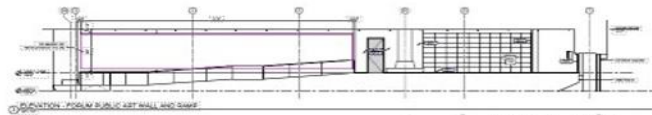
Project: Main Library
Location: 310 N. Tryon ST
District: County- 4
 City- 1
Art Budget: \$460,700
Project Scope: Grand Lobby Wall Artwork
Media: Wood Panels and Mirrored Acrylic
Category: Asset & Facility Management
 Charlotte Mecklenburg Library
Status: Fabrication
CIP: Fiscal Year 2020
Anticipated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



Artist's Final Design Rendering (detail)



Acrylic tile design samples (detail)



Art Wall Design Rendering



Tiff Massey, Artist

Artist's 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. "You," the residents of Charlotte, are integral to this artistic journey. Your hands, your stories, your unique perspectives become vital components of my work.

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Project: Ezell Farms Community Park

Location: 4101 Mintwood Road
Mint Hill, NC

District: County – 6
City – N/A

Art Budget: \$73,100

Project Scope: Potential site locations and project considerations have been identified: free-standing sculpture, seating, railing, environmental art, and wayfinding elements.

Media: TBD

Category: Park and Recreation

Status: Schematic Design

CIP: Fiscal Year 2021

Anticipated Install: Spring 2024

PAC Panel Chair: Lauren Harkey

Project Manager: Randella Davis



Wings. Artist's Concept Design for Mecklenburg County Ezell Farms Community Park.



Meredith Connolly, Local Artist
Regional Artist Director

Artist's 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. Inspiration for this concept came in layers in association with the pollinators that inhabit the land, the gloriously structural elements of butterfly wings, and the ancient approach of using the sun to tell time.

Project: 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: Summer 2024

PAC Panel Chair: Lia Newman

Project Manager: Randella Davis



Artist's Final Design Rendering



Artist's Final Design Rendering Detail



Rachel Dickey, Local Artist

Artist's Statement:

Irwin Creek Greenway public artwork titled, Suspended Offering, sympathetically responds to its natural surroundings by deploying a custom fabricated wire canopy with 600 transparent collection vessels suspended from below. The canopy provides a structure that blends with the natural landscape by providing unobscured views to the surrounding trees lining the greenway. Hung from the canopy, 600 vessels 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, as 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.

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Project: Torrence Creek Tributary

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

Status: Fabrication

CIP: Fiscal Year 2020

Anticipated Install: Spring/Summer 2024

PAC Panel Chair: Robert Combs

Project Manager: Randella Davis



Adam Buente, Artist
(Project One Studio, Principal)

Artist's Statement:

State of Flow is inspired by water – the rivers and bodies of water of Huntersville. The design's abstracted flowing lines and glowing sparks are taken directly from Lake Norman, Torrence Creek, and McDowell Creek. Water from Lake Norman drove the development of the city in the late 1900s and it drives the overall layout and plan of "The Vine," Huntersville's Greenway Trail system. Recreation, life, and prosperity are, in a way, products of the lake, rivers, and streams of this region. In addition, the artwork's lighting design will increase visibility and improve pedestrian security, while meeting ADA accessibility standards.



Artist's Final Design Rendering



Project: Druid Hills Park

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; Performed Thermoplastic

Category: Park and Recreation

Status: Fabrication

CIP: Fiscal Year 2020

Anticipated Install: Spring 2024

PAC Panel Chair: Rubie Britt-Height

Project Manager: Randella Davis



Monique Luck, Local Artist

Artist's Statement:

The tree represents the growing and thriving community with a wall flowing with colors and images representing the history and the evolving vibrant community in Druid Hills. The image of the tree in the mural is taken from a photo of a tree in the center of the park. Its roots run deep, as deep as the sense of community in Druid Hills. The vibrant colors reflect the vibrancy of the community. Within the collaged mural are images of hands throughout the tree. Lifting the community from its roots up. The Street Mural represents water. Water nourishes the park, the trees, the garden, and in turn nourishes the community as it evolves and grows.



Artist's Final Design Rendering, Pavilion Mural



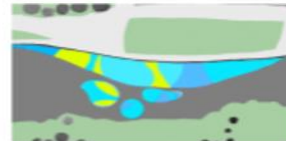
Mural Details



Mural Details



Pavilion Location Rendering

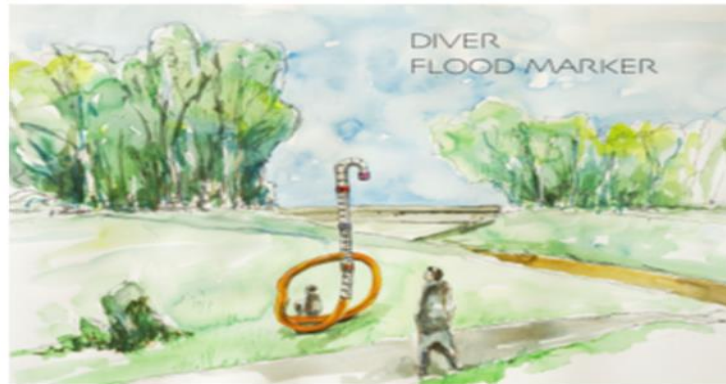


Artist's Final Design Rendering, Linear Rodey Ave Mural

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Project: Storm Water Flood Makers
Location: Multiple Locations
District: County- 4
 City- 2
Art Budget: \$39,000
Project Scope: Free-standing Sculpture
Media: Steel, paint
Category: Park & Recreation
Status: Final Design
Anticipated Install: Summer 2024
PAC Panel Chair: Rubie Britt-Height
Project Manager: Todd Stewart



Artist's Schematic Design Rendering



Marek Ranihi, Local Artist
 RAD Directory Artist

Artist's Statement:

Diver, a Flood Marker for the Charlotte Mecklenburg Water services is intended to warn and educate Mecklenburg County residents about the possible floods in their community. It is important to bring attention to those issues and communicate the risks, thus my project is designed to inspire people's imagination with some sense of whimsy while addressing serious issues. The purpose of this flood marker is to create memory, provide a compelling visual image and an aesthetic experience, while increasing awareness and educating the public.

The Diver flood marker was designed to serve multiple locations, with its universal quality of aesthetics it would serve its purpose in all potential settings, First Diver will be installed in Frasier Park.

Project: 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: Contract Execution
Anticipated Install: Fall/Winter 2024
PAC Panel Chair: Lauren Harkey and David Gall
Project Manager: Todd Stewart



Studio KCA/Jason Klimoski

Studio KCA: artwork examples.



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.

Studio KCA/Jason Klimoski has been commissioned for this opportunity.

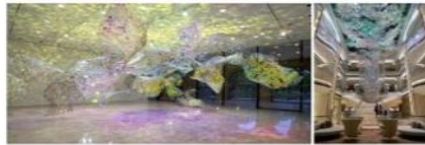
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Project: Main Library + Spirit Square
Location: Duke Energy Theater Courtyard (310 North Tryon Street)
District: County- 4 City- 1
Art Budget: \$340,000
Project Scope: Immersive light and/or sound experiences
Media: TBD
Category: Asset and Facility Management
Status: Contract Execution
Anticipated Install: 2025
PAC Panel Chair: Chris Cope
Project Manager: Todd Stewart



Main Library and Spirit Square Rendering



Soo Sunny Parks: artwork examples



Soo Sunny Parks

Description:

The Duke Energy Theater Courtyard is an open-air courtyard occupies 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 Lib 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.

Soo Sunny Parks has been commissioned for this opportunity.

Project: Park Rd Park
Location: 6220 Park Rd
District: County- 5 City- 6
Art Budget: \$70,173
Project Scope: Functional/Seating
Media: TBD
Category: Park and Recreation
Status: Concept Design
Anticipated Install: Winter 2025
PAC Panel Chair: Robert Combs
Project Manager: Todd Stewart



Park Road Park Pavilion, Exterior Site Rendering provided by Mecklenburg County and C. Design



Oliver Lewis: artwork examples



Oliver Lewis, Local Artist
 RAD Directory Artist

Description:

A proposed ~4,500 square foot indoor pavilion is being designed to replace the old restroom/concession building situated overlooking the lake at Park Road Park.

The selected artist will work with the ASC, Mecklenburg County Park and Recreation, C Design, and the local community to create functional seating elements to complement the pavilion design and natural environment. The artwork should highlight the use of park and facilities and encourage a sense of community pride. The selected artist will be expected to engage with both Mecklenburg County Park and Recreation staff and area residents to develop the concept for their work.

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Project: Naomi Drenan Recreation Center
Location: 750 Beal St
District: County- 5
 City- 6
Art Budget: \$63,750
Project Scope: Exterior Mural
Media: TBD
Category: Park and Recreation
Status: Concept Design
Anticipated Install: Spring 2025
PAC Panel Chair: Robert Combs
Project Manager: Randella Davis



Naomi Drenan Recreation Center



Bree Stallings: artwork examples



Bree Stallings, Local Artist
 RAD Directory Artist

Description: Mecklenburg County Park and Recreation is currently in the design process to renovate and improve Naomi Drenan Recreation Center. The project includes complete improvements to Grayson Park and the existing Grayson Skatepark.

The selected artist will work with the ASC, Mecklenburg County Park and Recreation, and the local community to create a mural approximately 24' high by 25' long on a wall located at the front façade of the building. The mural should encourage the community to visit Naomi Drenan Recreation Center by those who live, work and play in the area.

Mecklenburg County Completed Public Art Projects



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Project: Ella B. Scarborough Community Resource Center

Location: 1430 Stitt Rd

District: County- 3
City- 1

Art Budget: \$451,350

Project Scope: Free-Standing Sculpture

Media: Fiber Glass, Resin, Polyurethane and Temec Paint

Category: Asset & Facility Management

CIP: Fiscal Year 2019

Installed: June 2023

PAC Panel Chair: Irene Vogelsong

Project Manager: Randella Davis



Seating Detail



Nova Jiang, Artist

Artist's Statement:

CloudLilies is inspired by the bulb of the Carolina Lily and the process of groundwater moving into plants and then transpiring into the atmosphere. Seats inspired by lily bulbs create an inviting space, which is sheltered by upsidedown forms of the bulbs, suggesting clouds. The stem-like columns evoke the form of a pavilion. The lily bulb symbolizes the potential for growth, as well as the hidden struggles of others. The sculpture follows the tenets of trauma-informed design by using calming colors and soft forms. It aims to suggest comfort and dignity by creating a welcoming space for people to gather and rest.

Project: Stewart Creek Tributary 2 Mural

Location: Greenway Underpass near Coronet Way and Norwood Dr

District: County- 2
City- 2

Art Budget: \$25,500 (No ordinance)

Project Scope: Underpass Mural

Media: Duramax Exterior Acrylic Paint, Aerosol Paint, VandIGuard Non-Sacrificial Anti-Graffiti Coating

Category: Park and Recreation

Installed: January 2024

PAC Panel Chair: Rubie Britt-Height

Project Manager: Randella Davis



Abel Jackson, local Artist
BACD Director/Artist

Artist's Statement:

Central to my artistic focus is an exploration of the legacy and resiliency of the Westside community. Engaging with this diversity has fueled the creation of a piece that serves as a visual tribute to the families who call the Westside home. This artwork is divided into three sections, each unfolding a narrative from left to right. The sections of the mural pay homage to the rich history of the West End community, symbolize the unification of diverse Westside communities, emphasize the ability to cultivate and sustain an environment, and the beauty of the land, as well as the enduring spirit of the community.

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Fiscal Year 2025 Public Art Planning

CIP Project	Site Address	1% Allocation	15% Admin Fee	85% Art Budget	Notes
Community Resource Center (EAST)	TBD	\$646,561	\$96,984	\$549,777	
Community Resource Center (SOUTHWEST)	TBD	\$586,212	\$87,932	\$498,280	
Government District	Various Locations	\$406,000	\$60,900	\$345,100	Pooled funds from multiple projects
Eastland Park	5471 Central Ave	\$123,457	\$18,519	\$104,938	
Latta Place	5225 Sample Rd, Huntersville	\$112,385	\$16,858	\$95,527	
Wallace Pruitt Recreation Center	501 S Bruns Ave, Charlotte	\$36,907	\$5,536	\$31,371	

Further Information:

Staff Contacts:

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 Program Director, Public Art
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ASC Website:
<https://www.artsandscience.org/>

ASC Public Art:
<https://www.artsandscience.org/programs/community/publiart/>

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

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We Hold These Truths and Let Justice Like a River Roll. Robin Brailsford, artist and Fred Chappell, poet. 2007. Mecklenburg County Courthouse Walkway and Interior.

Thank You!

Comments

The Commissioners thanked the presenter and made comments.

Chair Dunlap said he wanted the citizens to be able to locate the pieces of art throughout the community and possibly do an art tour, and he was glad this came to fruition. He asked what the process was once the amount was identified. He said he saw a piece in District 3 that was to be put in the park, but that had been almost a year ago, and it still had not been installed. *Mr. Stewart said that the process was that those budgets were set through the Capital Improvement Program for Mecklenburg County and came to ASC preset. He said they worked with the staff to determine what scope would be appropriate for the sites and work within that budget to get the most impact out of the artwork. He said from there, many of the projects follow the construction or design schedule of the projects, and they were just waiting on the site to catch up and install it.*

Mr. Stewart explained the full process.

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MANAGER'S REPORT

**24-0112 NATURALLY OCCURRING AFFORDABLE HOUSING (NOAH) MULTI-FAMILY
AFFORDABLE HOUSING FUNDING SUPPORT REQUEST – SWAN RUN**

The Board received information to adopt a resolution authorizing the County Manager to negotiate and execute an agreement with Swan Run NOAH, LLC and develop terms and conditions under which Mecklenburg County would allocate a total of \$1,355,499 over a 20-year period to cover twenty (20) years of rental subsidy for fourteen (14) affordable rental units at Swan Run available to households earning 30% AMI and below and authorize the County Manager to develop terms and conditions and execute an agreement with Housing Collaborative to administer the rental subsidy program.

LaShonda Hart, Program Manager, Affordable Housing Initiatives, gave the presentation.

Background: Housing Impact Fund is an innovative social impact equity fund committed to addressing housing insecurity and upward mobility in Charlotte. Housing Impact Fund has acquired and preserved 1,163 NOAH units across Mecklenburg County since December 2020. In June, the organization announced a new \$67 million fund of private sector capital to preserve an additional 1,000 units or more over the next two years.

Across its portfolio, Housing Impact Fund has set aside 350 units for households earning 30% AMI and below, 72 units for households earning 50% AMI and below, 510 units for households earning 60% AMI and below and 231 units for households earning 80% AMI and below.

Approval of this item will authorize the County Manager to negotiate and execute an agreement with Housing Collaborative that will administer the rental subsidy program.

This proposal would commit annual funding from Mecklenburg County for the length of the property's deed restriction at an amount equivalent to the corresponding annual property tax bill. The funding will be administered through Housing Collaborative identifies tenants and administers the rental subsidy program.

- Property owners must implement a long-term 20-year deed restriction on the property designating 100% of the units to be affordable to households at 80% AMI and below. 28 units will be set aside for households earning 30% AMI and below, 46 units will be set aside for households earning 60% AMI and below and 18 units set aside for households earning 80% AMI and below.*
- Half of the units set aside for 30% AMI and below households (15% of the property or 14 units) will serve individuals/families experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies.*

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- *Approval of the recommended rental subsidy program is a request for 20 years of annual funding.*

NOAH Multi-Family Affordable Housing Funding Support Request



SWAN RUN

Presented to the Mecklenburg
Board of County Commissioners
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NOAH Multi-Family Funding Support Request

HOUSING IMPACT FUND - Background

- **Housing Impact Fund** is an innovative social impact equity fund committed to addressing housing insecurity and upward mobility in Charlotte. The Housing Impact Fund has acquired and preserved 1,071 Naturally Occurring Affordable Housing (NOAH) units across Charlotte/Mecklenburg since December 2020. In June, the organization announced a new \$67 million fund of private sector capital to preserve an additional 1,000 units or more over the next two years.
- The fund will set aside 30% of all units to households earning 30% AMI and below, 50% of units to households earning 60% AMI and below and 20% of units to households earning 80% AMI and below.
- Housing Impact Fund works in partnership with Ascent Housing to identify, acquire, finance, rehabilitate and operate NOAH properties. Ascent Housing is a pioneer in NOAH preservation, having executed solutions to create affordable housing units ranging from permanent supportive housing for individuals exiting chronic homelessness to households earning 80% of area median income (AMI).
- Housing Impact Fund delivers supportive services to all residents in the areas of health, education, financial literacy and workforce development. Its supportive service platform is orchestrated through a partnership with Atrium Health's Community Health Worker model.
- Lead investors in Housing Impact Fund include Truist, PNC, Atrium Health, Honeywell, Leon Levine Foundation and several dozen other Charlotte-based companies, foundations, individuals and family offices.



NOAH Multi-Family Funding Support Request

HOUSING IMPACT FUND (HIF) - Success to Date

- Acquired and preserved 1,071 NOAH units across Charlotte. Set aside 322 units for households earning 30% AMI and below, 72 units for households earning 50% AMI and below, 464 units for households earning 60% AMI and below and 213 units for households earning 80% AMI and below
- Acquired, preserved and completed renovations on the most affordable apartment community in Charlotte (Shamrock Gardens), two properties (Pines on Wendover & Maple Way) zoned for Myers Park schools, and one property (Lake Mist) directly adjacent to a light rail station. The organization is in the process of renovating its latest project, Charlotte Woods, which was acquired in September 2023.
- Launched a place-based supportive service platform in partnership with Atrium to utilize their Community Health Worker model. This model embeds specialized Community Health Workers to identify and address barriers for residents across key areas including financial wellness, workforce development, education and access to healthcare and nutrition. The program has attracted additional community resources including free laptops for households at each community and innovations such as the recent opening of a Community Based Primary Care Clinic within one of their communities.
- Developed an innovative rental subsidy program targeting 15-30% AMI households in partnership with Mecklenburg County, City of Charlotte and Housing Collaborative
- Has completed \$14M in renovation work, with \$5 million now in progress, while achieving 90%+ MWSBE participation.



NOAH Multi-Family Funding Support Request

Importance of Preservation

- Naturally Occurring Affordable Housing historically refers to unsubsidized rentals that are affordable because of low market values
- Due to substantial increase of market values and lack of state and federal funding NOAH's are pricing out of affordability
- This creative strategy secures rental subsidies for 30% AMI and below households for the length of the 20 year deed restriction at the amount equivalent to each project's property tax bill allowing for long term affordable rents
- Preservation prevents displacement, dramatic rent increases and/or demolition of the property
- Without preservation families may start cycles of instability and disruption, which removes children from the consistency of their assigned school and support networks
- Households may be confronted with extreme barriers to housing due to inability to afford market rents, moving costs and new lease charges, credit/background history or other factors. This can increase the risk of homelessness



NOAH Multi-Family Funding Support Request

NOAH Preservation County/City Subsidy Program

30% AMI and Below

FY2021

NOAH Property	Total Units	Total Set-Aside Units	Total Units Occupied	Average Tenant Rent
Lake Mist	144	22	12	\$322

FY2022

Maple Way	60	9	3	\$424
Pines at Wendover	44	6	2	\$538
Shamrock Gardens	265	40	7	\$318

FY2023

Peppertree	292	44	21	\$321
Charlotte Woods	266	40	3	\$320

FY2024

Ascent Pineville	240	36	-	-
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- Units will become available due to natural turnover and rental subsidy is provided to households earning 30% AMI and below
- Funding from Mecklenburg County is drawn down as needed when units are occupied



NOAH Multi-Family Funding Support Request

Rental Subsidy Program

PROGRAM DETAILS

- Ascent/Housing Impact Fund will implement a 20-year deed restriction designating 30% of units set aside to households earning 30% AMI and below, 50% of set aside units to households earning 60% AMI and below and 20% of units set aside to households earning 80% AMI and below.
- Half of the 30% units set aside for 30% AMI and below households (15% of each property) will serve individuals/families experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies
- Ascent/Housing Impact Fund will distribute set asides evenly across one-bedroom, two-bedroom and three-bedroom units (as applicable at each property).
- No existing property residents will be displaced by the program. New residents who qualify for the rental subsidy will be housed as units come available through natural turnover.
- Housing Collaborative will determine a rental subsidy amount that ensures eligible tenants only pay 30% of their income and the combined payment (tenant's rent + rental subsidy) does not combine to exceed the maximum of Fair Market Rent.
- The rental subsidy agreements will only move forward if the City of Charlotte commits to appropriating rental subsidy funding equivalent to its share of property taxes under the same guidelines.



NOAH Multi-Family Funding Support Request

Swan Run

Property Overview

- 92 units
- Built in 1970
- Located in South Charlotte near Providence/Highway 51
- Average HH income of \$150,000/year in 1-mile radius
- Zoned for Olde Providence Elementary, Carmel Middle and Myers Park High School
- 18 – 1-bedroom units
- 56 – 2-bedroom units
- 18 – 3-bedroom units
- Average apartment size over 1,300 SF



NOAH Multi-Family Funding Support Request

Swan Run – Tenant Rent (NOAH Rental Subsidy Program)

Current Asking 1 Bedroom Rent	Submarket Average 1 Bedroom Rent	Projected 1 Bedroom Rents
\$1,100 - \$1,175	\$1,458	\$265 - \$515
Current Asking 2 Bedroom Rent	Submarket Average 2 Bedroom Rent	Projected 2 Bedroom Rents
\$1,415 - \$1,500	\$1,720	\$295 - \$645
Current Asking 3 Bedroom Rent	Submarket Average 3 Bedroom Rent	Projected 3 Bedroom Rents
\$1,675 - \$1,715	\$2,135	\$375 - \$725



NOAH Multi-Family Funding Support Request



NOAH Multi-Family Funding Support Request

Swan Run



NOAH Multi-Family Funding Support Request

Swan Run



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**RESOLUTION OF THE MECKLENBURG COUNTY BOARD OF COMMISSIONERS
AUTHORIZING THE COUNTY MANAGER TO NEGOTIATE TERMS AND
CONDITIONS AND EXECUTE AN AGREEMENT WITH HOUSING
COLLABORATIVE AND SWAN RUN NOAH, LLC TO ADMINISTER RENTAL
SUBSIDIES UNDER WHICH THE COUNTY WOULD ALLOCATE FUNDS OVER A
20-YEAR PERIOD FOR AFFORDABLE RENTAL UNITS.**

WHEREAS, there is a shortage of affordable housing within the Charlotte Mecklenburg community, and

WHEREAS, The Housing Collaborative (~~fka SocialServe~~) is a local community-based 501 (c)(3) non-profit national organization founded in 1999 whose mission is to connect people to affordable housing by providing professional housing location and listing services, assist displaced households in finding new housing, offer "wait list" support to identify availability of units and gather housing data for regions and municipalities across the United States; and

WHEREAS, Swan Run NOAH, LLC is a company formed to acquire and own Charlotte Woods, a 92-unit apartment community located at 4600 Swan Meadow Lane in Mecklenburg County; and

WHEREAS, Swan Run NOAH, LLC is managed by Ascent Housing, LLC and its majority member is Housing Impact Fund II, LLC. Ascent Housing, LLC is a leader in the preservation of Naturally Occurring Affordable Housing and Housing Impact Fund II, LLC is a \$66,800,000 social impact fund formed in 2023 to preserve Naturally Occurring Affordable Housing in Mecklenburg County; and

WHEREAS, the goal of Swan Run NOAH, LLC is to acquire and preserve Swan Run Apartments with a 20-year deed restriction serving 30% of the property to residents at or below 30% AMI, 50% of the property to residents at or below 60% AMI, and 20% of the property to residents at or below 80% AMI; and

WHEREAS, the goal of Swan Run NOAH, LLC, and its majority member, Housing Impact Fund II, LLC, is to allocate 15% of the property to residents at or below 30% AMI, who are experiencing extreme housing insecurity without existing access to tenant-based vouchers or rental subsidies; and

WHEREAS, Swan Run NOAH, LLC has asked Mecklenburg County to assist with funding for 20 years of rental income subsidy serving tenants at 30% AMI or below. The total request is \$1,355,499 to cover 20 years of rental income subsidy for fourteen units;

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NOW THEREFORE, BE IT RESOLVED the Mecklenburg County Board of Commissioners adopts the Resolution authorizing the County Manager to negotiate and execute an agreement with Housing Collaborative and Swan Run NOAH, LLC to develop terms and conditions under which the County would allocate a total of \$1,355,499 over a 20-year period to cover twenty (20) years of rental income subsidy for fourteen (14) affordable rental units for tenants at or below 30% AMI.

Adopted the 6th day of March 2024

Approved as to Form:

County Attorney

Clerk to the Board

Resolution recorded in full in Ordinance Book 52, Document #80.

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Comments

Commissioner Griffin said he was excited about the 2 and 3-bedroom apartments. He said he was concerned and asked how the County could collaborate with the City and other agencies to have more intentionally based upward mobility programs. He said the United Way and other social service agencies have adopted this place-based intervention where resources are utilized. He expressed hope that the City and County would work together to formalize a more strategic approach to help the families that have the ability but were having a tough time. Commissioner Griffin asked Dena Diorio if this could be worked out. He said that he thought many opportunities could be missed if we didn't formalize some approach.

County Manager Diorio said they could always go back and talk with the City, but this was about ensuring they provided affordable housing options in the community. She said they could try to get more information out to the residents, but it was up to them to decide whether they were interested in accessing these programs. She said the first goal of this program was to ensure there were more affordable housing units at 30% AMI and below. She said once people were housed, they had the ability to see if they were interested in other programs but didn't want to make one contingent on the other. She said it was an affordable housing initiative first and foremost.

Chair Dunlap said the City used to have a program called Charlotte Housing Authority. He said we were providing housing and didn't want to mandate other resources because housing came first; we just need to be a resource for other services, but this was not a stipulation to obtain affordable housing.

Vice-Chair Jerrell asked why resources were not available at all locations. Ms. Hart said there was a community health worker at all locations; however, the services at each location differed depending on the community's needs. *She said they were referred to the County if they needed services. She said different complexes offered different services.*

Commissioner Altman asked what the County was responsible for because she had been told that providing affordable housing in the 30% AMI was a County responsibility. She said it was a surprise because it was her understanding that affordable housing was completely a City responsibility, which the County only began to help out with from the 2018 Board.

Chair Dunlap said he heard the same thing and asked County Manager Dena Diorio if it would be possible to have a work session with Dream Key Partners to look at the whole scope of the partnerships. He said before the County got involved, the City provided the resources. He said in 2018, the County became involved on this level, and although the County has been involved, it was

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not at the level that it was now. He said they needed to know the whole scope of what happened when someone was in one of these units.

Commissioner Leake asked how the information was being disseminated to the public. *Ms. Hart said she would get back to her to let her know when they could set something up to speak to the seniors and other community members to get clarity.*

Motion was made by Commissioner Meier, seconded by Commissioner Jerrell, to adopt a resolution authorizing the County Manager to negotiate and execute an agreement with Swan Run NOAH, LLC and develop terms and conditions under which Mecklenburg County would allocate a total of \$1,355,499 over a 20-year period to cover twenty (20) years of rental subsidy for fourteen (14) affordable rental units at Swan Run available to households earning 30% AMI and below and also to develop terms and conditions and execute an agreement with Housing Collaborative to administer the rental subsidy program.

Commissioner Rodriguez McDowell asked clarifying questions, which Ms. Hart answered.

Commissioner Rodriguez-McDowell asked if it was possible to receive stories to understand the struggles and how people found themselves in their current situation. *Ms. Hart said it was possible.*

County Manager Diorio said the 30% AMI units were very important because the area didn't have many units. She said the fact that Mark Etheridge was buying them and maintaining them as affordable was really critical because a market-rate developer would have come in, renovated them, and evicted all the tenants.

Commissioner Powell said in 2018, this was the number one problem they heard about, and they were responding to the need. She said so many abused the programs offered to people who need them the most. She asked what safeguards were in place to make sure that we were helping the people who really were 30% or under AMI. *Ms. Hart said through the application process, they vetted through check stubs. She said the first year, they did more of a verbal of how much you make, and by year 2, they must be recertified to be sure they still qualified or needed to be moved up to a different AMI.*

Commissioner Powell asked if there was a time limit as to how long they could stay in housing or could they stay the whole 20 years with getting recertified every 3 years. *Ms. Hart said yes, although if their income increased, they would move into the unit they qualified for.*

The motion to adopt a resolution authorizing the County Manager to negotiate and execute an agreement with Swan Run NOAH, LLC, and develop terms and conditions under which Mecklenburg County would allocate a total of \$1,355,499 over a 20-year period to cover twenty (20) years of

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rental subsidy for fourteen (14) affordable rental units at Swan Run available to households earning 30% AMI and below and also to develop terms and conditions and execute an agreement with Housing Collaborative to administer the rental subsidy program was carried unanimously.

Commissioner Dunlap asked if they were 20-year rental agreements; at the rate, it could be 5 years before they could take their first year of rent. He asked if it was 20 years per unit or 20 years from the time the agreement was signed. *Ms. Hart stated that it was 20 years from when the agreement was signed.*

County Manager Diorio said they were rebating them back their property taxes to make their units affordable at 30% AMI. She said if it took 5 years to turn over a unit, they didn't get the money at the time. She said that even though there was a 20-year deed restriction that could be extended, the dollars would be available depending on the time frame for which the units were occupied; the dollars followed the unit.

Commissioner Leake asked if there were units today where people were given a length of time to get to the point where they could move out and take care of their rent from a different perspective. Chair Dunlap said that was the upward mobility issue Commissioner Griffin was concerned about.

Commissioner Leake asked if it was strictly for Mecklenburg County residents. *Ms. Hart said she would get clarification on that.*

DEPARTMENTAL DIRECTORS' MONTHLY REPORTS – NONE

STAFF REPORTS & REQUESTS – NONE

COUNTY COMMISSIONERS REPORTS & REQUESTS

24-0095 AUDIT REVIEW COMMITTEE SELECTION OF INDEPENDENT AUDITOR (COMMISSIONER MEIER)

The Board received as information the recommendation from the Audit Review Committee to appoint Cherry Bekaert, LLP as external auditor for three years beginning with the June 30, 2024 fiscal year end audit.

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Background: The Audit Review Committee met on Tuesday February 6, 2024 to receive the selection committee's recommendation for appointment of the external auditor for the County. The selection committee reviewed responses from the three CPA firms that responded to the County's RFP for external audit services and proposals were evaluated based on experience, qualifications, audit approach and cost. The Selection Committee recommended the appointment of Cherry Bekaert, LLP and the Audit Review Committee approved the recommendation.

Motion was made by Commissioner Meier, seconded by Commissioner Griffin, and unanimously carried (9-0), to approve the recommendation from the Audit Review Committee to appoint Cherry Bekaert, LLP as external auditor for three years beginning with the June 30, 2024 fiscal year end audit.

Chair Dunlap asked if Cherry Bekaert operated under a different name. He stated that when he was chair of the audit committee, auditors had to be changed within a number of years. County Manager Diorio said it wasn't part of the County's rule, and the guidance has changed because there are not as many qualified firms that were willing to do local government work, so the rule that you had to change auditors every 5 years was not the practice anymore.

Chair Dunlap expressed concern that although Cherry Bekaert has been a qualified auditor for a number of years he wanted to ensure there would not be any issues of allowing other firms to have an opportunity.

County Manager Diorio gave a summary of the Request For Proposal (RFP) process.

CONSENT ITEMS

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

**24-0101 SUBCONTRACTOR PRE-QUALIFICATIONS-CONSTRUCTION MANAGER @RISK
FOR FACILITY BASED CRISIS CENTER**

Authorize the Subcontractor Prequalification procedure provided by JE Dunn Construction for the Facility Based Crisis Center project.

Background: The Board of County Commissioners authorized the use of the Construction Manager @ Risk Contract Methodology for this project at the October 17, 2023, BOCC meeting pursuant to G.S. 143-128.1

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Revisions to state law 2014-42 (H1043), amended G.S. 143-135.8 by establishing specific procedural requirements for when, and how, local governments may prequalify construction contractors to bid on construction and repair contracts. These requirements also apply to the prequalification of subcontractors by a Construction Manager at Risk under G.S. 143-128.1(c).

JE Dunn Construction has provided a prequalification process based on the new statutory requirements that meet the following criteria:

- 1. Be uniform, consistent, and transparent in its application to all bidders.*
- 2. Allow all bidders who meet the prequalification criteria to be eligible to bid on the construction or repair work project (in other words, a bidder who meets the prequalification criteria must be allowed to bid on the project).*
- 3. The prequalification criteria, which must be complied with include all of the following:*
 - a. Be rationally related to construction or repair work.*
 - b. Not require that the bidder has previously been awarded a construction or repair project by the governmental entity.*
 - c. Permit bidders to submit history or experience with projects of similar size, scope or complexity.*
- 4. Clearly state the assessment process for the criteria to be used.*
- 5. Establish a process for a bidder to protest to the governmental entity its denial of prequalification. The protest process must be completed prior to any bid opening to allow sufficient time for a bidder whose protest is successful to submit a bid on that project.*
- 6. Outline a process by which the basis for denial of prequalification will be communicated in writing, upon request, to a bidder who is denied prequalification.*

The focus of these requirements is to ensure that a prequalification process is conducted transparently, using criteria that relates to the specific project being bid and are applied objectively and fairly to all bidders. The requirements also give bidders an opportunity to learn why they were denied prequalification and can appeal that denial.

Per the County's Business Diversity and Inclusion (BDI) Provisions, the Construction Manager plans to meet or exceed the following County MWBE Goals for participation in construction sub-contracts:

MBE - 15%

WBE - 8%

Total Goal - 23%

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24-0107 TAX REFUNDS

Approve refunds in the amount of \$250,871.94 as statutorily required to be paid as requested by the County Assessor.

Background: 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 \$8,311.49 to be added to refunds of \$237,469.04. There is no accrued interest to be added to the refunds of \$5,091.41. The total refunds with interest added is \$250,871.94.

THIS CONCLUDED ITEMS APPROVED BY CONSENT

24-0115 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:

24-0062 REVISIONS TO THE MECKLENBURG COUNTY AIR POLLUTION CONTROL ORDINANCE (MCAPCO)

Motion was made by Commissioner Leake, seconded by Commissioner Altman, and unanimously carried, to adopt the revised Mecklenburg County Air Pollution Control Ordinance.

Background: The Mecklenburg County Air Pollution Control Ordinance (MCAPCO) provides for the administration and enforcement of an air pollution control program for the protection of the environment and protection of the public health and applies throughout Mecklenburg County, North Carolina, including but not limited to all cities, towns, hamlets, and villages whether incorporated or unincorporated.

Mecklenburg County Air Quality recommends adoption of revisions to MCAPCO in response to changes to state rules and in accordance with state certification requirements and United States Environmental Protection Agency (USEPA) grant requirements. The proposed revisions have been provided to the County Attorney, the North Carolina Division of Air Quality, and USEPA for their review. The revisions were approved by the Mecklenburg County Air Quality Commission on January 22, 2024.

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**Summary of February 20, 2024 Revisions to the
Mecklenburg County Air Pollution Control Ordinance**

Regulations found in the Mecklenburg County Air Pollution Control Ordinance (MCAPCO) originate from either of two sources. Some are developed by Mecklenburg County, but many are adopted by reference from state rules. This adoption will consist solely of state rules adopted by reference.

The North Carolina Department of Environmental Quality - Division of Air Quality (NCDEQ-DAQ) held public hearings state-wide prior to adoption of these state rules. Changes originate from Chapter 15A of the North Carolina Administrative Code (15A NCAC).

Regulations Adopted by Reference From State Rules

Note: All regulations are adopted by reference from state rules. The description of changes below are summaries and are not intended to be all-inclusive.

Mecklenburg County Air Pollution Control Ordinance Regulation To Be Revised	North Carolina Administrative Code Rule (15A NCAC) (State Code)	Summary of Change(s)
MCAPCO 2.0516	2D .0516 – “Sulfur Dioxide Emissions from Combustion Sources”	This regulation establishes requirements and particulate emission standards for fuel burning indirect heat exchangers. This amendment clarifies that the use of supplemental fuel beyond what is needed for combustion is not a means for compliance with the sulfur dioxide standard in the regulation.
MCAPCO 2.0608	2D .0608 – “Other Large Coal or Residential Oil Burners”	This regulation establishes requirements for determining sulfur dioxide emissions from large coal or residual oil burning units. This amendment provides correction of a typographical error.
MCAPCO 2.0945	2D .0945 – “Petroleum Dry Cleaning”	This regulation establishes requirements and emission standards for volatile organic compounds from petroleum dry cleaning operations. This amendment provides correction of a typographical error.
MCAPCO 2.1204	2D .1204 – “Sewage Sludge Incineration Units”	This regulation establishes requirements and emission standards for multiple pollutants for sewage sludge incineration units. This amendment provides corrections to cross references within the regulation.
MCAPCO 2.1401	2D .1401 – “Definitions”	This regulation establishes definitions for Section 2.1400 for nitrogen oxides. This amendment adds definitions for “EGU (electric generating unit),” “Large non-EGU,” and “NOx (nitrogen oxides) SIP (state implementation plan) Call control period.”
MCAPCO 2.1402	2D .1402 – “Applicability”	This regulation establishes applicability for Section 2.1400 for nitrogen oxides. This amendment adds new regulations 2.1424 and 2.1425 to the list of statewide applicable regulations.
MCAPCO 2.1424	2D .1424 – “Large Non-Electric Generating Units”	This new regulation allows for alternative monitoring options for large

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		non-EGUs to determine NOx emissions during ozone season.
MCAPCO 2.1425	2D .1425 – “NOx SIP Call Budget”	This new regulation provides the NOx ozone season budgets for EGUs and large non-EGUs and requires reporting of NOx emissions.
MCAPCO 2.2608	2D .2608 – “Number of Runs and Compliance Determination”	This regulation establishes that each source test shall consist of three consecutive runs of the applicable test method at the same operating condition, and that compliance with an applicable emission standard is determined using the average of the results from each of the three runs. This amendment provides correction of a typographical error.
MCAPCO 1.5102	2Q .0103 – “Definition of Terms”	This regulation establishes definitions for Section 1.5100 for general provisions and administration. This amendment revises the definition of “Federally-enforceable” and adds a new definition for “State or Local-enforceable only” to align with the usage of these terms in 40 CFR Part 70.6(b).
MCAPCO 1.5503	2Q .0503 – “Definitions”	This regulation establishes definitions for Section 1.5500 for Title V procedures. This amendment revises the definition of “Timely” to align with 40 CFR Part 70.
MCAPCO 1.5504	2Q .0504 – “Option for Obtaining Construction and Operation Permit”	This regulation establishes criteria for obtaining a construction and operation permit for a Title V facility. This amendment removes the paragraph (c) reference to prevention of significant deterioration and new source review for non-attainment areas since those programs apply regardless of the application processing schedule. This amendment also clarifies that the Title V application submittal date is 12 months from becoming subject to Title V for new or first-time permittees.
MCAPCO 1.5505	2Q .0505 – “Application Submittal Content”	This regulation establishes Title V permit content requirements. This amendment provides a minor formatting change with no substantive content changes.
MCAPCO 1.5507	2Q .0507 – “Application”	This regulation establishes Title V permit application requirements. This amendment revises paragraph (a) to clarify that a complete Title V permit application is required to be submitted within 12 months of the source becoming subject to the permit program. The current language requires a timely application be submitted within one year of the date of beginning of operation. The revised language is broader, such that it also encompasses existing sources that become newly subject.
MCAPCO 1.5508	2Q .0508 – “Permit Content”	This regulation establishes requirements for content included in Title V permits. This amendment removes the qualifier,

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		“if regulated” from subparagraph (i)(13) to clarify that fugitive emissions are included in Title V permits, as required by 40 CFR 70.3(d). This amendment also adds language to clarify that Title V permits should only include terms that are enforceable by the Department only (no “federally-enforceable” only terms should be present). Other minor formatting and clarification changes made to align the regulation with Part 70 requirements.
MCAPCO 1.5509	2Q .0509 – “Permitting of Numerous Similar Facilities”	This regulation establishes requirements to issue a single Title V permit to cover numerous similar facilities. This amendment adds language to paragraph (h) to clarify that the granting of a general permit under this regulation is not considered a final permit action for purposes of judicial review to align with 40 CFR 70.6(d)(2).
MCAPCO 1.5514	2Q .0514 – “Administrative Permit Amendments”	This regulation establishes requirements for Title V administrative permit amendments. This amendment removes references to “federally-enforceable” and clarifies language to align with Part 70 requirements.
MCAPCO 1.5516	2Q .0516 – “Significant Permit Modification”	This regulation establishes requirements for Title V significant permit modifications. This amendment adds a new paragraph to state that significant permit modifications shall be processed in accordance with 1.5525.
MCAPCO 1.5518	2Q .0518 – “Final Action”	This regulation establishes requirements for final Title V permit actions to be taken by the Director. This amendment adds a new requirement for the Director to wait 15 days after the end of EPA’s 45-day review period to issue a final permit or permit revision, except for administrative amendments and ownership changes. This amendment also adds a new paragraph (f) to include the 18-month timeframe from Part 70 for taking final action on permit applications.
MCAPCO 1.5521	2Q .0521 – “Public Participation”	This regulation establishes the requirements for providing notice with the opportunity for public comment for issuing Title V permits. This amendment requires that public notices shall remain on the website for the duration of a comment period and that notices of permit actions shall be emailed to persons subscribed to MCAQ’s email list serve for permits. This amendment also adds Part 70 requirements for processing public input.
MCAPCO 1.5522	2Q .0522 – “Review by EPA and Affected States”	This regulation establishes the requirements for MCAQ for providing

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		Title V permit application reviews, proposed permits, and final permits to EPA and for providing Title V final permits to the affected state. This amendment revises the statement of basis and response to comment requirements to align with those in Part 70. This amendment also adds a new paragraph (g) to specify how MCAQ should submit this information.
MCAPCO 1.5525	2Q .0525 – “Application Processing Schedule”	This regulation establishes the timeline requirements for MCAQ for processing Title V permit applications. This amendment revises the regulation to align with current Part 70 requirements and explicitly refers to relevant requirements in other Section 1.5500 regulations.
MCAPCO 1.5526	2Q .0526 – “112(j) Case-By-Case MACT Procedures”	This regulation establishes permit procedures that are required to be followed for an owner or operator of a source required to apply maximum achievable control technology (MACT) pursuant to 2.1109 – “112(j) Case-By-Case Maximum Achievable Control Technology.” This amendment provides minor formatting changes with no substantive content changes.

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24-0068 GRANT APPLICATION – SMART START OF MECKLENBURG COUNTY

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to affirm the submission of a renewal grant application to Mecklenburg Partnership for Children of Mecklenburg County for funding up to \$453,556 for funding to support programs promoting child health and safety for grant period July 1, 2024 - June 30, 2025 for Public Health. The grant deadline is February 29, 2024.

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. FY22 Early Childhood Profile Smart Start data shows that 71% of children are enrolled in 4–5-star childcare facilities, which leaves 29% of children who attend in lower starred facilities. Also, in Mecklenburg County 2.7 % of children 0-3 years receives services through the NC Infant Toddler Program to Address Developmental Risk and Delays. In addition, 3.9% of children 4-5 years of age receive early intervention services through the NC Preschool Exceptional Children Program, according to the North Carolina Early Action Plan Data Report. It is essential that children remain healthy to increase the utilization and access to these services and to provide the appropriate support to ensure that they will be developmentally ready to enter kindergarten. Among North Carolina children ages 2-4 who participate in the Supplemental Nutrition Program for Women, Infants and Children (WIC), the prevalence of overweight and obesity is 30.3%. Consultants use a comprehensive approach of situation appropriate education and technical assistance to promote the well-being of children. The 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.

24-0079 BUDGET AMENDMENT – LUESA SOLID WASTE CAPITAL RESERVE

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to recognize additional funding award from The Recycling Partnership of \$225,000 (for a total of \$875,000) to enhance recycling at the Materials Recycling Facility (MRF), amend the Van Dyk Recycling Co. contract to recognize an increase in contract spending of \$725,000 to account for the costs to acquire and install equipment related to the grant that was received also recognize, receive, and appropriate the total award amount to the General Grant Fund (G705) within the Solid Waste Division of LUESA and to adopt grant project ordinances for the two grants in the Fund (G705).

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Background: LUESA's Solid Waste Division applied for two grants from The Recycling Partnership to fund the retrofitted MRF to recover recyclable plastic PP and PET items from the recyclables at the retrofitted MRF.

The Board initially approved the request to apply for these grants at their May 2, 2023 meeting (File Number 23-0255). The Request For Board Action (RFBA) indicated that the total grant funding requested was \$650,000.

When the Solid Waste Division submitted the grant application to The Recycling Partnership, the County was notified, during the review process, that the potential available funding may be higher than initial projections. The Recycling Partnership awarded Mecklenburg County \$225,000 more than was originally anticipated or requested in the original Board request. Therefore, this Board action is necessary to recognize and receive this additional funding.

Additionally, the grant funding will be used to offset expenses associated with the additional equipment purchased under the Van Dyk Agreement to improve recycling of PP and PET materials and provide for outreach and education related to PP and PET. Therefore, the contract for Van Dyk Recycling shall be increased by \$725,000 to install the equipment supplied by this grant opportunity.

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RECYCLING PARTNERSHIP GRANT AGREEMENT

This agreement ("Grant Agreement") is hereby made and entered into on the last date of execution below ("Effective Date"), by and between The Recycling Partnership, Inc. ("The Partnership") and Mecklenburg County, North Carolina ("Grantee"), which are referred to collectively herein as ("the Parties"), and individually as ("a Party").

RECITALS

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government that operates one or more Material Recovery Facilities sorting residential recyclables (collectively, "MRFs" and individually, a "MRF"), including a MRF located at 1007 Amble Drive, Charlotte, NC 28206 (hereafter "Grantee MRF");

WHEREAS, the Grantee desires to purchase equipment as described under Attachment A, Section j, Project Background and Description, to increase the collection, recycling and circularity of polyethylene terephthalate ("PET"), including PET bottles as well as other rigid PET recyclable packaging such as thermoforms, and to permit the Grantee to increase the scale of collection and delivery of PET to an end market (hereafter, "Purchase");

WHEREAS, the Parties have determined the Purchase will result in increases in the collection, recycling and circularity of PET and allow the Grantee to increase the scale of collection and delivery of PET to an end market;

WHEREAS, The Partnership has determined the Purchase will increase PET recycling and provide environmental benefits and thereby further charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by granting funds to the Grantee to facilitate the Purchase; and

WHEREAS, the Grantee is willing to accept grant funds from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the equipment that is the subject of the Purchase with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership and/or donors to The Partnership's PET Recycling Coalition (hereafter, "Coalition") in such manner and under such terms as the Parties shall reasonably agree.

THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. Grant Agreement Documents; Entire Agreement: This Grant Agreement consists of this document and Attachment A hereto captioned Terms and Conditions and Grantee Work Plan. This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.

2. Term: This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends thirty-six (36) months following the date of the initial operation of the equipment that is the subject of the Purchase, unless the Parties agree to extend the Grant Period by amending this Grant Agreement as provided in Paragraph 7 hereof.

3. Duties of The Partnership and Grantee: Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee in an amount not to exceed THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000) to support the Purchase ("Purchase Grants") and in an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to support community outreach activities ("Community Outreach Grants"). Purchase Grants and Community Outreach Grants, if any, are collectively referred to herein as "Cash Grants" and Cash Grants may be distributed to the Grantee by check or direct deposit, as the Parties shall mutually agree. In exchange for the Cash Grants, the Grantee will (i) take reasonable steps to promptly complete the Purchase and to conduct community outreach activities under the terms and conditions hereof, (ii) commit reasonable employee time and resources to comply with the terms and conditions of this Grant Agreement, (iii) provide such recycling data and other information to The Partnership as set out in this Grant Agreement and as the Parties shall reasonably agree, and (iv) provide such recognition to The Partnership and/or donors to the Coalition in such manner and under such terms as the Parties shall reasonably agree

4. Cash Grant Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee in support of actual allowable expenditures the Grantee has made or otherwise will incur during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure"). An Allowable Expenditure for Purchase Grants is one associated with work performed or goods or services acquired to complete the Purchase as determined by The Partnership in its sole and absolute discretion. An Allowable Expenditure for Community Outreach Grants, if any, is one associated with work performed or goods or services acquired to support community outreach activities of the Grantee related to the acceptance of PET at the Grantee MRF as determined by The Partnership in its sole and absolute discretion. As described in Section I of Attachment A, the Grantee shall submit requests for the distribution of Cash Grants to The Partnership as certain project milestones are accomplished. If the Grantee has been awarded Community Outreach Grants, then in order to be eligible for the distribution of the full amount of Cash Grants, the Grantee must demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded as described in Paragraph 3 hereof. If the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants awarded, then the final amount of Cash Grants distributed shall be reduced by an amount equal to the amount of Community Outreach Grants awarded minus the amount of Allowable Expenditures for Community Outreach Grants demonstrated. The Partnership shall make distributions of Cash Grants to the Grantee within thirty (30) days of receiving from the Grantee one or more invoices prepared as described in Paragraph 5 hereof documenting Allowable Expenditures. Initial Cash Grants from The Partnership for Allowable Expenditures will not exceed

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ninety-five percent (95%) of the total Cash Grants amount and the remaining amount of Cash Grants to be distributed for Allowable Expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be paid as described in Section I Part iv of Attachment A hereof.

5. Invoices: The Grantee shall submit requests for the distribution of Cash Grants to The Partnership in the form of an invoice using a template provided by The Partnership. Requests for distribution of Cash Grants shall include copies of invoices or documents associated with Allowable Expenditures or summarizing the achievement of the milestone for which the Grantee is seeking distribution. The Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid or to be paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of achievement of milestones by the Grantee for each Allowable Expenditure submitted. Requests for the distribution of Cash Grants associated with Community Outreach Grants shall include copies of invoices or documents associated with each Allowable Expenditure for Community Outreach Grants and must also be accompanied by documentation that provides evidence of payment by the Grantee for each such Allowable Expenditure. Grantee’s failure to demonstrate the expenditure of the full amount of Community Outreach Grants, if any, shall result in a reduction of the total Cash Grants to be paid as stipulated in Paragraph 4 hereof.

6. Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Primary Partnership Contact:	Secondary Partnership Contact:	Grantee Contact:
Rob Taylor, VP of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Spence Davenport, Senior Director of Processing Advancement Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Martin Sanford Project Manager Telephone: (980) 613-1549 Email: martin.sanford@mecklenburgcountync.gov

7. Amendments and Changes to Cash Grants Amount: This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 6 hereof.

8. Assignment, Successors and Assigns: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.


9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

[signature page follows]

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The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: 

Rob Taylor
VP of Grants and Community Development

Date: 11-30-2023

MECKLENBURG COUNTY, NORTH CAROLINA

By: _____

Dr. Leslie Johnson
Deputy County Manager

Date: _____

Approved as to Form:

Susan Hall
Assistant County Attorney
Mecklenburg County

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ATTACHMENT A: TERMS AND CONDITIONS AND GRANTEE WORK PLAN

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee may retain such amount of the Cash Grants distributed by The Partnership equal to the total amount of actual Allowable Expenditures incurred plus Community Outreach Grants, if any, received prior to the termination effective date.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 6 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 6 hereof.
- c. Lobbying and Political Activity:** The Grantee shall not use or appropriate Cash Grants to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. Extensions:** The Partnership may grant extensions for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts as set out in Paragraph 6 hereof at least sixty (60) days prior to the due date of an obligation.
- e. Retroactive Costs:** Costs incurred before the Grant Period will not be treated as Allowable Expenditures unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof. The Partnership understands that prior to the Grant Period the Grantee has already undertaken expenditures associated with the Purchase including a payment to a Grantee-hired vendor for equipment to sort PET thermoforms and agrees to treat costs associated with this equipment as an Allowable Expenditure for Purchase Grants.
- f. Travel Expenses:** Cash Grants may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof.
- g. Press Events, Educational Materials and Logo Usage:** The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to (i) designating a suitable representative to appear on behalf of the Grantee at publicity events, (ii) providing relevant and pertinent information to be included in press releases and distributions, (iii) allowing, only after written permission has been provided by the Grantee, for Grantee or Partnership generated images or content associated with the grant to be included in newsletters or other publications produced by The Partnership, and (iv) responding as appropriate to relevant and

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pertinent press inquiries. The foregoing may include, as the Parties shall reasonably agree, one or more donors to Coalition. The Grantee further agrees to permit, as the Parties shall reasonably agree, the use of the names and/or logos of the Grantee, The Partnership and/or one or more donors to such Coalition on one or more educational materials related to the project that is the subject of this Grant Agreement. Grantee's logo shall not be used without prior written approval by the Grantee. The Partnership agrees to give reasonable notice to the Grantee's contact set out in Paragraph 6 hereof regarding any such press events and educational materials.

The Grantee further agrees to provide The Partnership with reasonable notice in advance of any efforts by the Grantee to publicize the project benefiting from Cash Grants for the purpose of allowing the Parties to coordinate any public announcements about the project.

If the Grantee has been awarded Community Outreach Grants, then the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials developed and/or implemented in association with Community Outreach Grant funding unless otherwise agreed by the Parties or prohibited by law. Prior to finalization of such educational materials, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo and associated use of the "Funded in part by" phrasing. The purpose of the logo usage requirement is to publicly recognize The Partnership's support for the Community Outreach Grant funded efforts.

- h. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee in such manner as determined appropriate by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- i. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with the following requirements:
 - i. Sending The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b of Appendix A hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
 - ii. Maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PET for a minimum of three (3) years following the first date of operation of such equipment. Any use of alternative equipment for the

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acceptance, sortation and marketing of PET during such three (3) year period shall require the prior written approval of The Partnership based on sufficient evidence, as determined by The Partnership in its sole discretion, that such alternative equipment will result in equal or greater capture capability and quality than the equipment that is the subject of the Purchase. Additionally, if a request to use alternative equipment is approved, the equipment that is the subject of the Purchase shall then be utilized for the sorting of other marketable recyclables, as determined by The Partnership in its sole discretion.

- iii. Delivering semi-annual project reports (collectively, "Semi-Annual Project Reports" and individually, a "Semi-Annual Project Report") to The Partnership for three (3) years following the initial operation of the equipment that is the subject of the Purchase, which shall include (i) the dates the equipment that is the subject of the Purchase was installed and became operable, (ii) submitting for review by The Partnership a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community, (iii) the total tons of PET captured and baled at the Grantee MRF per month for the semi-annual period in question, with these tons broken down into PET bottle and PET Thermoform tons as possible, (iv) the total tons of inbound commingled residential material received per month at the Grantee MRF for the semi-annual period in question, (v) an assessment of the prevalence of PET bottles and PET thermoforms as a percentage of the overall residential stream received during the semi-annual period in question, (vi) reporting on the end market(s) used for the PET material shipped from the Grantee MRF during the semi-annual period in question, and (vii) such other information as The Partnership and the Grantee shall reasonably agree.
- iv. Submitting to interviews and providing audit and other information regarding the installation and operation of the equipment that is the subject of the Purchase as the Parties shall reasonably agree.
- v. Participating during the Grant Period as reasonably requested in the education of (i) city partners and others regarding the acceptance of PET bottles and PET Thermoforms and (ii) residents regarding such acceptance.
- vi. Submitting for review by The Partnership a draft final project report (hereafter "Final Project Report") at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Project Report. The Partnership will also provide feedback to the Grantee regarding the draft Final Project Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Project Report, and the Final Project Report shall be delivered to The Partnership within sixty (60) days of the end of the Grant Period unless the Parties agree in writing to extend such period.
- vii. Delivering to The Partnership within (30) days of the end of the twelve (12) months following the first date of operation of the equipment that is the subject of the Purchase a community outreach report (hereafter "Community Outreach Report") summarizing the use of Community Outreach Grants, if any, and including a listing of the communities served

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by the Grantee MRF whose residents have been targeted by the Community Outreach Grant funded efforts.

- j. Project Background and Description:** The Grantee owns the Grantee MRF which is located in Charlotte North Carolina. The Grantee MRF is operated by a Grantee-contracted operator. The Grantee MRF receives commingled recyclable materials from community recycling programs and residential units in and around Charlotte, North Carolina. It is estimated by the Grantee that the Grantee MRF receives approximately 86,000 tons of recyclable materials annually from a service area that consists of approximately 435,000 households.

The Grantee is rebuilding the Grantee MRF, and the full scale retrofit of this fifteen (15) year old facility will include the latest technology for efficient sorting of recyclables from residential, commercial and industrial customers in this fast growing area of North Carolina. The goal of this project will be to increase the capture of PET while also enabling the Grantee to create two specific subcategories of the PET commodity: PET bottles and PET thermoforms. This ability to uniquely market PET bottles and PET thermoforms will simultaneously allow the Grantee to support additional capture of new materials by the residential recycling programs feeding the facility while also bolstering local market demand for these materials as feedstocks for circular manufacturing within the state. By separating these subtypes of PET, it is likely that the Grantee will also see greater demand for their recyclable PET commodities.

With the support of the Grant from The Partnership, the Grantee will invest in an innovative approach to sorting PET. While the prior process included a single optical sorter focusing on all PET, this approach required labor to hand sort any lost PET items on the residue lines. The reliance on human sortation also prevented the Grantee from capturing PET thermoforms along with PET bottles. With this retrofit, the Grantee will install three PET optical sorters. The primary optical sorter will extract all PET from the material stream. The second PET optical sorter will remove any non-PET items from the PET stream. The third and final PET optical sorter will separate PET bottles from PET thermoforms. As markets dictate, the Grantee can adjust any of these three optical sorters to target colored and opaque PET if desired. Grant support from The Partnership has enabled the project to include these additional investments as well as the auxiliary equipment required to support these optical units, including conveyors and bunkers. Cash Grants will be used to support the retrofit of these three new opticals which are likely to be installed in the Fall of 2024.

To further support the recovery of PET at the Grantee MRF, the grant project also includes \$75,000 in Community Outreach Grant funding for educating residents among the communities that deliver recyclable material to the Grantee MRF. Community Outreach Grant funded education efforts will include outreach for residents about the acceptance of PET bottles and PET thermoforms as recyclable materials as described in Section k hereof, can include mailers, digital campaigns and / or other outreach methods as agreed upon by the Parties, and must be completed within twelve (12) months of operation of the equipment that is the subject of the Purchase.

The Purchase and the associated community education and outreach are expected to yield result in the recovery of 2,400 new tons of PET bottles and 400 new tons of PET thermoforms per year. The

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actual amount of PET successfully recycled will be confirmed through Grantee reports as described in Section i, Reporting and Post-Award Requirements, hereof.

k. Public Outreach Requirements: Regardless of whether the Grantee has been awarded Community Outreach Grant funding, the Grantee will work in coordination with The Partnership to promote the collection, recycling and circularity of PET as follows:

- i. By informing the community recycling programs delivering recyclable materials to the Grantee MRF that the Grantee has the capacity to accept and sort PET bottles and PET thermoforms;
- ii. By updating its web site to explicitly reflect that PET bottles and PET thermoforms are accepted at the Grantee MRF; and
- iii. By connecting the program managers of the communities whose recyclables are processed at the Grantee MRF with The Partnership's PET outreach resources and urging said communities to update their own websites and outreach materials to reflect that PET bottles and PET thermoforms are accepted by their recycling programs.

l. Distribution Schedule and Requirements: Cash Grants will be distributed by The Partnership as follows:

- i. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been ordered and shipped from the equipment supplier, and that a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community has been submitted.
- ii. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been installed and is operable.
- iii. Thirty-one percent (31%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the first twelve (12) months of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all required public outreach requirements as set out in Section k hereof. In addition, if the Grantee has been awarded Community Outreach Grant funding, then the Grantee must also submit the Community Outreach Report as described in Section i Part vii hereof and, as provided for in Paragraph 4 hereof, the amount of Cash Grants distributed shall be reduced if the Grantee does not demonstrate Allowable

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Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded.

- iv. The remaining amount of Cash Grants, if any, but not more than five percent (5%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership determining in its sole discretion that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the initial twenty-four (24) months following the first date of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all other grant-related activities due as of the date the Grantee submits such Report.

Notwithstanding anything herein to the contrary,

- v. The Partnership may withhold making one or more Cash Grants if the Grantee does not meet its reporting obligations or additional post-award requirements as set out in Section i hereof; and
- vi. In the event the Grantee breaches Section i Part ii hereof by not maintaining (i) the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PET or (ii) such alternative equipment for such purposes as approved by The Partnership for a minimum of three (3) years following the installation of the equipment that is the subject of the Purchase, as determined by The Partnership in its sole discretion, the Grantee acknowledges and agrees that The Partnership shall be entitled to recover from the Grantee fifteen percent (15%) of the total Purchase Grants amount, as well as all reasonable attorneys' fees and costs incurred by The Partnership in a successful proceeding to enforce this Paragraph. Before bringing a proceeding alleging breach of Section i Part ii hereof, The Partnership must provide written notice to the Grantee of its belief that such breach occurred within thirty (30) days of The Partnership's knowledge of the existence of the conditions giving rise to such belief, and the notice shall describe the conditions believed to constitute a breach. The Grantee shall have thirty (30) days to respond to such notice and, if practicable, to remedy such conditions.

m. Project Budget and Grant Funding: The amounts set forth in the table below represent The Partnership's intended total distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Equipment and Technology (Purchase Grants)	Grant funding to support the purchase and installation of equipment by the Grantee to enable and enhance PET recovery at the Grantee MRF.	\$350,000
Outreach Support (Community Outreach Grants)	Grant funding, if any, to support education and outreach activities that raise public awareness about Grantee's ability to accept and recycle PET bottles and PET thermoforms at the Grantee MRF and to encourage participation in PET bottle and thermoform recycling.	\$75,000
Total		\$425,000

Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. As specified in Section l hereof, Cash Grants will be distributed as

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the Grantee accomplishes certain milestones associated with the Purchase. The table below sets out such milestones and the related anticipated Cash Grants distribution amounts:

Expenditure / Achievement Milestone*	Grant Distribution Percentage	Grant Distribution Amount
Equipment Ordered and Shipped from Supplier	32%	\$136,000
Equipment Installed and Operable	32%	\$136,000
Semi-Annual Project Reports Submitted for the First Year of Operation	31%	\$131,750
Semi-Annual Project Reports Submitted for First Two (2) Years of Operation	5%	\$21,250
TOTAL:	100%	\$425,000

*Milestones and associated obligations are described in detail in Section I of Attachment A hereof.

As specified in Paragraph 4 hereof, if the Grantee has been awarded Community Outreach Grants, then the amount of Cash Grants distributed may be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded. All costs associated with implementation of the project that is the subject of this Grant Agreement beyond the grant funding provided by The Partnership are solely the responsibility of the Grantee.

- n. Management of Recyclable Materials:** The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee that have been delivered to the Grantee MRF to be processed using equipment associated with the Purchase will managed responsibly for recycling, recovery, and remanufacturing into new products. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials received and processed by the Grantee at the Grantee MRF will be managed responsibly.
- o. Compliance with Laws and Non-Compliance Notification:** The Grantee hereby certifies that as of the Effective Date, the Grantee MRF is not knowingly in violation of any applicable law, ordinance, code, or regulation that could materially affect the Grantee’s ability to perform its obligations under this Grant Agreement. The Grantee further certifies that as of the Effective Date, the Grantee MRF is not knowingly subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF. If the Grantee MRF (i) violates any applicable law, ordinance, code, or regulation that could materially affect the Grantee’s ability to perform its obligations under this Grant Agreement or (ii) becomes subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF, the Grantee shall provide prompt written notice to the primary and secondary contacts of The Partnership set out in Paragraph 6 hereto.

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**MECKLENBURG COUNTY
Land Use & Environmental Services Agency**

Polyethylene terephthalate Recycling Coalition Grant Application: Mecklenburg County MRF Retrofit Processing Improvements

Section 1 – Key Contacts and Project Highlights:

- Project Director –
 - Martin Sanford, P.E., PMP
 - Mecklenburg County Land Use and Environmental Services Agency
 - 2145 Suttle Avenue, Charlotte, NC 28208
 - (980) 613-1549
 - martin.sanford@mecklenburgcountync.gov

- Project Alternate Contact –
 - Joe Hack, Solid Waste Engineering Manager
 - Mecklenburg County Land Use and Environmental Services Agency
 - 2145 Suttle Avenue, Charlotte, NC 28208
 - (980) 314-3864
 - Joe.Hack@mecklenburgcountync.gov

Key Project Highlights Table

	Households Served			
Number of Households Served by MRF (enter number)	520,270			
	Yes	No	Other	
Are PET Non-Bottle rigids Currently Accepted?		X		
	Yes	No	Other	
Is Pigmented/Opaque PET Currently Accepted?		X		
	Baled with PET bottles	Baled with mixed plastics	Baled in a dedicated stream	Residual
Current Fate of Received PET Non-bottle Rigids (check applicable)	X			

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	Baled with PET bottles	Baled with mixed plastics	Baled in a dedicated stream	Residual
Current Fate of Received Pigmented/Opaque PET (check applicable)	X (opaque)			X (pigmented)
	Number of Tons	Estimate or Actual		
Current Annual Inbound Tons (enter number of total tons of all material and indicate if estimate or actual)	86,168	FY22 actual		
	Number of Outbound Tons	Estimate or Actual		
Current Annual Outbound PET Tons (enter number of tons and indicate if estimate or actual)	1,963	FY22 actual		
	Number of New Inbound Tons	Number of New Outbound Tons		
Projected Increase in Annual PET Tons as a Result of Project (enter estimated number of new tons, if applicable)		2,811 (est. 90% recovery)		

Note: The projected increase in annual PET tons as a result of the project assumes 90% recovery of the marketable PET received at the MRF in FY24/25, which means an increase of 2,810 tons post-retrofit compared to FY22 recovery tonnages, not accounting for any increase to the incoming tonnage. Three years after the retrofit project the MRF is anticipated to receive 115,000 TPY, which is estimated to yield 7,130 tons of recovered PET which is an annual increase of 5,170 tons over FY22 tonnages.

Section 2 – Project Description

Mecklenburg County (County) owns the Metrolina Recycling Facility (MRF) including all the equipment within the building that processes single-stream residential, commercial, and institutional recyclable materials. The facility is operated by Republic Industries, a private contractor. The MRF is over 15 years old and is experiencing operational challenges relative to availability, efficiency, and effective recovery of some materials. The County is planning a full-scale retrofit of the MRF to provide the best methods and separation technology to recycle more efficiently and productively, utilizing modern and efficient standards. The planned retrofit equipment will support improved recovery of polyethylene terephthalate (PET) materials.

Section 2.1 – Description of how PET is Currently Managed by the Applicant

How is PET currently processed in the facility? What types of sortation and processing equipment are used? Please provide a brief description of the flow of PET through the facility.

PET bottles are currently processed/recovered at the MRF using one MSS optical sorter, human sorters for quality control, conveyors, and a storage bunker. Any PET bottles that are not captured at the optical sorter are attempted to be collected by hand sorters prior to conveyance to the residue compactors. The captured PET bottles are stored in a PET bunker until they are baled and shipped out to market. The recovered PET is sold to end-market buyers for manufacturing of carpet and clothing fiber, and new bottles. PET thermoforms/containers are classified as “non-

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program" materials and are not targeted for recovery at the MRF. Any PET containers received at the MRF are collected either with PET bottles or end up in the residual stream which is ultimately sent to a landfill.

Will the project enable an increase in the capture, yield, and/or overall tonnage of PET processed? Please provide a description of how the project will enable an increase in PET recycling.

The addition of a new PET optical sorter, PET QC sorter, PET thermoform optical sorter, and associated conveyors, platforms, and bunker modifications to separate PET thermoforms from PET bottles will increase the capture and overall tonnage of PET bottles and thermoforms processed at the MRF.

The MRF retrofit will incorporate new screening and optical sorter technology that will provide improved recovery of PET materials. PET bottles and containers will be removed utilizing a Tomra optical sorter with a 2nd Tomra optical sorter utilized as a quality control (QC) station for PET. After the PET materials have passed through the PET QC optical sorter, they will be conveyed to a 3rd Tomra optical sorter that will separate PET bottles and thermoforms and convey the bottles and thermoforms to separate bunkers. The captured PET bottles and thermoforms will be stored in separate bunkers until they are baled and shipped out to market.

Are PET non-bottle rigids and pigmented/opaque PET currently accepted and processed?

PET non-bottle rigids and pigmented/opaque PET are currently not acceptable program materials for the MRF; however, the MRF does receive these materials (as non-program materials) through curbside collection programs. Any of these non-bottle PET materials received are not processed for targeted recovery. Non bottled rigid PET is baled with regular PET. Pigmented PET is not recovered and opaque PET ends up in our PET bales. Within the current operating process, PET materials also end up as residuals and are conveyed to the residue compactors and sent to a landfill for disposal.

For all formats currently not accepted or processed, how will the project affect their acceptance and processing?

The incorporation of three new Tomra optical sorters and associated conveyors, platforms, and bunker modification will increase the rate of processing and recovery of PET materials at the MRF. In addition to improved processing capacity, the new optical sorters will allow for separate recovery of PET bottles and thermoforms. The ability to efficiently process thermoforms will allow for our recycling program to educate residents about the acceptance of new PET materials in their curbside recycling programs, and market these materials to new regional end-user customers.

What PET formats do you intend to accept and process as a result of this project?

PET clamshells, PET cups, PET trays, and opaque bottles will be accepted as program materials at the MRF.

How will this project help you market each format either as separate commodities or a unified stream of PET?

The ability to actively recover the material will allow the MRF to produce quality bales of PET bottles and PET thermoforms that meet plastic reclaimer specifications.

Section 2.2 – Description of Investment that is Proposed

The equipment proposed to be used for recovering PET bottles and thermoforms separately will include the following: Three new Tomra optical sorters, discharge conveyors, related electrical and control components, and an additional bunker for the PET thermoforms. The addition of new Tomra optical sorters, within the retrofit design, will allow for increased PET bottle recovery and separate recovery of PET thermoforms from bottles. The MRF is planned to undergo a complete retrofit of the processing equipment and overall process. The grant funding investment will allow for higher recovery of PET and separate recovery and marketing of PET Thermoform bales. Without the funding, any limited amount of PET thermoforms recovered at the MRF will be captured and baled with PET bottles.

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Section 2.3 – Description of Overall Funding and Business Analysis of the Project

The expenditures required for the PET sorting equipment required to improve recovery of PET bottles and add non-bottle PET materials to the list of program materials for the MRF include the following:

- PET Thermoform Optical Sorter and Bunker: \$705,335 delivered and installed
- PET Optical Sorter: \$475k delivered and installed
- PET QC Optical Sorter: \$165,000
- Platforms, bunkers, and controls: \$225,000

The full-scale MRF retrofit costs will be funded from both Solid Waste Division funds and proceeds from a low-interest bond issuance. The \$1,570,335 for the PET sorting and storage equipment will be funded from the overall retrofit funding sources.

The PET QC optical sorter will result in labor savings of approximately \$84,000 per year due to the reduction in manual QC staff. The annual maintenance cost for the new PET equipment is estimated to be \$47,000.

Assuming an overall combined value of \$250 per ton for all recovered PET materials, the estimated payback period is approximately 2 years.

Section 2.4 – Description of Project Effect on Community Recycling Programs and PET Recycling Access

The Metrolina MRF processes recyclable material from Mecklenburg County including the following cities and towns: City of Charlotte, Town of Cornelius, Town of Davidson, Town of Huntersville, Town of Matthews, Town of Mint Hill, and Town of Pineville. The Metrolina MRF also provides processing services to Cabarrus County (including City of Concord and City of Kannapolis), Town of Waxhaw, and periodically from Union County and Gaston County. The installation of new optical sorters and associated equipment will increase PET recovery including the separate recovery of PET thermoforms. Separate recovery and baling of PET thermoforms will allow PET thermoforms to be delivered to a new, nearby PET thermoform recycling facility. The ability to separate thermoforms from bottles will allow the County to begin advertising the inclusion of PET thermoforms as acceptable material in the curbside recycling programs for the City of Charlotte and six other local governments which represent over 1.1 million people and 435,000 households plus additional households in Cabarrus, Union, and Gaston counties.

Section 2.5 – Description of Other Parties Involved or Funding Sources

Mecklenburg County is the sole stakeholder providing funding support for the project. There are no additional essential stakeholders.

Section 2.6 – Description of How the Project Sets an Example or Helps Replicate Other Potential Projects

Technology is a key component of modern MRFs. The use of technology to enhance operations allows for identification, separation, and recovery of a variety of recyclable plastic materials. MRF retrofits are critical projects that improve the efficiency and cost-effectiveness of recovering more plastic materials from curbside collection programs and drop-off facilities. Optical sorters and robots, along with artificial intelligence, are the technological tools that are available and adaptable to existing MRFs that are interested in expanding and increasing the recovery of PET bottles and containers. Our MRF retrofit project will be a replicable example of a MRFs transformation to modern approaches to increased recycling of PET.

Section 2.7 – Describe how up to \$75,000 would be used to enhance public knowledge and awareness of PET recycling and to increase the capture of PET from households in the areas served by the MRF.

The additional \$75,000 in funding would be used to enhance the existing Recycle Right education program that Mecklenburg County operates. Specific enhancements will need to be made to revise the acceptable materials list at

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our MRF. The education enhancements will highlight the recyclability of PET bottles and containers that can be placed in their curbside single-stream carts. Outreach materials will provide both English and Spanish educational materials such as brochures, posters, handouts, and social and traditional media announcements. The Solid Waste Division has a social media presence on Facebook, Twitter, LinkedIn and YouTube, which will allow the PET recyclability message to be distributed through these social media communication channels. Our public education and outreach campaign will create messaging that targets PET materials; however, there will be campaigns that target PET along with other recyclable commodities. Mecklenburg County Solid Waste directly provides recyclable collection service to the Charlotte-Mecklenburg School (CMS) system. As part of a public awareness campaign, the County will work with CMS to highlight the recyclability of PET materials that may be used in their cafeterias.

In addition to printed and digital material, the funding will be utilized to develop a video of MRF operations showing the process of separating and baling recyclable commodities including PET. The video would be posted on the County's Solid Waste website and possibly YouTube. Mecklenburg County will share the education materials with the City of Charlotte and six towns within the County.

Section 3 – Budget

Project Components	Total Cost	Requested Partnership Funding	Mecklenburg County Funding	Other Sources of Funding
PET Bottle Optical Sorter	\$475,000	\$100,000	\$375,000	\$0
PET QC Optical Sorter	\$165,000	\$50,000	\$115,000	\$0
PET platforms, bunker, and controls	\$225,000	\$50,000	\$175,000	
PET Thermoform Optical Sorter plus required conveyors and platforms	\$705,335	\$150,000	\$555,335	\$0
Optional Public Outreach	\$100,000	\$75,000	\$25,000	\$0
Totals	\$1,670,335	\$425,000	\$1,245,335	\$0

Section 4 – Timeline

Given the required timeline for design, manufacturing, shipment, and installation, start-up operation of the MRF retrofit which will include the three optical sorters to be utilized for sorting and quality control of PET bottles and containers will take approximately 17 months with an anticipated startup in November 2024.

- Grant Application Due – June 13, 2023
- Grant Contract Complete – September 14, 2023
- Design/Engineering – October 6, 2023
- Manufacturing and Shipping – April 2024
- Installation and Start Up – November 2024
- Final Report – May 2025

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Section 5 – Measurement Activities and Planning

Mecklenburg County will provide informal progress reports during project development. Mecklenburg County will also provide a final report that includes a discussion on the General Project Results, Final Project Budget, and Final Project Timeline.

Section 6 – Provision of Equipment Quotes

The equipment costs for the PET Thermoform sorting and storage equipment is attached to this grant proposal. The costs for the PET optical sorter and PET QC optical sorter are part of the overall MRF Retrofit project; therefore, the costs provided are a close estimate provided by Van Dyk.

Section 7 – Letter of Support from other Funding Sources or Partnerships

Mecklenburg County is the sole will not receive any additional funding support from No letters of support are included with this grant application.

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Mecklenburg County

Signature Page

Contract Number: 43958107

Amendment Number: 00

Contractor Name: THE RECYCLING PARTNERSHIP INC

MECKLENBURG COUNTY:

ATTEST:

Handwritten signature of Leslie Johnson in black ink.

**Leslie Johnson
Assistant County Manager**

Handwritten signature of James E. Yeager in blue ink.

**James E. Yeager
County Attorney**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

Grant Application recorded in full in Ordinance Book 52, Document #134.

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RECYCLING PARTNERSHIP GRANT AGREEMENT

This agreement ("Grant Agreement") is hereby made and entered into on the last date of execution below ("Effective Date"), by and between The Recycling Partnership, Inc. ("The Partnership") and Mecklenburg County, North Carolina ("Grantee"), which are referred to collectively herein as ("the Parties"), and individually as ("a Party").

RECITALS

WHEREAS, The Partnership is a tax-exempt organization under Section 501(a) of the Internal Revenue Code of 1986, as amended ("Code"), as an organization described in Code Section 501(c)(3) and is classified as a public charity described in Code Section 170(b)(1)(A)(vi);

WHEREAS, the purposes of The Partnership include furthering charitable and educational purposes within the meaning of Code Section 501(c)(3) by engaging in activities related to increasing recycling;

WHEREAS, the Grantee is a local government that operates one or more Material Recovery Facilities sorting residential recyclables (collectively, "MRFs" and individually, a "MRF"), including a MRF located at 1007 Amble Drive, Charlotte, NC 28206 (hereafter "Grantee MRF");

WHEREAS, the Grantee desires to purchase equipment as described under Attachment A, Section j, Project Background and Description, to increase the collection, recycling and circularity of polypropylene ("PP"), including PP rigid recyclable packaging, and to permit the Grantee to increase the scale of collection and delivery of PP to an end market (hereafter, "Purchase");

WHEREAS, the Parties have determined the Purchase will result in increases in the collection, recycling and circularity of PP and allow the Grantee to increase the scale of collection and delivery of PP to an end market;

WHEREAS, The Partnership has determined the Purchase will increase PP recycling and provide environmental benefits and thereby further charitable purposes within the meaning of Code Section 501(c)(3);

WHEREAS, The Partnership desires to further its charitable purposes by granting funds to the Grantee to facilitate the Purchase; and

WHEREAS, the Grantee is willing to accept grant funds from The Partnership under the terms and conditions of this Grant Agreement, including, but not limited to, sharing recycling data and other information related to the equipment that is the subject of the Purchase with The Partnership and others as the Parties shall reasonably agree and recognizing the provision of grant funds by The Partnership and/or donors to The Partnership's Polypropylene Recycling Coalition (hereafter, "Coalition") in such manner and under such terms as the Parties shall reasonably agree.

THEREFORE, in consideration of the mutual promises and covenants contained in this Grant Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

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1. Grant Agreement Documents; Entire Agreement: This Grant Agreement consists of this document and Attachment A hereto captioned Terms and Conditions and Grantee Work Plan. This Grant Agreement comprises the entire agreement between the Parties and supersedes any and all previous and contemporaneous agreements and representations, whether oral or written.

2. Term: This Grant Agreement shall be effective during the Grant Period, which begins on the Effective Date and ends sixty (60) months following the date of the initial operation of the equipment that is the subject of the Purchase, unless the Parties agree to extend the Grant Period by amending this Grant Agreement as provided in Paragraph 7 hereof.

3. Duties of The Partnership and Grantee: Subject to the Grantee satisfying the terms and conditions of this Grant Agreement, The Partnership shall make cash grants to the Grantee in an amount not to exceed THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$375,000) to support the Purchase ("Purchase Grants") and in an amount not to exceed SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to support community outreach activities ("Community Outreach Grants"). Purchase Grants and Community Outreach Grants, if any, are collectively referred to herein as "Cash Grants" and Cash Grants may be distributed to the Grantee by check or direct deposit, as the Parties shall mutually agree. In exchange for the Cash Grants, the Grantee will (i) take reasonable steps to promptly complete the Purchase and to conduct community outreach activities under the terms and conditions hereof, (ii) commit reasonable employee time and resources to comply with the terms and conditions of this Grant Agreement, (iii) provide such recycling data and other information to The Partnership as set out in this Grant Agreement and as the Parties shall reasonably agree, and (iv) provide such recognition to The Partnership and/or donors to the Coalition in such manner and under such terms as the Parties shall reasonably agree

4. Cash Grant Distribution Provisions: The Partnership shall distribute Cash Grants to the Grantee in support of actual allowable expenditures the Grantee has made or otherwise will incur during the Grant Period (collectively, "Allowable Expenditures" and individually, an "Allowable Expenditure") or as otherwise allowed pursuant to this Agreement. An Allowable Expenditure for Purchase Grants is one associated with work performed or goods or services acquired to complete the Purchase as mutually agreed upon by the parties. An Allowable Expenditure for Community Outreach Grants, if any, is one associated with work performed or goods or services acquired to support community outreach activities of the Grantee related to the acceptance of PP at the Grantee MRF as determined as mutually agreed upon by the parties. As described in Section I of Attachment A, the Grantee shall submit requests for the distribution of Cash Grants to The Partnership as certain project milestones are accomplished. If the Grantee has been awarded Community Outreach Grants, then in order to be eligible for the distribution of the full amount of Cash Grants, the Grantee must demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded as described in Paragraph 3 hereof. If the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants awarded, then the final amount of Cash Grants distributed shall be reduced by an amount equal to the amount of Community Outreach Grants awarded minus the amount of Allowable Expenditures for Community Outreach Grants demonstrated. The Partnership shall make distributions of Cash Grants to the Grantee within thirty (30) days of receiving from the Grantee one or more invoices prepared as described in Paragraph 5 hereof documenting Allowable Expenditures. Initial Cash Grants from The Partnership for Allowable Expenditures will not exceed ninety-five percent (95%) of the total Cash Grants amount and the remaining amount of Cash Grants to

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be distributed for Allowable Expenditures, if any, but not more than five percent (5%) of the total Cash Grants amount shall be paid as described in Section I Part iv of Attachment A hereof.

5. Invoices: The Grantee shall submit requests for the distribution of Cash Grants to The Partnership in the form of an invoice using a template provided by The Partnership. Requests for distribution of Cash Grants shall include copies of invoices or documents associated with Allowable Expenditures or summarizing the achievement of the milestone for which the Grantee is seeking distribution. The Grantee shall provide reasonable and appropriate evidence for The Partnership to determine the actual amounts paid or to be paid by the Grantee for work and services associated with each Allowable Expenditure, and documentation that provides evidence of achievement of milestones by the Grantee for each Allowable Expenditure submitted. Requests for the distribution of Cash Grants associated with Community Outreach Grants shall include copies of invoices or documents associated with each Allowable Expenditure for Community Outreach Grants and must also be accompanied by documentation that provides evidence of payment by the Grantee for each such Allowable Expenditure. Grantee’s failure to demonstrate the expenditure of the full amount of Community Outreach Grants, if any, shall result in a reduction of the total Cash Grants to be paid as stipulated in Paragraph 4 hereof.

6. Contacts: Contacts for purposes of this Grant Agreement are set forth below.

Primary Partnership Contact:	Secondary Partnership Contact:	Grantee Contact:
Rob Taylor, VP of Grants and Community Development Telephone: (919) 777-3964 Email: rtaylor@recyclingpartnership.org	Spence Davenport, Senior Director of Processing Advancement Telephone: (919) 619-5580 Email: sdavenport@recyclingpartnership.org	Martin Sanford Project Manager Telephone: (980) 613-1549 Email: martin.sanford@mecklenburgcountync.gov

7. Amendments and Changes to Cash Grants Amount: This Grant Agreement may be amended in a writing signed by the Parties. Notwithstanding the foregoing, the amount of the Cash Grants may be increased or decreased in a writing signed by an authorized person of the Grantee and a Partnership contact as set out in Paragraph 6 hereof.

8. Assignment, Successors and Assigns: Neither Party may transfer, delegate or assign this Grant Agreement, or its rights or obligations hereunder, without the prior written consent of the other Party. Any assignment in violation of this Paragraph will be void. Subject to the restrictions on assignability herein, the terms and conditions of this Grant Agreement will inure to the benefit and will be binding upon the Grantee and The Partnership and their respective permitted successors and assigns.

9. Signature Warranty: Each of the undersigned represents and warrants that he or she is authorized to execute this Grant Agreement.

[signature page follows]

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The Parties have executed this Grant Agreement as of the Effective Date.

THE RECYCLING PARTNERSHIP, INC.

By: 

Rob Taylor
VP of Grants and Community Development

Date: 11-30-2023

MECKLENBURG COUNTY, NORTH CAROLINA

By: _____

Dr. Leslie Johnson
Deputy County Manager

Date: _____

Approved as to Form:

Susan Hall
Assistant County Attorney
Mecklenburg County

ATTACHMENT A: TERMS AND CONDITIONS AND GRANTEE WORK PLAN

- a. Termination:** Either Party may terminate this Grant Agreement in writing with thirty (30) days' notice to the other Party. If the Grantee fails to substantially fulfill its obligations under this Grant Agreement in a timely and proper manner, The Partnership may provide written notice to the Grantee of its intent to terminate this Grant Agreement. Such notice shall specify the reasons for termination and allow the Grantee thirty (30) days to mitigate any specified reasons. If the Grantee fails to cure, as determined by The Partnership in its sole discretion, The Partnership may terminate this Grant Agreement by giving written notice to the Grantee of such termination and the effective date of such termination. In such case, the Grantee may retain such amount of the Cash Grants distributed by The Partnership equal to the total amount of actual Allowable Expenditures incurred plus Community Outreach Grants, if any, received prior to the termination effective date.
- b. Notices:** All notices required by the terms of this Grant Agreement to be sent to The Partnership must be delivered by email with a read receipt requested to The Partnership's primary and secondary contacts set out in Paragraph 6 hereof. All notices required by the terms of this Grant Agreement to be sent to the Grantee must be delivered by email with a read receipt requested to the Grantee's contact set out in Paragraph 6 hereof.
- c. Lobbying and Political Activity:** The Grantee shall not use or appropriate Cash Grants to (i) carry on propaganda or otherwise attempt to influence legislation or (ii) participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- d. Extensions:** The Partnership may grant extensions for the Grantee to perform its obligations hereunder, but such extensions are not guaranteed. If the Grantee desires an extension, the Grantee shall submit a written request to The Partnership's primary and secondary contacts as set out in Paragraph 6 hereof at least sixty (60) days prior to the due date of an obligation.
- e. Retroactive Costs:** Costs incurred before the Grant Period will not be treated as Allowable Expenditures unless approved in writing by a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof. The Partnership understands that prior to the Grant Period the Grantee has already undertaken expenditures associated with the Purchase including a payment to a Grantee-hired vendor for equipment to sort PP containers and agrees to treat costs associated with this equipment as an Allowable Expenditure for Purchase Grants.
- f. Travel Expenses:** Cash Grants may not be used for travel expenses without prior written approval from a primary or secondary contact of The Partnership as set out in Paragraph 6 hereof.
- g. Press Events, Educational Materials and Logo Usage:** The Grantee agrees to cooperate with reasonable efforts by The Partnership to publicize the grant, including, but not limited to (i) designating a suitable representative to appear on behalf of the Grantee at publicity events, (ii) providing relevant and pertinent information to be included in press releases and distributions, (iii) allowing, only after written permission has been provided by the Grantee, for Grantee or Partnership generated images or content associated with the grant to be included in newsletters or other publications produced by The Partnership, and (iv) responding as appropriate to relevant and

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pertinent press inquiries. The foregoing may include, as the Parties shall reasonably agree, one or more donors to Coalition. The Grantee further agrees to permit, as the Parties shall reasonably agree, the use of the names and/or logos of the Grantee, The Partnership and/or one or more donors to such Coalition on one or more educational materials related to the project that is the subject of this Grant Agreement. Grantee's logo shall not be used without prior written approval by the Grantee. The Partnership agrees to give reasonable notice to the Grantee's contact set out in Paragraph 6 hereof regarding any such press events and educational materials.

The Grantee further agrees to provide The Partnership with reasonable notice in advance of any efforts by the Grantee to publicize the project benefiting from Cash Grants for the purpose of allowing the Parties to coordinate any public announcements about the project.

If the Grantee has been awarded Community Outreach Grants, then the Grantee shall use The Partnership logo with the phrase "Funded in part by" on all education materials developed and/or implemented in association with Community Outreach Grant funding unless otherwise agreed by the Parties or prohibited by law. Prior to finalization of such educational materials, The Partnership requires proof review of any campaign materials developed by the Grantee or a third party that uses campaign images, graphics or logos of The Partnership. Upon presentation of materials for review, The Partnership agrees to review proofs and provide feedback within five (5) business days, or it shall lose the right to require the use of The Partnership logo and associated use of the "Funded in part by" phrasing. The purpose of the logo usage requirement is to publicly recognize The Partnership's support for the Community Outreach Grant funded efforts.

- h. Electronic Signatures and Electronic Records:** The Partnership consents to the use of electronic signatures by the Grantee in such manner as determined appropriate by the Grantee. The Parties agree not to deny the legal effect or enforceability of this Grant Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of this Grant Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
- i. Reporting and Additional Post-Award Requirements:** The Grantee shall comply with the following requirements:
- i. Sending The Partnership, within fifteen (15) days of the Effective Date, a notice as set out in Section b of Appendix A hereof with the Grantee's employer identification number, as that term is defined in Treasury Regulations section 301.7701-12, and was assigned to the Grantee by the Internal Revenue Service pursuant to (i) Code Section 6011(b), (ii) corresponding provisions of prior law, or (iii) Code Section 6109, and which consists of nine digits separated by a hyphen in the following format: 00-0000000.
 - ii. Maintaining the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP for a minimum of five (5) years following the first date of operation of such equipment. Any use of alternative equipment for the

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acceptance, sortation and marketing of PP during such five (5) year period shall require the prior written approval of The Partnership based on sufficient evidence, as determined by The Partnership in its sole discretion, that such alternative equipment will result in equal or greater capture capability and quality than the equipment that is the subject of the Purchase. Additionally, if a request to use alternative equipment is approved, the equipment that is the subject of the Purchase shall then be utilized for the sorting of other marketable recyclables, as determined by The Partnership in its sole discretion.

- iii. Delivering semi-annual project reports (collectively, "Semi-Annual Project Reports" and individually, a "Semi-Annual Project Report") to The Partnership for five (5) years following the initial operation of the equipment that is the subject of the Purchase, which shall include (i) the dates the equipment that is the subject of the Purchase was installed and became operable, (ii) submitting for review by The Partnership a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community, (iii) the total tons of PP captured and baled at the Grantee MRF per month for the semi-annual period in question, (iv) the total tons of inbound comingled residential material received per month at the Grantee MRF for the semi-annual period in question, (v) PP prevalence analysis and composition and/or PP as a percentage of the overall residential stream received during the semi-annual period in question, (vi) reporting on the end market(s) used for the PP material shipped from the Grantee MRF during the semi-annual period in question, and (vii) such other information as The Partnership and the Grantee shall reasonably agree.
- iv. Submitting to interviews and providing audit and other information regarding the installation and operation of the equipment that is the subject of the Purchase as the Parties shall reasonably agree.
- v. Participating during the Grant Period as reasonably requested in the education of (i) city partners and others regarding the acceptance of PP and (ii) residents regarding such acceptance.
- vi. Submitting for review by The Partnership a draft of the final project report (hereafter "Final Project Report") at least thirty (30) days prior to the end of the Grant Period. The Partnership will provide the required format for the Final Project Report. The Partnership will also provide feedback to the Grantee regarding the draft Final Project Report, including necessary changes and points of clarification, within fourteen (14) days of receipt of the draft Final Project Report. The Final Project Report shall be delivered to The Partnership within sixty (60) days of the end of the Grant Period unless the Parties agree in writing to extend such period.
- vii. Delivering to The Partnership within (30) days of the end of the twelve (12) months following the first date of operation of the equipment that is the subject of the Purchase a community outreach report (hereafter "Community Outreach Report") summarizing the use of Community Outreach Grants, if any, and including a listing of the communities served by the Grantee MRF whose residents have been targeted by the Community Outreach Grant funded efforts.

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- j. Project Background and Description:** The Grantee owns the Grantee MRF which is located in Charlotte North Carolina. The Grantee MRF is operated by a Grantee-contracted operator. The Grantee MRF receives commingled recyclable materials from community recycling programs and residential units in and around Charlotte, North Carolina. It is estimated by the Grantee that the Grantee MRF receives approximately 86,000 tons of recyclable materials annually from a service area that consists of approximately 435,000 households.

The purpose of the grant project that is the subject of this Grant Agreement is to support equipment upgrades and to optimize the sortation, recovery, and marketing of PP rigid recyclable packaging and other recyclable materials at the Grantee MRF. The Grantee intends to install eight optical sorters on the container line, and one optical sorter at the end of the container line to monitor and recirculate PP and other plastic materials missed due to improper sortation. Capture of recyclables on the container line will be improved by utilizing dual eject opticals targeting PET, PP, and HDPE as well as an optical sorter to capture any missed items prior to residue. Cash Grants will provide capital for the Grantee to support the installation of one (1) dual eject optical targeting PP including supporting structures and storage bunker. The expected timeline for the start of installation is Fall 2024.

To further support the recovery of PP at the Grantee MRF, the grant project also includes \$75,000 in Community Outreach Grant funding for educating residents among the communities that deliver recyclable material to the Grantee MRF. Community Outreach Grant funded education efforts will include outreach for residents about the acceptance of PP as a recyclable material as described in Section k hereof, can include mailers, digital campaigns and/or other outreach methods as agreed upon by the Parties, and must be completed within twelve (12) months of operation of the equipment that is the subject of the Purchase.

The Grantee expects to capture an additional 480 new tons of PP annually as a result of this project. The actual amount of PP successfully recycled will be confirmed through Grantee reports as described in Section i, Reporting and Additional Post-Award Requirements, hereof.

- k. Public Outreach Requirements:** Regardless of whether the Grantee has been awarded Community Outreach Grant funding, the Grantee will work in coordination with The Partnership to promote the collection, recycling and circularity of PP as follows:

- i. By informing the community recycling programs delivering recyclable materials to the Grantee MRF that the Grantee has the capacity to accept and sort PP;
- ii. By updating its web site to explicitly reflect that PP is an accepted material at the Grantee MRF; and
- iii. By connecting the program managers of the communities whose recyclables are processed at the Grantee MRF with The Partnership's PP outreach resources and urging said communities to update their own websites and outreach materials to reflect that PP is accepted by their recycling programs.

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I. Distribution Schedule and Requirements: Cash Grants will be distributed by The Partnership as follows:

- i. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been ordered and shipped from the equipment supplier, and that a complete list of the communities served by the Grantee MRF and an estimate of the total households served within each community has been submitted.
- ii. Thirty-two percent (32%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the equipment that is subject of the Purchase has been installed and is operable.
- iii. Thirty-one percent (31%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership receiving sufficient evidence, as determined by The Partnership in its sole discretion, that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the first twelve (12) months of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all required public outreach requirements as set out in Section k hereof. In addition, if the Grantee has been awarded Community Outreach Grant funding, then the Grantee must also submit the Community Outreach Report as described in Section i Part vii hereof and, as provided for in Paragraph 4 hereof, the amount of Cash Grants distributed shall be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded.
- iv. The remaining amount of Cash Grants, if any, but not more than five percent (5%) of the total Cash Grants amount shall be distributed within thirty (30) days of The Partnership determining in its sole discretion that the Grantee has submitted a satisfactory Semi-Annual Project Report as described in Section i Part iii hereof for the period of time covering the initial twenty-four (24) months following the first date of operation of the equipment that is the subject of the Purchase, and that the Grantee has completed all other grant-related activities due as of the date the Grantee submits such Report.

Notwithstanding anything herein to the contrary,

- v. The Partnership may withhold making one or more Cash Grants if the Grantee does not meet its reporting obligations or additional post-award requirements as set out in Section i hereof; and
- vi. In the event the Grantee breaches Section i Part ii hereof by not maintaining (i) the primary use of the equipment that is the subject of the Purchase for the acceptance, sortation and marketing of PP or (ii) such alternative equipment for such purposes as approved by The

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Partnership for a minimum of five (5) years following the installation of the equipment that is the subject of the Purchase, as determined by The Partnership in its sole discretion, the Grantee acknowledges and agrees that The Partnership shall be entitled to recover from the Grantee fifteen percent (15%) of the total Purchase Grants amount. Before bringing a proceeding alleging breach of Section i Part ii hereof, The Partnership must provide written notice to the Grantee of its belief that such breach occurred within thirty (30) days of The Partnership's knowledge of the existence of the conditions giving rise to such belief, and the notice shall describe the conditions believed to constitute a breach. The Grantee shall have thirty (30) days to respond to such notice and, if practicable, to remedy such conditions.

m. Project Budget and Grant Funding: The amounts set forth in the table below represent The Partnership's intended total distribution of Cash Grants to the Grantee:

Grant Element	Description	Grant Amount
Equipment and Technology (Purchase Grants)	Grant funding to support the purchase and installation of equipment by the Grantee to enable and enhance PP recovery at the Grantee MRF.	\$375,000
Outreach Support (Community Outreach Grants)	Grant funding, if any, to support education and outreach activities that raise public awareness about Grantee's ability to accept and recycle PP at the Grantee MRF and to encourage participation in PP recycling.	\$75,000
Total		\$450,000

Upon mutual agreement of the Parties, the final allocation of Cash Grants may be adjusted between expense categories as necessary. As specified in Section l hereof, Cash Grants will be distributed as the Grantee accomplishes certain milestones associated with the Purchase. The table below sets out such milestones and the related anticipated Cash Grants distribution amounts:

Expenditure / Achievement Milestone*	Grant Distribution Percentage	Grant Distribution Amount
Equipment Ordered and Shipped from Supplier	32%	\$144,000
Equipment Installed and Operable	32%	\$144,000
Semi-Annual Project Reports Submitted for the First Year of Operation	31%	\$139,500
Semi-Annual Project Reports Submitted for First Two (2) Years of Operation	5%	\$22,500
TOTAL:	100%	\$450,000

*Milestones and associated obligations are described in detail in Section l of Attachment A hereof.

As specified in Paragraph 4 hereof, if the Grantee has been awarded Community Outreach Grants, then the amount of Cash Grants distributed may be reduced if the Grantee does not demonstrate Allowable Expenditures for Community Outreach Grants that equal or exceed the amount of Community Outreach Grants that were awarded. All costs associated with implementation of the project that is the subject of this Grant Agreement beyond the grant funding provided by The Partnership are solely the responsibility of the Grantee.

n. Management of Recyclable Materials: The Parties agree that recyclable materials meeting reasonable contamination standards established by the Grantee that have been delivered to the

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Grantee MRF to be processed using equipment associated with the Purchase will managed responsibly for recycling, recovery, and remanufacturing into new products. The Grantee shall work in good faith with The Partnership to address any issues related to the recycling and/or recovery of such materials with the goal that properly prepared recyclable materials received and processed by the Grantee at the Grantee MRF will be managed responsibly.

- o. Compliance with Laws and Non-Compliance Notification:** The Grantee hereby certifies that as of the Effective Date, the Grantee MRF is not knowingly in violation of any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement. The Grantee further certifies that as of the Effective Date, the Grantee MRF is not knowingly subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF. If the Grantee MRF (i) violates any applicable law, ordinance, code, or regulation that could materially affect the Grantee's ability to perform its obligations under this Grant Agreement or (ii) becomes subject to any order or judgement of any court, tribunal or government agency that materially and adversely affects the operation of the Grantee MRF, the Grantee shall provide prompt written notice to the primary and secondary contacts of The Partnership set out in Paragraph 6 hereto.

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**MECKLENBURG COUNTY
Land Use & Environmental Services Agency**

Polypropylene Recycling Coalition Grant Application: Mecklenburg County MRF Retrofit Processing Improvements

Section 1 – Key Contacts and Project Highlights:

- Project Director –
 - Martin Sanford, P.E., PMP
 - Mecklenburg County Land Use and Environmental Services Agency
 - 2145 Suttle Avenue, Charlotte, NC 28208
 - (980) 613-1549
 - martin.sanford@mecklenburgcountync.gov

- Project Alternate Contact –
 - Joe Hack, Solid Waste Engineering Manager
 - Mecklenburg County Land Use and Environmental Services Agency
 - 2145 Suttle Avenue, Charlotte, NC 28208
 - (980) 314-3864
 - Joe.Hack@mecklenburgcountync.gov

Key Project Highlights Table

	Single-Stream	Dual-Stream	Mixed Waste
MRF Type	X		
Current Annual Inbound Tons (enter number of total tons of all material and indicate if estimate or actual)	86,168		
Number of Households Served by MRF (enter number)	520,270		
	Households Served		
Is PP Currently Accepted at MRF?	Yes	No	Other
		X	
Current Fate of Received PP (check applicable)	Marketed as PP bale	Marketed as 1-7 or 3-7 bale	Landfill/disposal
			X

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	Number of Tons	Estimate or Actual
Current Annual PP Tons (enter number of tons)	0	FY22 actual
	Number of New Inbound Tons	Number of New Outbound Tons
Projected Annual PP Tons as a Result of Project (enter number of tons)		690 (est. 90% recovery)

Note: The projected annual PP tons as a result of the project assumes 90% recovery of the marketable PP bottles and containers received at the MRF in FY24/25. Three years after the retrofit project the MRF is anticipated to receive 115,000 TPY, which is estimated to yield 1,030 tons of recovered PP.

Section 2 – Project Description

Mecklenburg County (County) owns the Metrolina Recycling Facility (MRF) including all the equipment within the building that processes single-stream residential, commercial, and institutional recyclable materials. The facility is operated by Republic Industries, a private contractor. The MRF is over 15 years old and is experiencing operational challenges relative to availability, efficiency, and effective recovery of some materials. The County is planning a full-scale retrofit of the MRF to provide the best methods and separation technology to recycle more efficiently and productively, utilizing modern and efficient standards. The planned retrofit equipment will be able to support improved recovery of polypropylene (PP) materials.

Section 2.1 – Description of how Polypropylene is Currently Managed by the Applicant

Is polypropylene currently accepted and processed at the MRF?

PP materials are not considered acceptable curbside single-stream recycling program materials; therefore, they are not currently processed/recovered at the MRF. Any PP materials received at the MRF are processed as residuals which are ultimately sent to a landfill.

If polypropylene is currently not accepted or processed, how will the project make this possible?

The MRF retrofit will incorporate new optical sorter technology that will provide improved recovery of PP materials. PP materials will be removed utilizing a Tomra optical sorter with a 2nd Tomra optical sorter utilized as a quality control (QC) station for PP. The captured PP materials will be stored in a separate bunker until they are baled and shipped out to market.

The addition of a new PP optical sorter, PP QC sorter, bunker, and associated conveyors and platforms will allow for the MRF to process, sort, and market PP materials. The ability to efficiently process PP will allow for our recycling program to educate residents about the acceptance of PP materials in their curbside recycling programs and market the materials to reclaimer processing markets.

What PP formats do you intend to accept and process as a result of this project?

PP bottles/jugs, PP tubs, PP trays, PP clamshells, and PP cups will be accepted as program materials at the MRF.

How will this project help you market polypropylene as a separated commodity?

The ability to actively recover PP material will allow the MRF to produce quality PP bales that meet plastic reclaimer specifications.

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Section 2.2 – Description of Investment that is Proposed

The MRF is planned to undergo a complete retrofit of the processing equipment and overall sorting process. The equipment proposed to be used for recovering PP will include the following: two new Tomra optical sorters, discharge conveyors, and related electrical and control components. The addition of the new Tomra optical sorters, within the retrofit design, will allow for the MRF to begin accepting and recovering PP materials. The grant funding investment will allow for recovery and marketing of PP bales.

Section 2.3 – Description of Overall Funding and Business Analysis of the Project

The expenditures required for the PP sorting equipment required to allow recovery of PP materials at the MRF include the following:

- PP Optical Sorter: \$425k
- PP QC Optical Sorter: \$165,000
- Platforms, bunkers, and controls: \$185,000

The full-scale MRF retrofit costs will be funded from both Solid Waste Division funds and proceeds from a low-interest bond issuance. The \$777,000 for the PP sorting and support equipment will be funded from the overall retrofit funding sources.

Since PP is not currently accepted or recovered at the MRF, the installation of new optical sorters doesn't result in labor savings. The annual maintenance cost for the new PP equipment is estimated to be \$23,310.

Assuming an overall combined value of \$250 per ton for all recovered PP materials, the estimated payback period is approximately 4.5 years.

Section 2.4 – Description of Project Effect on Community Recycling Programs and Polypropylene Recycling Access

The Metrolina MRF processes recyclable material from Mecklenburg County including the following cities and towns: City of Charlotte, Town of Cornelius, Town of Davidson, Town of Huntersville, Town of Matthews, Town of Mint Hill, and Town of Pineville. The Metrolina MRF also provides processing services to Cabarrus County (including City of Concord and City of Kannapolis), Town of Waxhaw, and periodically from Union County and Gaston County. The ability to recover PP material will allow the County to begin advertising the inclusion of PP materials as acceptable material in the curbside recycling programs for the City of Charlotte and six other local governments which represent over 1.1 million people and 435,000 households plus additional households in Cabarrus, Union, and Gaston counties.

Section 2.5 – Description of Other Parties Involved or Funding Sources

Mecklenburg County is the sole stakeholder providing funding support for the project. There are no additional essential stakeholders.

Section 2.6 – Description of How the Project Sets an Example or Helps Replicate Other Potential Projects

Technology is a key component of modern MRFs. The use of technology to enhance operations allows for identification, separation, and recovery of a variety of recyclable plastic materials. MRF retrofits are critical projects that improve the efficiency and cost-effectiveness of recovering more plastic materials from curbside collection programs and drop-off facilities. Optical sorters and robots, along with artificial intelligence, are the technological tools that are available and adaptable to existing MRFs that are interested in expanding and increasing the recovery of PP materials. Our MRF retrofit project will be a replicable example of a MRFs transformation to modern approaches to increased recycling of PP.

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Section 2.7 – Describe how up to \$75,000 would be used to enhance public knowledge and awareness of Polypropylene recycling and to increase the capture of Polypropylene from households in the areas served by the MRF.

The additional \$75,000 in funding would be used to enhance the existing Recycle Right education program that Mecklenburg County operates. Specific enhancements will need to be made to revise the acceptable materials list at our MRF. The education enhancements will highlight the recyclability of PP materials that can be placed in their curbside single-stream carts. Outreach materials will provide both English and Spanish educational materials such as brochures, posters, handouts, and social and traditional media announcements. The Solid Waste Division has a social media presence on Facebook, Twitter, LinkedIn and YouTube, which will allow the PP recyclability message to be distributed through these social media communication channels. Our public education and outreach campaign will create messaging that targets PP materials; however, there will be campaigns that target PP along with other recyclable commodities. Mecklenburg County Solid Waste directly provides recyclable collection service to the Charlotte-Mecklenburg School (CMS) system. As part of a public awareness campaign, the County will work with CMS to highlight the recyclability of PP materials that may be used in their cafeterias.

In addition to printed and digital material, the funding will be utilized to develop a video of MRF operations showing the process of separating and baling recyclable commodities including PP. The video would be posted on the County’s Solid Waste website and possibly YouTube. Mecklenburg County will share the education materials with the City of Charlotte and six towns within the County.

Section 3 – Budget

Project Components	Total Cost	Requested Partnership Funding	Mecklenburg County Funding	Other Sources of Funding
PP Optical Sorter	\$425,000	\$175,000	\$200,000	\$0
PP QC Optical Sorter	\$165,000	\$75,000	\$92,000	\$0
Ancillary controls, conveyors, platform, platform	\$185,000	\$50,000	\$135,000	
Optional Public Outreach	\$100,000	\$75,000	\$25,000	\$0
Totals	\$875,000	\$375,000	\$452,000	\$0

Section 4 – Timeline

Given the required timeline for design, manufacturing, shipment, and installation, start-up operation of the MRF retrofit which will include the two optical sorters to be utilized for sorting and quality control of PP will take approximately 17 months with an anticipated startup in November 2024.

- Grant Application Due – June 13, 2023
- Grant Contract Complete – September 14, 2023
- Design/Engineering – October 6, 2023
- Manufacturing and Shipping – April 2024
- Installation and Start Up – November 2024

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- Final Report – May 2025

Section 5 – Measurement Activities and Planning

Mecklenburg County will provide informal progress reports during project development. Mecklenburg County will also provide a final report that includes a discussion on the General Project Results, Final Project Budget, and Final Project Timeline.

Section 6 – Provision of Equipment Quotes

The costs for the PP optical sorter and PP QC optical sorter are part of the overall MRF Retrofit project; therefore, the costs provided are a close estimate provided by Van Dyk.

Section 7 – Letter of Support from other Funding Sources or Partnerships

Mecklenburg County is the sole will not receive any additional funding support from No letters of support are included with this grant application.

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Mecklenburg County

Signature Page

Contract Number: 43958397

Amendment Number: 00

Contractor Name: THE RECYCLING PARTNERSHIP INC

MECKLENBURG COUNTY:

Handwritten signature of Leslie Johnson in black ink.

**Leslie Johnson
Assistant County Manager**

ATTEST:

Handwritten signature of James E. Yeager in blue ink.

**James E. Yeager
County Attorney**

**APPROVED AS TO INSURANCE
REQUIREMENTS:**

Signature Page 1 of 1

Grant Application recorded in full in Ordinance Book 52, Document #135.

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24-0102 GRANT APPLICATION – SHERRIF’S OFFICE – LOWE’S – HOMETOWN PROJECT GRANT

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to affirm the submission of a grant application to Lowe’s- Hometowns Project grant in the amount of up to \$25,000; and if awarded, adopt a grant project ordinance for the Lowe’s- Hometowns Project grant in the General Grants Fund (G001); and if awarded, recognize, receive, and appropriate awarded funds to the General Grants Fund (G001).

Background: The Mecklenburg County Sheriff’s Office (MCSO) has submitted a grant application for the Lowe’s - Hometowns Program grant, requesting up to \$25,000. Funds will be utilized to upfit existing space within the Detention Center Central G-unit to house the MCSO-Reentry Resource Center. The MCSO Resident Programs division will partner with community partners to staff and provide resources to community members returning to the community after incarceration.

The deadline for the grant submission was February 19, 2024.

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GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying for a grant from Lowe's. The grant is being made available to Mecklenburg County under Lowe's - Hometowns Project grant up to the amount of \$25,000; 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 in the Lowe's - Hometowns Project 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 appropriated for the County to receive the Lowe's-Hometowns Project 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 Lowe's.
- Section 3. The following revenues are anticipated for Mecklenburg County in the General Grants Fund to complete this project:
- | | |
|---------------------------------------|-----------------|
| Lowe's-Hometowns Project Grant | \$25,000 |
|---------------------------------------|-----------------|
- Section 4. The following expenses are appropriated for Mecklenburg County in the General Grants Fund to complete this project:
- | | |
|---------------------------------------|-----------------|
| Lowe's-Hometowns Project Grant | \$25,000 |
|---------------------------------------|-----------------|

Adopted this ____ day of _____

Clerk to the Board

Ordinance recorded in full in Ordinance Book 52, Document #78.

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24-0106 DONATION FROM DP DEVELOPMENT FOR MARTIN LUTHER KING, JR. PARK IMPROVEMENTS

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to recognize, receive, and appropriate a donation of \$50,000 to the Park Capital Reserve Fund (9002) improvements to Martin Luther King, Jr. Park as identified in Approved City of Charlotte Rezoning 2021-266.

Background:

- 1) *DP Development recently rezoned property in proximity of Martin Luther King, Jr. Park for a new development, Rezoning 2021-266, approved August 15, 2022, by the City of Charlotte.*
- 2) *During the rezoning process, DP Development received comments from area residents requesting improvements to amenities within nearby Martin Luther King, Jr. Park. The requested improvements to the park are noted in the approved rezoning document (attached).*
- 3) *The requested improvements have been shared with Mecklenburg County Park and Recreation. In lieu of completing the improvements, Developer has agreed to fund the improvements with a fifty-thousand dollars (\$50,000) donation to the County.*
- 4) *The donated funds will be used to complete the following improvements at Martin Luther King, Jr Park: basketball court renovation with resurfacing, new basketball court equipment (posts, backboards, goals), and drainage improvements, associated tree work around perimeter of basketball court.*

24-0108 GRANT APPLICATION – HUD YOUTH HOMELESSNESS SYSTEM IMPROVEMENT (YHSI) GRANTS

Motion was made by Commissioner Leake, seconded by Commissioner Jerrell, and unanimously carried, to affirm the submission of two grants from the U.S. Department of Housing and Urban Development (HUD) through the Continuum of Care program:

Grant for up to \$400,000 for the year 06/01/2024 - 12/01/2026 to develop community-wide partnerships to better identify and understand the needs of youth at-risk of or experiencing homelessness. (Youth Planning and Partnerships)

Grant for up to \$300,000 for the year 06/01/2024 - 12/01/2026 to support the technical, legal, and planning costs associated with creating data matches or data integration between different data collection sources. (Youth Data)

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If awarded, recognize, receive, and appropriate the multi-year award amount to the General Grants Funds (G001) within Community Support Services; and adopt grant project ordinances for the two grants in the General Grant Fund (G001).

Background: The Youth Planning and Partnerships grant will support the development of community-wide partnerships to better identify and understand the needs of youth at-risk of or experiencing homelessness. Additional activities that will be supported by this funding include community training in best practices for prevention or quickly resolving youth homelessness as well as identifying exit strategies from youth-systems such as child welfare and juvenile justice.

The Youth Data grant funds will support the implementation of a data collection system to improve the community's current response system for youth homelessness by funding the technical, legal, and planning costs associated with creating data matches or data integration between different data collection sources, such as the Homeless Management Information System (HMIS) and school district data.

The application to HUD was submitted by Community Support Services, Lead Agency for the Charlotte-Mecklenburg Continuum of Care. The application was due February 15, 2024.

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GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the U.S. Department of Housing and Urban Development (HUD). The grant has been made available to Mecklenburg County under the Continuum of Care program up to the amount of \$300,000; and

WHEREAS, the grant funds must be used to support the technical, legal, and planning costs associated with creating data matches or data integration between different data collection sources.

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 Youth Homelessness System Improvement (YHSI) 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 Youth Homelessness System Improvement (YHSI) 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 U.S. Department of Housing and Urban Development.
- Section 3. The following revenues are anticipated for Mecklenburg County in the fund G001 to complete this project:
- U.S. Department of Housing and Urban Development
\$300,000.00**
- Section 4. The following amount is appropriated in the fund G001 to complete this project:
- \$300,000.00**

Adopted this 6th day of March, 2024

Clerk to the Board

Ordinance recorded in full in Ordinance Book 52, Document #79.

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GRANT PROJECT ORDINANCE

WHEREAS, Mecklenburg County is applying and/or has been awarded a grant from the U.S. Department of Housing and Urban Development (HUD). The grant has been made available to Mecklenburg County under the Continuum of Care program up to the amount of \$400,000; and

WHEREAS, the grant funds must be used to develop community-wide partnerships to better identify and understand the needs of youth at-risk of or experiencing homelessness.

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 Youth Homelessness System Improvement (YHSI) 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 Youth Homelessness System Improvement (YHSI) 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 U.S. Department of Housing and Urban Development.
- Section 3. The following revenues are anticipated for Mecklenburg County in the fund G001 to complete this project:
- U.S. Department of Housing and Urban Development
\$400,000.00**
- Section 4. The following amount is appropriated in the fund G001 to complete this project:
- \$400,000.00**

Adopted this 6th day of March, 2024

Clerk to the Board

Ordinance recorded in full in Ordinance Book 52, Document #81.

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24-0111 NEW POSITION – HEALTH DEPARTMENT

Motion was made by Commissioner Rodriguez-McDowell, seconded by Commissioner Meier, and unanimously carried, to approve the creation of a full-time Health Program Manager position to be paid from the Centers for Disease Control (CDC) Strengthening US Public Health Infrastructure, Workforce and Data Systems Grant. Funds are available within the budget. This position will support the LatinX community.

Background: The department received funding for the CDC - Strengthening US Public Health Infrastructure, Workforce and Data Systems grant. Grant funds will be used for Strategy 1: Workforce and Strategy 2: Foundational Capabilities. These funds will strengthen our public health workforce by hiring, retaining, supporting, and training public health staff; enhancing health communication initiatives County-wide, supporting foundational technological capabilities and improving health disparities within Mecklenburg County by supporting planned initiatives to address the impacts of social determinants of health. This funding will strengthen our public health workforce.

24-0113 CONVEYING OF PROPERTY – SHERIFF’S OFFICE

Motion was made by Commissioner Leake, seconded by Commissioner Meier, and unanimously carried, to adopt a Resolution approving the conveyance of property from the Mecklenburg County Sheriff’s Office to Johnson C. Smith University.

Background: This action will allow the Mecklenburg County Sheriff’s Office to transfer two (2) high mileage vehicles which have been replaced. The vehicles are one (1) 2014 Dodge Charger and one (1) 2018 Dodge Charger. The vehicles will be disbursed to Johnson C. Smith University for official campus police use. Per North Carolina General Statute G.S. 160A-280, donations to other governmental units of any equipment deemed to be obsolete, surplus, or unused are allowed.

**Meeting Minutes
March 6, 2024**

**MECKLENBURG COUNTY BOARD OF COMMISSIONERS
RESOLUTION ON DONATION OF EQUIPMENT
TO JOHNSON C. SMITH UNIVERSITY**

WHEREAS, the Mecklenburg County Sheriff's Office has two (2) high mileage vehicles which have been scheduled to be decommissioned; and

WHEREAS, the high mileage vehicles are one (1) 2014 Dodge Charger vehicle and one (1) 2018 Dodge Charger vehicle; and

WHEREAS, the Mecklenburg County Sheriff has learned that Johnson C. Smith University campus police is need of such vehicles; and

WHEREAS, NCGS 160A-280 allows one North Carolina local government to donate obsolete or unused personal property to another governmental unit within the United States; and

WHEREAS, as required by law a notice has been posted at least 5 days prior to the March 5, 2024 Board of County Commissioners meeting indicating that the Board of Commissioners would consider donating the high mileage vehicles to Johnson C. Smith University; now, therefore, be it

RESOLVED, that the Mecklenburg County Board of Commissioners does hereby approve donating the two (2) high mileage vehicles and authorizes the County Manager, or his designee, to take all necessary actions to convey title to such equipment to Johnson C. Smith University.

Adopted the 6th day of March 2024.

Approved as to Form:

County Attorney

Clerk to the Board

Resolution recorded in full in Ordinance Book 52, Document #82.

Meeting Minutes
March 6, 2024

COMMISSIONER REPORTS

24-0116 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 Altman, seconded by Commissioner Meier, and unanimously carried, that there being no further business to come before the Board that the meeting be adjourned at 8:16 p.m.

Kristine M. Smith, Clerk to the Board

George Dunlap, Chair