

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, May 27, 2021 - 4:00 PM**

AGENDA
www.monroenc.org

1. Minutes of General Services Committee Meeting of April 15, 2021
2. Downtown Master Plan Update Funds
3. Downtown Incentive PRONTO Grant - 215 S. Main Street
4. Capital Project Budget Ordinance for Parklet
5. Grant Application Runway 5/23 Obstruction Removal
6. Grant Award for Design/Bid of Rehabilitation of Aprons D, E, & F
7. Lease for Quonset Hangar Office Space Aerowood Aviation
8. School Resource Officer Agreement Between City of Monroe and Union Academy Charter School
9. Food Truck Ordinance for the Central Business District (CBD)
10. Various Budget Adjustments for Budgetary Compliance for Fiscal Year 2021 Budget
11. Budget Ordinance to Establish Special Revenue Fund for American Rescue Plan Act Funding

12. Ratify Annual Service Contracts over \$100,000

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
April 15, 2021 4:00 PM

MINUTES

Present: Committee Member Lynn Keziah (Chairman), Committee Member Mayor Pro Tem Marion Holloway, Committee Member Franco McGee, Committee Member Gary Anderson

Absent: Committee Member Hayden Munn

Staff: Brian Borne, Assistant City Manager; Lisa Strickland, Finance Director; S. Mujeeb Shah-Khan, City Attorney; Ashley Ivey, Accounting Manager; Sarah McAllister, Director of Engineering; Pete Hovanec, Director of Communications and Tourism; Shannon Huntley, Police Lieutenant II; Monique Holt, Police Lieutenant I

Visitor(s): Pauline Sherron, Troyanna Helms, Robert Yanacsek

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on April 15, 2021. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from February 18, 2021.

Committee Member Anderson moved to approve the Minutes of the General Services Committee Meeting of February 18, 2021.

Mayor Pro Tem Holloway seconded the motion, which unanimously passed with the following votes:

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee, Committee Member Anderson

NAYS: None

Item 2. Naming Skyway Drive Bridge in Honor of Sergeant Jeffrey Greene.

Director of Engineering, Sarah McAllister presented a request to name the Skyway Drive bridge over US 74 in honor of Sergeant Jeffrey W. Greene.

Ms. Pauline Sherron, on behalf of the Union County Women of Law Enforcement, has requested to name the Skyway Drive bridge over US 74 in honor of Sergeant Jeffrey W. Greene, who was killed while on duty as a Union County Deputy Sheriff in a traffic accident on November 19, 2014 at the intersection of Sutherland Avenue and US 74. The bridge is maintained by the North Carolina Department of Transportation (NCDOT) and Ms. Sherron has begun NCDOT's application process. A resolution of support is required by City Council as part of the application process.

The following is provided by Ms. Sherron on the application regarding Sergeant Greene's contributions and/or significant accomplishments:

Sgt. Jeff Greene was a family man. He was a loving and dedicated husband of 29 years, father of two girls and grandfather to five children. He served honorably in the United States Air Force and in the United States Marines for a total of 10 years. His service to others continued when he joined the Union County Sheriff's Office in 2004. He loved his career and spoke often of being in his "dream job." He supervised in the Jail

Bureau, attained the rank of sergeant, and was supervisor of the Support Services Bureau at the time of his passing. Greene was respected for his leadership, work ethic, professionalism and sincerity. He was always there to help anyone in need. He served as a Sunday School teacher and with the NC Baptist Men's Association on numerous mission trips. Some of those included to Mississippi after Hurricane Katrina, NY City in the aftermath of 9/11, numerous trips to the NC coast after hurricanes, and many more. Greene was just a good guy, dedicated to the service of others.

A copy of the bridge naming application was attached for reference. There is a \$2,000 administrative fee associated with the bridge naming request which the Union County Women of Law Enforcement have raised through community donations. The requesting party is also required to provide three recommendation letters. Six letters have been received to date.

Staff recommends approval of Resolution 2021-24 endorsing the naming of the Skyway Drive bridge over US 74 in honor of Sergeant Jeffrey W. Greene. If the General Services Committee is in agreement, Staff will place this item on the May 11, 2021 City Council consent agenda for approval by Council.

Chairman Keziah and other committee members stated that this is well deserved and discussed what a sad event it was.

Committee Member Anderson made a motion to recommend the approval of the resolution and to forward to City Council for approval.

Committee Member McGee seconded the motion, which unanimously passed with the following votes:

AYES: Chairman Keziah, May Pro Term Holloway, Committee Member McGee, Committee Member Anderson

NAYS: None

Item 3. Historical Marker to Honor Dr. Christine Mann Darden.

Director of Engineering, Sarah McAllister presented a request to consider information pertaining to a historic marker to honor Dr. Christine Mann Darden and to provide Staff direction regarding the sign wording and location.

Council Member Surluta Anthony requested to have the placement of a historic marker in honor of Dr. Christine Mann Darden placed on the agenda. Dr. Darden was born in Monroe in 1942 and attended Winchester Avenue School. She obtained her Ph.D in engineering from George Washington University in 1983. In 1989, Dr. Darden was appointed as the leader of the Sonic Boom Team, a subsidiary of the High Speed Research Program. She was the first African American woman at NASA's Langley Research Center to be promoted into the Senior Executive Service in 2004, the top rank in the federal civil service. Dr. Darden has been the recipient of many awards with the latest being the Congressional Gold Medal in 2019.

Staff has recently ordered a historic marker for Dr. John S. Massey and would recommend the same style marker by Sewah Studios for Dr. Christine Mann Darden. Depending on the preferred wording, the approximate cost of the marker would be \$1,800. Staff recommends for the marker to be a black plate with white letters. An example of the marker was attached in the packet for reference.

A map was shown identifying three parcels that were owned by the Mann family. Based on interviews, Dr. Darden stated that she grew up in one house and her parents built a new house across the street when she was in college. Based on the deeds, this would suggest she grew up at 905 Fairley Avenue. A new home has since been built on that parcel.

The General Services Committee is requested to provide Staff direction regarding the wording and placement for the proposed historic marker honoring Dr. Christine Mann Darden. Budget Amendment BA-2021-09 is provided to appropriate the necessary funds from an administrative account.

Staff recommends approval of Budget Amendment BA-2021-09. Once acceptable to the General Services Committee, a recommendation is requested to City Council regarding the wording and placement. Upon City Council approval, Staff will order the marker and coordinate the installation once received.

Chairman Keziah stated that her father, Mr. Mann was a past City Council member.

Mayor Pro Tem Holloway mentioned ideas for the location of the marker.

Director of Engineering, Sarah McAllister asked if the Committee wanted the wording to come back to the General Services Committee for approval. Chairman Keziah stated, no, it could go straight to City Council.

Mayor Pro Tem Holloway made a motion to approve the budget amendment and forward to City Council for approval.

Committee Member McGee seconded the motion, which unanimously passed with the following votes:

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee, Committee Member Anderson

NAYS: None

Other: None

There being no further business the meeting adjourned at 4:05 p.m.

Committee Chairman, Lynn Keziah



STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Assistant City Manager

DATE: May 27, 2021

FROM: Matthew Black, Downtown Director

SUBJECT: Downtown Master Plan Update Funds

SUMMARY STATEMENT

The General Services Committee is requested to consider moving forward with funding of the Downtown Master Plan Update, which was allocated in the FY21 budget.

REVIEW

City Council approved funding of the Downtown Master Plan update in FY21 budget process; however, with the uncertainty of the impact of Covid-19, staff was told to place the project on hold.

Now, with more certainty in city revenues and budget forecasting, Staff would like to move forward with the allocated funds and put out a Request for Qualifications to potential firms.

The Update of the Downtown Master Plan will realize the accomplishments made in the implementation of the Downtown Master Plan to date, discuss new directions for Downtown and recognize any changes needed. It will also complement the recent updates of the City's Land Use and Transportation and Parks and Greenway Master Plan updates.

RECOMMENDATION

Staff recommends moving forward with the funding of the Downtown Master Plan Update.



CITY OF MONROE

STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Assistant City Manager

DATE: May 20, 2021

PREPARED BY: Matthew Black, Downtown Director

SUBJECT: PRONTO Incentive Grant for 215 S. Main Street

SUMMARY STATEMENT

The Committee is requested to consider a recommendation for the PRONTO downtown economic development incentive to City Council for 215 S. Main Street, Greg and Jen Moore, owners.

REVIEW

Home Brew Catering owners Greg and Jen Moore, have purchased 215 S. Main Street, to operate their current, food service business. The new business project totals approximately 1,672 square feet of food service space and is in the Downtown Master Plan area.

It is the recommendation of the Downtown Advisory Board and staff that the committee recommend the downtown incentive as outlined with the following stipulations:

1. Grant funds for the PRONTO is to not exceed \$8,360.00, payable over a three (3) year period in one-third increments. The first payment shall be given within 30 days of submittal and approval of paid invoices for upfit expenses. Payments 2 and 3 shall be made on the anniversary date of business opening of year 2 and 3.
 2. City will not advance grant funds until project is complete. Once the project has been completed, as proposed, funds will be made available.
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RECOMMENDATION

Downtown Advisory Board and Staff requests General Services Committee recommend the approval of the PRONTO grant to Council with the Resolution and Budget Amendment to appropriate funds.

Attachment: BA-2021-10
Legal Notice
R-2021-32

**BUDGET AMENDMENT
BA-2021-10**

1. Amendment necessary to appropriate funds for Downtown Incentive Programs for Home Brew Catering.

General Fund:

Revenues:

Appropriation of Fund Balance	\$8,360
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Expenses:

Transfer to Downtown Monroe Fund	\$8,360
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Downtown Monroe Fund:

Revenues:

Transfer from General Fund	\$8,360
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Expenses:

Downtown Incentive Programs	\$8,360
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Adopted this 8th day of June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

**RESOLUTION OF MONROE CITY COUNCIL
TO AWARD DOWNTOWN INCENTIVE TO
HOME BREW CATERING
R-2021-32**

WHEREAS, the City of Monroe has adopted a Downtown Incentive Grants Program, hereinafter “Program”; and,

WHEREAS, Home Brew Catering, has duly applied for a Downtown Incentive Grants under said program; and,

WHEREAS, a public hearing was conducted by the City Council on June 8, 2020, at which hearing testimony was given by Matthew Black, Downtown Director, for the City of Monroe; and,

WHEREAS, the City Council makes the following findings with respect to said application:

1. Home Brew Catering located at 215 S. Main Street is approximately 1,672 square feet of food services space and is within the Downtown Monroe Master Plan area.
2. The applicant has a new, food service business at street level in accordance with the Downtown Master Plan.
3. The food service business has had a significant effect on revitalization of the City’s Central Business District as indicated in the Downtown Master Plan.
4. That the applicant meets all other applicable requirements of the Program set forth by the City Council.
5. The business (a) stimulates the local economy, (b) promotes business, and (c) results in creation of job(s) that pay at or above the median wage.

WHEREAS, based on the above findings and other documentation in the file the City Council concludes that the applicant qualifies for the Program for an amount not to exceed \$8,360.00 with up fit subsidy funds available over a 3 year period (initial payment upon submittal and approval of paid invoices, Payment 2 and 3 shall be made at the anniversary date of year 2 and 3, \$2,786.66). With qualification for the incentive established and the economic benefits accrued to the City in the form of new employment, increased tax base and property value, downtown revitalization, and increased City utility revenues, the grant application should be approved subject to compliance with the Program and subject to appropriation; and,

WHEREAS, the City of Monroe and Home Brew Catering seek to enter into an Economic Incentive Agreement under the terms and conditions stated therein.

NOW, THEREFORE, BE IT RESOLVED THAT the incentive application of Home Brew Catering for Downtown Incentive Grants Program is hereby approved pursuant to the terms and

conditions set out in the attached Incentive Agreement, the Incentive Agreement with Home Brew Catering is approved and the Mayor and other staff, as necessary, are authorized to execute any and all documents and instruments necessary to carry out said approval. The appropriation of any funds is reserved for future action consistent with the terms of the Incentive Agreement.

Adopted this 8th day of June 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services

VIA: Brian Borne, Assistant City Manager

DATE: May, 27, 2021

FROM: Matt Black, Downtown Director

SUBJECT: Pilot Parklet Program

SUMMARY STATEMENT

The Committee is requested to consider a recommendation of a Budget Ordinance related to the parklet project in downtown Monroe to City Council.

REVIEW

Downtown Monroe has a planned construction project which will provide additional seating and an outdoor amenity for businesses in the heart of downtown. The parklet project will enhance the reuse and viability of adjacent structures, especially restaurants and retail businesses. The City of Monroe has sought additional funding through Electricities' Downtown Revitalization Grant and was awarded \$10,000 to allocate to the parklet project.

Additional funding will need to be appropriated and added to the current fund balance for this project to be completed.

RECOMMENDATION

Staff requests General Services recommends approval of BO-2021-10 to City Council, which includes designation of Electricities' Downtown Revitalization grant monies (\$10,000) and unspent Downtown Monroe Operating Funds (\$41,500) to capital project MP2102.

Attachment:
BO-2021-10

**CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
DOWNTOWN MONROE PILOT PARKLET PROJECT
BO-2021-10**

WHEREAS, City of Monroe, North Carolina (the “City”) has planned an extension of sidewalk space, called a parklet, which provides additional seating and outdoor amenities and

WHEREAS, the Pilot Parklet project would enhance the reuse and viability of adjacent structures, especially the restaurants and retail businesses along main street; and

WHEREAS, additional funding is imperative to the completion of this project; and

WHEREAS, City of Monroe has sought additional funding through Electricities’ Downtown Revitalization Grant and was awarded \$10,000 to allocate to the Parklet Project; and

WHEREAS, it is recommended for additional funding for the construction of the Parklet Project be appropriated and added to the current funding of this project. Additional funding requested in the amount of \$41,500 is available to transfer from unspent Downtown Monroe Operating Funds; and

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe designate the following to capital project MP2102:

Downtown Monroe Fund:

Expense:

Economic and Physical Development	(\$41,500)
Transfer to General Capital Project Fund	\$ 41,500

General Capital Project Fund:

Revenue:

Transfer from Downtown Monroe Fund	\$ 41,500
Downtown Revitalization Grant	\$ 10,000

Expense:

DM Pilot Parklet Project MP2102	\$ 51,500
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Adopted this 8^h day of June, 2021.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Peter Cevallos, Airport Manager

SUBJECT: Request for Grant Application, Award of Contract – Runway 5-23 Approach Obstruction Removal

SUMMARY STATEMENT

Staff request approval to submit an application to the NC Department of Transportation for grant fund appropriation to conduct the Runway 5-23 Approach Obstruction Removal Project at the Charlotte-Monroe Executive Airport. This project will correct runway approach deficiencies at both ends of Runway 05-23 and will install fencing to correctly enclose all properties at the north end of the Airport. The grant will pay for ninety percent of the project with the remaining ten percent covered by the local match taken from the City's designated fund balance for Airport grant acceptance.

REVIEW

This project has been developed because of deficiencies that have been identified by the FAA. The deficiencies are trees that have reached a sufficient height in which the tops of the trees affect the visual and instrument approaches to both ends of the runway. Currently there are trees off both ends of the runway that are obstructions and considered hazards to the Airport's instrument approaches. The appropriate measure is to remove the trees by either "topping" them, or removing them entirely so they don't affect the approaches. The Airport Engineers Talbert, Bright, & Ellington have developed a project to mitigate these hazards. This project includes three (3) schedules of work: Runway 5 Approach Obstruction Removal; Runway 23 Approach Obstruction Removal; and new perimeter security fencing around the northern boundary of the Runway 23 end Airport property.

The State is authorizing the City to utilize a portion of the FAA non-primary entitlement funds designated to the City for the design and bidding phase of this project. The FAA's Non-Primary

Entitlement Grant Program allocates \$150,000 each year to the City, which can be used in conjunction with other grants funds for airfield projects. Currently the City has 3 years of banked funds, totaling \$450,000 that can be appropriated towards this project. The Airport Engineers Talbert, Bright, & Ellington have submitted a work authorization to provide the design and bidding of this project for \$71,510.30. Once the project plans and specifications are complete, they will be advertised so that construction bids are received. Staff will then work with the State to allocate the balance of the non-primary entitlement funds, and any additional grant funds required to complete the actual construction. The City will use the designated fund balance to provide the required 10% matching funds for the grant.

At their May 11 meeting, the Airport Commission voted unanimously authorizing staff to send this request to City Council for their approval.

RECOMMENDATION

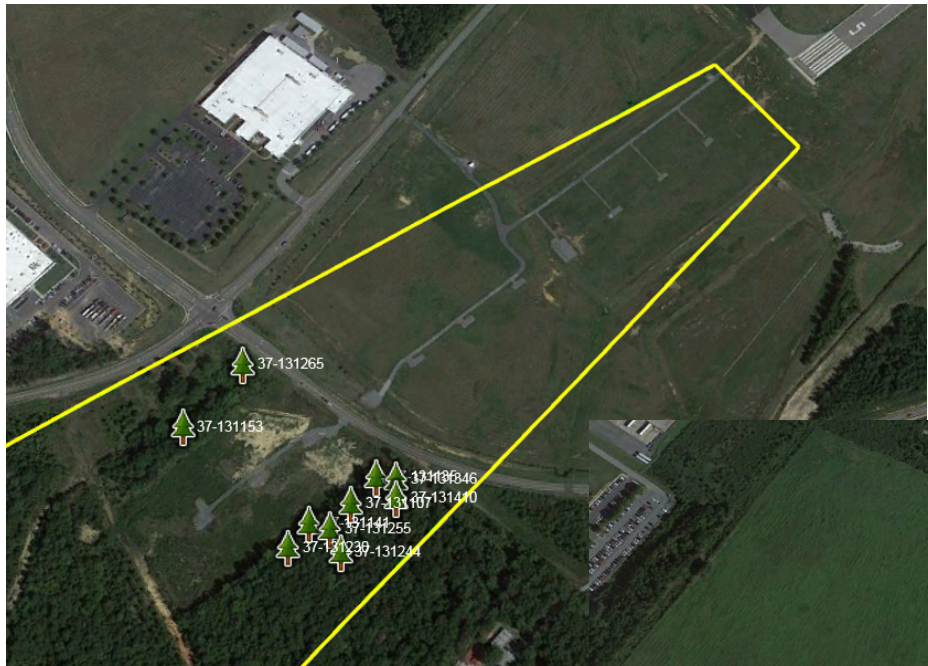
The Airport Commission and staff recommend to City Council:

- Approve the request to apply for non-primary entitlement funds for the Design and Bidding of the Runway 5-23 Approach Obstruction Removal Project;
- Approve Talbert, Bright, & Ellington work authorization to conduct the Design and Bidding of the Runway 5-23 Approach Obstruction Removal Project.

Attachment(s):
Project Diagram
BO 2021-08

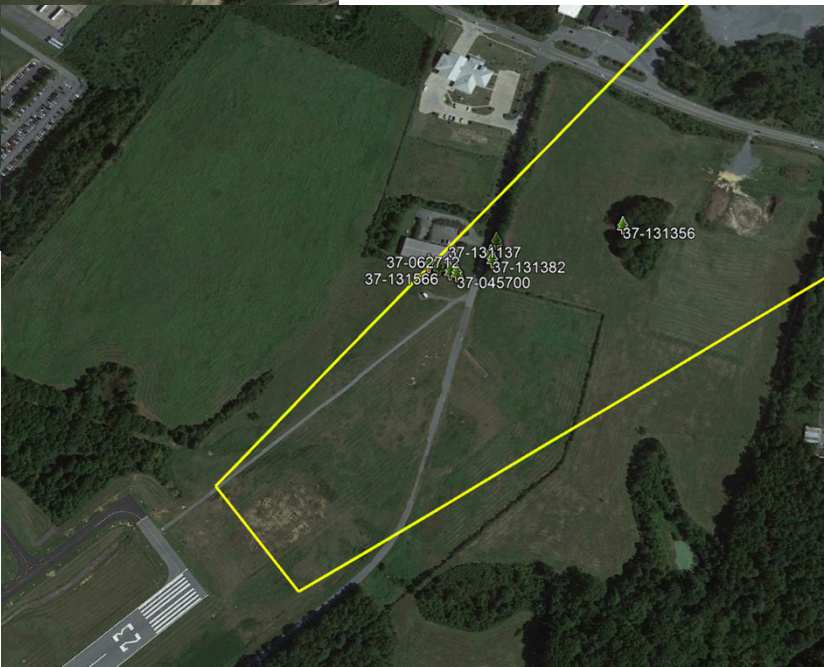
NC Dept. of Transportation Award Letter – NPE Funds
Talbert, Bright, & Ellington Work Authorization

RUNWAY 05-23 APPROACH OBSTRUCTION REMOVAL PROJECT
CHARLOTTE-MONROE EXECUTIVE AIRPORT – MAY 2021



← RUNWAY 05 OBSTRUCTION

Approximately ten trees affecting approach



RUNWAY 23 OBSTRUCTION →

Approximately six trees affecting approach



PROPERTY MAP LEGEND:

YELLOW LINE: CURRENT Airport Fencing

RED LINE: ACTUAL Airport Property, as defined in Exhibit A, Airport Layout Plan dated Jun 2003

**CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
CHARLOTTE-MONROE EXECUTIVE AIRPORT
RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL PROJECT
BO-2021-08**

WHEREAS, the Talbert & Bright is the engineer of record at the Charlotte-Monroe Executive Airport; and

WHEREAS, the City desires to clear obstructions at both runway ends at the Charlotte-Monroe Executive Airport; and

WHEREAS, the City will utilize \$ 64,359.27 from its identified annual allocation of FAA Non-Primary Entitlements fund the NC Department of Transportation helps manage to fund this project. The City wishes to utilize \$ 7,151.03 of the City' s designated fund balance identified for Airport grant acceptance to provide the required 10% matching funds for the grant; and

WHEREAS, the City wishes to authorize Talbert & Bright to provide design and bid services for this project for \$71,510.30.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe applies these grant funds, and the associated local match, toward the design through bidding phase of the capital project titled 'Runway 5-23 Approach Obstruction Removal Project':

General Fund:

Revenue:

Appropriation from Designated Fund Balance	\$7,151
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Expense:

Transfer to Airport Capital Project Fund	\$7,151
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Airport Capital Project Fund:

Revenue:

Transfer from General Fund	\$ 7,151
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Restricted Intergovernmental	\$64,359
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Expense:

Capital Project for Rehabilitation of Aprons	\$71,510
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Adopted this 8th day of June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

10/1/2020

The Honorable Bob Kilgore, Mayor
City of Monroe
PO Box 69
Monroe, NC 28111

RE: NOTIFICATION OF AWARD

Dear Mayor Kilgore:

On behalf of Governor Roy Cooper, Transportation Secretary J. Eric Boyette, and the NC Board of Transportation, please be advised that FAA Federal Fiscal Year (FFY) 2020 *Non-Primary Entitlement* funds have been allocated under the State Block Grant Program for **Charlotte-Monroe Executive**.

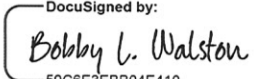
These funds are intended for airside safety needs first, after which other needs can be considered. The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within the performance period of this grant. **Therefore, this award must be fully expended before July 31, 2024, or any unspent funds will be relinquished.**

The specific funding allocation is noted below:

Award ID	Description	Federal Funds	Federal Match
36237.NPE.20	Airfield Improvements	\$150,000	\$16,666

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

59C6E3EBB04E410...
Bobby L. Walston, P.E.
Director of Aviation

BLW/sg

cc: Peter Cevallos, Airport Manager
Caleb Whitby, Airport Project Manager

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

9/21/2019

The Honorable Bob Kilgore
Mayor
City of Monroe
PO Box 69
Monroe, NC 28111

Dear Mayor Kilgore:

On behalf of Governor Roy Cooper, Transportation Secretary James H. Trogdon, III, and the NC Board of Transportation, please be advised that FAA Federal Fiscal Year (FFY) 2019 *Non-Primary Entitlement* funds have been allocated under the State Block Grant Program for **Charlotte-Monroe Executive Airport**.

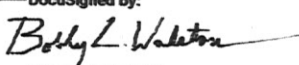
Please note, these funds must be obligated in a grant no later than May 30, 2022. These funds are intended for airside safety needs first, after which other needs can be considered. The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within the performance period of this grant. **Therefore, this award must be fully expended before May 30, 2023, or any unspent funds will be relinquished.**

The specific funding allocation is noted below:

Award ID	Description	Federal Funds	Local Funds
36237.NPE.19	Airfield Improvements	\$150,000	\$16,667

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

59C6E3EBB04E410...

Bobby L. Walston, P.E.
Director of Aviation

BLW/cr

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

JAMES H. TROGDON, III
SECRETARY

September 7, 2018

Mr. Peter Cevallos
Airport Manager
Charlotte-Monroe Executive Airport
3900 Paul J. Helms Drive
Monroe, NC 28110

Dear Mr. Cevallos,

On behalf of Governor Roy Cooper, Transportation Secretary James H. Trogdon, III, and the NC Board of Transportation, please be advised that FAA Federal Fiscal Year (FFY) 2018 *Non-Primary Entitlement* funds have been allocated under the State Block Grant Program for **Charlotte-Monroe Executive Airport**.

Please note, these funds must be obligated in a grant no later than May 30, 2021. These funds are intended for airside safety needs first, after which other needs can be considered. The NCDOT Division of Aviation requires effective airport planning and management for all projects to ensure that funds are expended within the performance period of this grant. **Therefore, this award must be fully expended before May 30, 2022, or any unspent funds will be relinquished.**

The specific funding allocation is noted below:

<u>Award ID</u>	<u>Description</u>	<u>Federal Funds</u>	<u>Local Funds</u>
36237.NPE.18	Airfield Improvements	\$150,000	\$16,667

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

Bobby L. Walston, P.E.
Director of Aviation

BLW/bb

Cc: Roy Cooper, Governor
James H. Trogdon, III, Secretary NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation
Richard Burr, United States Senate

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

WORK AUTHORIZATION

**ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT & ELLINGTON, INC.**

**FOR:
RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL**

**AT:
CHARLOTTE-MONROE EXECUTIVE AIRPORT**

**REFERENCING:
NCDOT-DOA #: TBD**

TBE #3212-2001

February 17, 2021

I. PROJECT SUMMARY

This project includes three (3) schedules of work (Runway 5 Approach Obstruction Removal, Runway 23 Approach Obstruction Removal, and new perimeter security fencing around the northern boundary of the Runway 23 end Airport property and one new double swing manual gate) contained in one (1) set of bid documents. It is the intent of this Work Authorization scope of work that these three (3) schedules of work being funded by one (1) construction grant.

The bid documents will include the obstruction removal limits for the Runway 5 and Runway 23 approach surfaces, including critical glideslope approach surfaces for the existing Runway 5 ILS Glideslope. The approximate limits of the approach areas are depicted on page 10 of this Work Authorization. The final limits of the obstruction removal limits on both runway ends will be based on the results of the obstruction surveys and the availability of grant funds. The proposed perimeter security fence and new double swing manual gate layout shown on page 11 will follow the existing Airport property line shown on the current ALP Update Property Map scheduled to be published in calendar year 2021. The actual fence installation during construction will follow the actual property lines surveyed by the Contractor's surveyor.

Design standards to be used in the project include, but are not limited to, the Federal Aviation Administration's Advisory Circulars: 150/5300-18B "General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards"; 150/5300-13A "Airport Design".

During the project formulation, Work Authorization iterations will be necessary to establish the final scope of services and associated fee. Also included in the project formulation is the administrative cost of managing subconsultants. This is reflected in the equivalent hours on task line items B.3, C.5 and C.6 of Appendix C as allowed by FAA Advisory Circular 150/5100-14E.

Included in this project will be the completion of a Categorical Exclusion. It is anticipated that this project will be categorically excluded and no environmental assessment, permitting and mitigation are anticipated.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for preparation of design, and bidding of the contract plans and specifications for this project includes three (3) schedules of work (Runway 5 Approach Obstruction Removal, Runway 23 Approach Obstruction Removal, and new perimeter security fencing around the northern boundary of the Runway 23 end Airport property and one new double swing manual gate) contained in one (1) set of bid documents. It is the intent of this Work Authorization scope of work that these three (3) schedules of work being funded by one (1) construction grant, as depicted in the attached exhibits, for the Charlotte-Monroe Executive Airport in accordance with the Master Contract dated June 5, 2018.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B will apply; specifically, basic services of the Work Authorization will be a lump sum of **\$64,010.30** (including reimbursable expenses). Special services shall be performed on a not-to-exceed basis with a budget of **\$7,500.00**. The total value of this Work Authorization shall not exceed **\$71,510.30** without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated "Airport Sponsor Grant Expectations"
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5300-18B; General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
- FAA AC 150/5370-2G; Operational Safety On Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction of Airports

IV. WORK TASKS

BASIC SERVICES

The Engineer will prepare three (3) schedules of work (Runway 5 Approach Obstruction Removal, Runway 23 Approach Obstruction Removal, and new perimeter security fencing around the northern boundary of the Runway 23 end Airport property and one new double swing manual gate) contained in one (1) set of bid documents. It is the intent of this Work Authorization scope of work that these three (3) schedules of work being funded by one (1) construction grant. The approximate limits of the approach areas are depicted on page 10 of this Work Authorization. The proposed perimeter security fence and new double swing manual gate layout shown on page 11 will follow the existing Airport property line shown on the current ALP

Update Property Map. The actual fence installation during construction will follow the actual property lines surveyed by the Contractor's surveyor.

DESIGN PHASE SUBMITTAL (90%):

This design phase is intended to identify the obstruction removal areas in the Runway 5 and the Runway 23 approach areas using the results of the unweeded obstruction survey analysis by Woolpert. The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Preliminary Engineering Report
- B. Itemized estimated construction cost (submitted for Minority Goal request).
- C. List of general conditions, special provisions and technical specifications intended for bidding in PDF format
- D. Preliminary plans including in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Phasing and Safety Plan – Runway 5 Approach
 - 4. Phasing and Safety Plan – Runway 23 Approach
 - 5. Tree Removal Plans – Runway 5 Approach
 - 6. Tree Removal Plans – Runway 23 Approach
 - 7. Miscellaneous Details
- E. The obstruction survey will be complete by this time, and summaries will be provided as appendices to the preliminary Engineer's Report. The survey will be incorporated into the drawings by the 90% submittal.
- F. Coordination and Review Meetings: The consultant shall engage in a 90% design review meeting at the client's office with the airport representatives AND the state/federal agency providing the funding for the project approximately 1-2 weeks after submission of the Design Phase Submittal Deliverables.
- G. Submit 7460 through FAA OEAAA website.
- H. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide the 100% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Final Engineering Report (using the Federal Aviation Administration's "Recommended Outline for Engineer's Design Report.")
- B. Itemized estimated cost of construction with 10% contingency
- C. List of general conditions, copies of special provisions and technical specifications

intended for bidding in PDF format

D. Final plans including in PDF format:

1. Cover Sheet
2. Quantities and General Notes
3. Phasing and Safety Plan – Runway 5 Approach
4. Phasing and Safety Plan – Runway 23 Approach portion to also include new security fencing/gate on northern end of Airport property (see page 11 for approximate location)
5. Tree Removal Plans – Runway 5 Approach
6. Tree Removal Plans – Runway 23 Approach
7. Miscellaneous Details

E. CSPP Checklist.

F. Any other information deemed germane to the submittal.

BIDDING PHASE DELIVERABLES:

The Engineer will place and pay for the classified advertisement for the City of Monroe. The Engineer will provide the following bidding phase deliverables:

- A. Attend one (1) pre-bid meeting and provide minutes/attendance list
- B. Attend one (1) bid opening for the combined three (3) schedules of work and provide bid tabulation of bids received, along with submittal of MBE/WBE participation proposed by lowest responsive bidder to NC Division of Aviation for review and concurrence by the NC Division of Aviation.
- C. Scanned copies of all bid proposals received that contain the following information required by the Bid Documents: Non-collusion affidavit, list of all sub-contractors, along with designations of MBE/WBE/DBE's.

Upon receipt of written approval from NC Division of Aviation, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner, including a letter stating how bidder is pre-qualified with NCDOT.

A budgetary amount for payment of a sediment/erosion control permit fee will be included in the final project budget in the event the Engineer needs to pay for this permit fee, if the total disturbed area for obstruction removal on both runway ends exceeds one (1) acre.

SPECIAL SERVICES

Task 1 –Obstruction Survey – Both Runway Ends (Woolpert, Inc.)

An obstruction survey for both runway ends was previously performed in 2019 and 2020 by Woolpert, Inc. for the current Airport Layout Plan (ALP) Update at the Charlotte-Monroe Executive Airport. The obstruction information deliverables for the current ALP Update consisted of the final weeded obstructions required by FAA AC 150-5300-18B. The original unweeded obstructions information for both runway ends is available from the original Woolpert

survey and will be used for the obstruction analysis on this obstruction removal project. Woolpert will provide a new obstruction analysis for the Runway 5 and Runway 23 approaches, as well as the critical glideslope approach surfaces for the Runway 5 Glideslope using the original unweeded obstruction survey data. A vertical allowance of 15 feet will also be applied to the original obstruction survey data to account for tree growth since the original survey.

The final deliverable from Woolpert will be a spreadsheet with the unweeded obstructions in the Runway 5 and Runway 23 approaches. Woolpert is providing this information at no additional charge for this project.

Note: This Work Authorization does not include construction phase services. Specifically, this Work Authorization does not include the pricing for construction contract administration, quality assurance testing, RPR services, as-built surveys, mitigation, and other construction related special services.

Note: This Work Authorization does not include preparing a MBE/WBE plan or goal. The MBE/WBE goal is to be provided by NCDOT-DOA.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule established and agreed upon by the Owner and Engineer.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA requirements and three (3) primary schedules of work (in one plan/specification set) will be provided, with the intent of funding being provided by one grant. The three schedules of work will include the obstruction removal areas for the Runway 5 and Runway 23 Approach Areas/critical glideslope approach surfaces for the Runway 5 ILS Glideslope, and the new perimeter security fencing around the northern boundary of the Runway 23-end Airport property and one new double swing manual gate. The approximate limits of the approach areas are depicted on page 10 of this Work Authorization. The approximate location of the new fencing and manual gate are depicted on page 11. It is also assumed that at least three (3) responsive bids will be obtained during the first bid opening for each of the above schedules, so only one (1) bid opening is required for each project schedule, consistent with North Carolina Bidding Statutes. See Sections "I" and "II" above for additional assumptions related to the proposed scope of services.

VII. EXPENSES/RESIDENT PROJECT REPRESENTATIVE (RPR)

Not applicable for this phase of work

VIII. OTHER

The NCDOT-Division of Aviation shall provide confirmation on the applicable MBE/WBE construction goal, to incorporate into the bidding documents based on the funding source for the project.

- IX. **E-Verify Requirement.** The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Engineer utilizes a subcontractor, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

- X. **Iran Divestment Act Certification.** The Contractor shall comply with the requirements of N.C.G.S. 147-86.59. The Contractor certifies that, as of the date of this contract, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Further, the Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List.

XI. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:
CITY OF MONROE
300 West Crowell St.
Monroe, NC 28112
704-282-4730

ENGINEER:
TALBERT, BRIGHT &
ELLINGTON, INC.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

WITNESS:

WITNESS:

**ENGINEER PROJECT MANAGER
CONTACT INFORMATION:**

Patrick E. Turney, P.E., P.L.S.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

APPENDIX A: DRAWING SHEET LIST

1. Cover Sheet
2. Quantities and General Notes
3. Phasing and Safety Plan – Runway 5 Approach
4. Phasing and Safety Plan – Runway 23 Approach and also includes new security fencing/gate on northern end of Airport property (see page 11 for approximate location)
5. Tree Removal Plans – Runway 5 Approach
6. Tree Removal Plans – Runway 23 Approach
7. Miscellaneous Details

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
NCDOT-DOA #: TBD



PROJECT AREAS EXHIBIT

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
NCDOT-DOA #: TBD



LINE/MARKING LEGEND:
GREEN LINE = Airport fencing
RED LINE = Additional Airport Property,
as defined in Exhibit A, Airport Layout
Plan dated Jun 2003

RUNWAY 23 END PERIMETER SECURITY FENCE/GATE EXHIBIT

**APPENDIX C: BASIC SERVICES LUMP SUM FEE AND
NOT TO EXCEED SUBCONSULTANT SERVICES FEE BACKUP**

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE CHARLOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL	 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.				
BASIC AND SPECIAL SERVICES: LABOR SUMMARY				
MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:		
TASK A - LABOR	(A-102) ENVIRONMENTAL DOCUMENTATION	\$4,168.90		
TASK B - LABOR	(A-104) DESIGN PHASE	\$36,819.17		
TASK C - LABOR	(A-104) GRANT ADMINISTRATION ASSISTANCE	\$8,362.18		
TASK D - LABOR	(A-104) BIDDING PHASE	\$7,807.54		
TASK E - LABOR		\$0.00		
TASK F - LABOR		\$0.00		
TASK G - LABOR		\$0.00		
TASK H - LABOR		\$0.00		
TASK I - LABOR		\$0.00		
TASK J - LABOR		\$0.00		
TASK K - LABOR		\$0.00		
SUBTOTAL LABOR:		\$57,157.78		
BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST				
TASK A - EXPENSES	(A-102) ENVIRONMENTAL DOCUMENTATION	\$1,284.80		
TASK B - EXPENSES	(A-104) DESIGN PHASE	\$1,780.74		
TASK C - EXPENSES	(A-104) GRANT ADMINISTRATION ASSISTANCE	\$0.00		
TASK D - EXPENSES	(A-104) BIDDING PHASE	\$3,786.98		
TASK E - EXPENSES		\$0.00		
TASK F - EXPENSES		\$0.00		
TASK G - EXPENSES		\$0.00		
TASK H - EXPENSES		\$0.00		
TASK I - EXPENSES		\$0.00		
TASK J - EXPENSES		\$0.00		
TASK K - EXPENSES		\$0.00		
SUBTOTAL NON-SALARY DIRECT COSTS:		\$6,852.52		
SUBCONSULTANTS OR SUBCONTRACTORS				
Threatened and Endangered Species/Wetland Survey	PROVIDED BY: S&ME, Inc.	\$7,500.00		
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
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SUBTOTAL OF SUBCONSULTANTS:		\$7,500.00		
TOTAL FEE:		\$71,510.30		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> PREPARED BY: PATRICK E. TURNEY, P.E., P.L.S. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON DATE: 3/18/2021 </td> <td style="width: 50%;"> SPONSOR: PETER CEVALLOS TITLE: AIRPORT MANAGER WBS NUMBER: TBD SIGNATURE: </td> </tr> </table>			PREPARED BY: PATRICK E. TURNEY, P.E., P.L.S. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON DATE: 3/18/2021	SPONSOR: PETER CEVALLOS TITLE: AIRPORT MANAGER WBS NUMBER: TBD SIGNATURE:
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TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON				MAN-HOUR FEE ESTIMATE RLOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL				 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION						
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS														DATE: 3/18/2021
TASK A	(A-102) ENVIRONMENTAL DOCUMENTATION	Principal	Project Manager	Senior Planner	Enginner 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost	
Task A.1	State, Federal, and Local Coordination			4								4	\$ 196.00	
Task A.2	Categorical Exclusion Checklist		1	4					1			6	\$ 293.00	
Task A.3	Draft Documented Categorical Exclusion		2	8					1			11	\$ 545.00	
Task A.4	Final Documented Categorical Exclusion		1	4					2			7	\$ 334.00	
Task A.5												0	\$ -	
Task A.6												0	\$ -	
Task A.7												0	\$ -	
Task A.8												0	\$ -	
Task A.9												0	\$ -	
Task A.10												0	\$ -	
Task A.11												0	\$ -	
Task A.12												0	\$ -	
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TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON			MAN-HOUR FEE ESTIMATE CHARLOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL			 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION								
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS												DATE: 3/18/2021		
TASK B	(A-104) DESIGN PHASE	Principal	Project Manager	Senior Planner	Enginner 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost	
Task B.1	Preliminary Project Review with Owner		2				2					4	\$ 180.00	
Task B.2	Develop Project Scope/Contract/Schedule/Cashflow	1	2				6		1	2		12	\$ 490.00	
Task B.3	Preliminary Estimate		1				1					2	\$ 90.00	
Task B.4	Determine Project Approach		1				2					3	\$ 124.00	
Task B.5	Project Scope/Contract/Schedule/Cashflow Revisions	1	1				3		1	1		7	\$ 306.00	
Task B.6	Request for Aid/Grant Assistance		1				4		2	2		9	\$ 326.00	
Task B.7	Coordination/Meeting with Client/NCDOA		2				8		2	2		14	\$ 518.00	
Task B.8	Coordination with Subconsultant-Request/Receive Existing Obstruction Survey Data		2				2					4	\$ 180.00	
Task B.9	RW 5 Obstruction Analysis (RW 5 TSS/GQS, DS, ILS W, X, Y OCS)							25				25	\$ 625.00	
Task B.10	RW 23 Obstruction Analysis (RW 23 TSS/GQS, DS)							15				15	\$ 375.00	
Task B.11	Cover Sheet		1			2			2			5	\$ 228.00	
Task B.12	Phasing and Safety Plan – Runway 5 Approach		4			2			4			10	\$ 478.00	
Task B.13	Phasing and Safety Plan – Runway 23 Approach		4			4			12			20	\$ 896.00	
Task B.14	Tree Removal Plans – Runway 5 Approach	2	6		18				8			34	\$ 1,798.00	
Task B.15	Tree Removal Plans – Runway 23 Approach	2	6		12				8			28	\$ 1,474.00	
Task B.16	Miscellaneous Details		2			6			8			16	\$ 710.00	
Task B.17	Specifications		8				2		2	6		18	\$ 754.00	
Task B.18	Quantities & Estimates		2				4					6	\$ 248.00	
Task B.19	Quality Assurance		6									6	\$ 336.00	
Task B.20	Revisions		2				4		8			14	\$ 576.00	
Task B.21	7460 Submittal		2				2					4	\$ 180.00	
Task B.22	Engineers Report		4				2		1			7	\$ 333.00	
Task B.23	Sediment and Erosion Control Plan Submittal		2		8		8		1			19	\$ 857.00	
Task B.24												0	\$ -	
TOTAL MAN-HOURS		6	61	0	38	14	50	40	60	13	0	282		
RAW LABOR COSTS PER HOUR		\$81.00	\$56.00	\$49.00	\$54.00	\$45.00	\$34.00	\$25.00	\$41.00	\$26.00	\$28.00			
TOTAL LABOR FEES (Without Multiplier)		\$486.00	\$3,416.00	\$0.00	\$2,052.00	\$630.00	\$1,700.00	\$1,000.00	\$2,460.00	\$338.00	\$0.00		\$ 12,082.00	
TOTAL DIRECT LABOR COSTS:													\$ 12,082.00	
STATE AUDITED OVERHEAD RATES:														
												Apply Multiplier of:	2.770	
												Overhead Subtotal:	\$ 33,471.97	
PROFIT: 10.00%													Profit:	+ \$ 3,347.20
COST OF CAPITAL: 0.00%													Capital Costs:	+ \$ -
TOTAL LABOR COSTS THIS TASK													\$ 36,819.17	

AV FeeEstimate (AV-201)

(Template Date: 05/2014)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON			MAN-HOUR FEE ESTIMATE LOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL					 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION					
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS													DATE: 3/18/2021
TASK C	(A-104) GRANT ADMINISTRATION ASSISTANCE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task C.1	Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources.		1			1	2					4	\$ 169.00
Task C.2	Prepare General Request For Aid (RFA) Requirements as Required by AV-101 Checklist (dated July 2020) to include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOA-APM, NCDOA-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA.		1			2	8					11	\$ 418.00
Task C.3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for PIN Approval of Application.		1			1	6					8	\$ 305.00
Task C.4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.		1			2	8					11	\$ 418.00
Task C.5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-103 Checklist (dated July 2020) and Updates to Grant Budget and Grand Modifications. Assist NCDOA-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.		2			2	12					16	\$ 610.00
Task C.6	Complete Quarterly Status Reports and Update Cash Flow Estimate as required		1			2	6					9	\$ 350.00
Task C.7	Grant Closeout Coordination with Sponsor and NCDOT-DOA		2			2	8					12	\$ 474.00
Task C.8												0	\$ -
Task C.9												0	\$ -
Task C.10												0	\$ -
Task C.11												0	\$ -
Task C.12												0	\$ -
Task C.13												0	\$ -
Task C.14												0	\$ -
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Task C.17												0	\$ -
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Task C.19												0	\$ -
Task C.20												0	\$ -
Task C.21												0	\$ -
Task C.22												0	\$ -
Task C.23												0	\$ -
Task C.24												0	\$ -
TOTAL MAN-HOURS		0	9	0	0	12	50	0	0	0	0	71	
RAW LABOR COSTS PER HOUR		\$81.00	\$56.00	\$49.00	\$54.00	\$45.00	\$34.00	\$25.00	\$41.00	\$26.00	\$28.00		
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$504.00	\$0.00	\$0.00	\$540.00	\$1,700.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 2,744.00
TOTAL DIRECT LABOR COSTS:													\$ 2,744.00
STATE AUDITED OVERHEAD RATES:													
													Apply Multiplier of: 2.770
													Overhead Subtotal: \$ 7,601.98
													Profit: + \$ 760.20
													Capital Costs: + \$ -
TOTAL LABOR COSTS THIS TASK													\$ 8,362.18

AV Fee Estimate (AV-201)

(Template Date: 05/2014)

 DIVISION OF AVIATION
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION

(Template Date: 05/2014)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
		CHARLOTTE-MONROE EXECUTIVE AIRPORT			
		RW 5-23 OBSTRUCTION REMOVAL			
3/18/2021					
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST					
(A-102) ENVIRONMENTAL DOCUMENTATION					
GENERAL PROJECT WORK:					
	QTY	DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	0	Trip(s) in Sedan @	54 miles @	\$0.560	\$0.00
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$19.50	\$0.00
	0	Day	each	\$39.40	\$0.00
	0	Lodging	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	600	8 1/2 x 11 B & W Copies	each	\$0.09	\$54.00
	200	11 x 17 B & W Copies	each	\$0.15	\$30.00
	300	8 1/2 x 11 Color Copies	each	\$0.83	\$249.00
	100	11 x 17 Color Copies	each	\$1.66	\$166.00
	80	24 x 36 B & W Copies	each	\$3.20	\$256.00
	40	24 x 36 Color Copies	each	\$8.62	\$344.80
Shipping / Posta	8	Express Shipping	each	\$20.00	\$160.00
	5	USPS Postage	each	\$5.00	\$25.00
				Subtotal	\$1,284.80
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$0.00
				TOTAL:	\$1,284.80

AV FeeEstimate (AV-201) (5/14)

AV-200 Work Authorization (10/2014)

Page 18 of 21

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE HARLOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) DESIGN PHASE					
3/18/2021					
GENERAL PROJECT WORK:					
QTY		DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	1	Trip(s) in Sedan @	54 miles @	\$0.560	\$30.24
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$19.50	\$0.00
	0	Day	each	\$39.40	\$0.00
	0	Lodging	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	1200	8 1/2 x 11 B & W Copies	each	\$0.09	\$108.00
	50	11 x 17 B & W Copies	each	\$0.15	\$7.50
	0	8 1/2 x 11 Color Copies	each	\$0.83	\$0.00
	0	11 x 17 Color Copies	each	\$1.66	\$0.00
	250	24 x 36 B & W Copies	each	\$3.20	\$800.00
	0	24 x 36 Color Copies	each	\$8.62	\$0.00
Shipping / Posta					
	8	Express Shipping	each	\$20.00	\$160.00
	5	USPS Postage	each	\$5.00	\$25.00
				Subtotal	\$1,130.74
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST
1	1	Sediment/Erosion Control Permit Fee		1	\$ 650.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$650.00
				TOTAL:	\$1,780.74

AV FeeEstimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 RUNWAY 5-23 APPROACH OBSTRUCTION REMOVAL
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE HARLOTTE-MONROE EXECUTIVE AIRPORT RW 5-23 OBSTRUCTION REMOVAL		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) BIDDING PHASE						3/18/2021
GENERAL PROJECT WORK:						
	QTY	DESCRIPTION			UNIT COST	
Travel:						
Personal Mileage	2	Trip(s) in Sedan @	54 miles @	\$0.560	\$60.48	
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00	
Per Diem:	0	Breakfast	each	\$8.60	\$0.00	
	0	Lunch	each	\$11.30	\$0.00	
	0	Dinner	each	\$19.50	\$0.00	
	0	Day	each	\$39.40	\$0.00	
	0	Lodging	each	\$80.00	\$0.00	
	0	Incidental Expenses	each	\$5.00	\$0.00	
Rental Car	0	Sedan		\$45.00	\$0.00	
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00	
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00	
Reproduction:						
	3600	8 1/2 x 11 B & W Copies	each	\$0.09	\$324.00	
	150	11 x 17 B & W Copies	each	\$0.15	\$22.50	
	0	8 1/2 x 11 Color Copies	each	\$0.83	\$0.00	
	0	11 x 17 Color Copies	each	\$1.66	\$0.00	
	1000	24 x 36 B & W Copies	each	\$3.20	\$3,200.00	
		24 x 36 Color Copies	each	\$8.62	\$0.00	
Shipping / Posta	8	Express Shipping	each	\$20.00	\$160.00	
	4	USPS Postage	each	\$5.00	\$20.00	
					Subtotal	\$3,786.98
MISCELLANEOUS DIRECT EXPENSES:						
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST	
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00
					Subtotal	\$0.00
					TOTAL: \$3,786.98	

AV FeeEstimate (AV-201) (5/14)



STAFF REPORT

TO: General Service Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Peter Cevallos, Airport Manager

SUBJECT: Application of NC Department of Transportation Grant, and Award of Contract to Talbert, Bright, & Ellington to Design and Bid the Rehabilitation of Aprons D, E, & F Project

SUMMARY STATEMENT

The City has been notified that the NC Board of Transportation has approved the grant award of \$270,000 in State funds for the Airport's project to rehabilitate Aprons D, E, & F. This money will fund the Airport Engineer Talbert, Bright, & Ellington work to design and bid the project for construction. Staff is working with NC Department of Transportation officials to appropriate the funds towards the project.

REVIEW

This project is a follow-on effort in which the Airport is working with the NC Department of Transportation to program the necessary funds to rehabilitate all the existing pavements at the Airport. The previous project was the Apron Rehabilitation Project, for Aprons A, B, & C, which is finally wrapping up this spring, and will finish with an estimated cost of \$3.1M. The objective of this new project to rehabilitate Aprons D, E, & F will start in front of Hangar 1 (Apron D), continue between the Terminal and Hangar 1 (Apron E), and conclude in front of the Airport Terminal (Apron F). Since Aprons D, E, & F were originally constructed over twenty years ago and have never had major maintenance, the type of rehabilitation that is scheduled for these ramps will be a full depth reconstruction to correct any failures under the pavements, and construct new pavements with weight bearing strength to support up to 100,000 lb. aircraft. It is anticipated that the project cost should be in the same range as the previous apron rehabilitation project, approximately \$3M.

At the March 8 Airport Commission meeting, Mr. Cevallos advised that the NC Board of Transportation notified the City of a State grant for \$270,000 towards the design and bidding of the Rehabilitation of Aprons D, E, & F Project. The Airport Engineers Talbert, Bright, & Ellington have submitted a proposed contract for \$113,985.89 to conduct those professional services. The State has reviewed and approved the scope of work, and authorizes the City to apply for the grant. A portion of the allocated grant will fund the proposed contract, with the City utilizing the designated fund balance to provide the required 10% matching funds. Once the project is advertised and bids are received, the Airport will coordinate with the State for the necessary grant funds to do the actual construction.

At their May 11 meeting, the Airport Commission voted unanimously authorizing staff to send this request to City Council for their approval.

RECOMMENDATION

The Airport Commission and staff is requesting recommend to City Council:

- Approve the request to apply for the grant fund appropriations for the Design and Bidding of the Apron Rehabilitation (Areas D, E, and F) Project;
- Approve Talbert, Bright, & Ellington work authorization to conduct the Design and Bidding of the Apron Rehabilitation (Areas D, E, and F) Project.

Attachment(s):
Project Diagram
NC Dept. of Transportation Notification of Award
BO 2021-09
Talbert, Bright, & Ellington Work Authorization

APRON REHABILITATION (D, E, & F) PROJECT
CHARLOTTE-MONROE EXECUTIVE AIRPORT – MAY 2021



**CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
CHARLOTTE-MONROE EXECUTIVE AIRPORT
APRON REHABILITATION (APRONS D, E, & F) PROJECT
BO-2021-09**

WHEREAS, the Talbert & Bright is the engineer of record at the Charlotte-Monroe Executive Airport; and

WHEREAS, the City desires to rehabilitate Aprons D, E, and F at the Charlotte-Monroe Executive Airport; and

WHEREAS, the City utilize \$102,587.30 from the identified State funds the NC Department of Transportation has programmed to fund this project. The City wishes to utilize \$11,398.58 of the City's designated fund balance identified for Airport grant acceptance to provide the required 10% matching funds for the grant; and

WHEREAS, the City wishes to authorize Talbert & Bright to provide design and bid services for this project for \$113,985.89.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe applies these grant funds, and the associated local match, toward the design through bidding phase of the capital project titled 'Rehabilitation of Aprons D, E, & F Project':

General Fund:

Revenue:

Appropriation from Designated Fund Balance	\$11,399
--	----------

Expense:

Transfer to Airport Capital Project Fund	\$11,399
--	----------

Airport Capital Project Fund:

Revenue:

Transfer from General Fund	\$ 11,399
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Restricted Intergovernmental	\$102,587
------------------------------	-----------

Expense:

Capital Project for Rehabilitation of Aprons	\$113,986
--	-----------

Adopted this 8th day of June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

2/15/2021

The Honorable Bob Kilgore, Mayor
City of Monroe
PO Box 69
Monroe, NC 28111

RE: NOTIFICATION OF AWARD

Dear Mayor Kilgore:

On behalf of Governor Roy Cooper, Transportation Secretary J. Eric Boyette, and the NC Board of Transportation, this Notification of Award serves as official verification that State funds have been programmed for **Charlotte-Monroe Executive**, Project Request No. 4106 for State Fiscal Year (SFY) 2020 and were approved at the February 4, 2021 Board of Transportation Meeting.

Any disbursement of funds described or contemplated herein is subject to appropriation by the General Assembly and appropriate approval or authorization from the Department and/or Board of Transportation.

The specific work elements are noted below:

Award ID	Description	State Funds	Local Funds
36244.24.8.1	Apron Rehabilitation (Area E)	\$270,000	\$30,000

Upon receipt of this award letter, the NCDOT Division of Aviation requires that you submit a Request for Aid within 120 days of receipt. Failure to meet this deadline will result in an elevated score on the annual risk assessment for non-compliance unless an extension is authorized in writing by the NCDOT Division of Aviation. Please visit the NCDOT Connect website listed below, and click on "Next Steps – Initial Instructions," which will walk you through the process from this letter until grant execution.

<https://connect.ncdot.gov/municipalities/State-Airport-Aid/Pages/default.aspx>

The NCDOT Division of Aviation requires effective project management for all projects to ensure that funds needed to complete this project are expended within two years from the date of this letter. Failure to meet this deadline will result in an elevated score on the annual risk assessment for non-compliance unless an extension is authorized in writing by the NCDOT Division of Aviation. Should the Airport encounter reasonable delays, the Division of Aviation has the ability to reprogram existing-year funds to a later year and divert the monies to another airport to expend those funds.

After the project is completed and the final reimbursement request has been processed, the NCDOT Division of Aviation has the authority to rescind any remaining unused funds (with the exception of NPE and Discretionary funds) for use toward other projects. Any disbursement of funds described

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: 919-814-0550
Fax: 919-840-9267

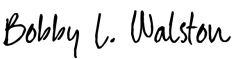
Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

Website: www.ncdot.gov/aviation

or contemplated herein is subject to appropriation by the General Assembly and appropriate authorization from the Department and/or Board of Transportation.

The NCDOT Division of Aviation appreciates your commitment and contribution to our state aviation system and we are excited to partner with you on this grant.

Sincerely,

DocuSigned by:

59C6E3EBB04E410...
Bobby L. Walston, P.E.
Director of Aviation

BLW/sg

cc: Governor Roy Cooper
J. Eric Boyette, Secretary NCDOT
Julie A. White, Deputy Secretary for Multi-Modal Transportation
Richard Burr, United States Senate
Thom Tillis, United States Senate
Dan Bishop, United States Congress
Anthony Lathrop, BOT Representative
Peter Cevallos, Airport Manager

WORK AUTHORIZATION

**ENGINEERING CONSULTING SERVICES BY:
TALBERT, BRIGHT & ELLINGTON, INC.**

**FOR:
APRON REHABILITATION - DESIGN & BIDDING
(AREAS D, E, and PORTION OF PORTION OF PORTION OF F)**

**AT:
CHARLOTTE-MONROE EXECUTIVE AIRPORT**

**REFERENCING:
NCDOT-DOA #: TBD**

TBE #3212-2101

February 17, 2021

I. PROJECT SUMMARY

This project includes three (3) schedules of work (Areas D, E, and Portion of F) contained in one (1) set of bid documents, with the intent of all three (3) schedules of work being funded by one grant.

The bid documents will include the pavement rehabilitation of the existing apron Areas D, E, and Portion of F. The approximate limits of the rehabilitation are depicted on page 10 of this Work Authorization. The final limits of the rehabilitation will be based on the findings of the pre-design geotechnical investigations and the availability of grant funds.

The design and bidding of this project will be funded using State funding. Based on the NC Division of Aviation's "2019 Pavement Management System Update" (PMS Update) the 2019 pavement condition for the apron areas "D" and "F" was a 73, which is a "Satisfactory" condition. The 2019 pavement condition for areas "E" was a 47, which is a "Poor" condition. The PMS Update predicts the 2021 PCI for areas "D" and "F" to be a 69, which becomes a "Fair" condition. The PMS Update predicts the 2021 PCI for areas "E" to be a 40, which becomes a "Very Poor" condition. The PMS Update referenced above provides that aircraft apron pavements below the Critical PCI Apron Value of 55 be considered for major repair and rehabilitation. In addition to the surface conditions observed and reported in the above referenced PMS Update, depressed areas and areas of swelling in the apron pavement areas have been observed during recent site visits by Talbert, Bright & Ellington, Inc. with the Owner and NCDOT. The final pavement rehabilitation methods to be pursued for these areas will be based on the recommendations from the pre-design geotechnical investigations and engineering judgement. Milling to maintain positive drainage away from any adjacent aircraft hangars will also be included, along with pavement markings, shoulder buildup and related incidentals.

This portion of the project is part of the ongoing pavement rehabilitation for the airfield pavement, but is not part of another specific project.

Design standards to be used in the project include, but are not limited to, the Federal Aviation Administration's Advisory Circulars: 150/5320-6F "Airport Pavement Design and Evaluation"; 150/5340-1M "Standards for Airport Marking"; 150/5300-13A "Airport Design".

During the project formulation, Work Authorization iterations will be necessary to establish the final scope of services and associated fee. Also included in the project formulation is the administrative cost of managing subconsultants. This is reflected in the equivalent hours on task line items B.3, C.5 and C.6 of Appendix C as allowed by FAA Advisory Circular 150/5100-14E. Grant administration tasks to be performed by the Engineer will be completed in accordance with NCDOT-Division of Aviation AV checklists

Included in this project will be the preparation of a Written Record Letter to the City of Monroe to be signed and submitted with the grant funding application. It is anticipated that this project will not cause any significant impacts to the environment since all work is within previously disturbed aircraft parking apron areas, and no environmental assessment, permitting and mitigation are anticipated.

Due to existing minimal slopes and low areas in the existing ramp areas, some areas will require grade corrections with transitional depth overlay areas and variable depth overlay areas. The design effort and plan preparation include considerable time to determine the variable depth milling and variable depth bituminous concrete overlay requirements that need to be identified to the contractor to provide positive drainage.

II. CONSULTANT'S SCOPE OF WORK OVERVIEW

Engineering and Planning Services will be provided for preparation of design, and bidding of the contract plans and specifications for three (3) schedules of work (Area D, Area E, and Portion of Area F) contained in one (1) set of bid documents, with the intent of all three (3) schedules of work being funded by one grant, as depicted in the attached exhibits, for the Charlotte-Monroe Executive Airport in accordance with the Master Contract dated June 5, 2018.

The method of payment shall be on a lump sum basis in accordance with Section V, Paragraph A1 and B will apply; specifically, basic services of the Work Authorization will be a lump sum of **\$94,285.89** (including reimbursable expenses). Special services shall be performed on a not-to-exceed basis with a budget of **\$19,650.00**. The total value of this Work Authorization shall not exceed **\$113,935.89** without additional authorization.

III. DESIGN CRITERIA AND REQUIREMENTS

- ADO Generated “Airport Sponsor Grant Expectations”
- FAA AC 150/5300-13A; Airport Design
- FAA AC 150/5320-6F; Airport Pavement Design and Evaluation
- FAA AC 150/5340-1M; Standards for Airport Markings
- FAA AC 150/5370-2G; Operational Safety On Airports During Construction
- FAA AC 150/5370-10H; Standards for Specifying Construction of Airports

IV. WORK TASKS

BASIC SERVICES

The Engineer will prepare one (1) set of plans and specifications as part of the Design Phase services. Three (3) schedules of work will include Areas D, E, and Portion of F. The approximate limits of the rehabilitation are depicted on page 10 of this Work Authorization.

DESIGN PHASE SUBMITTAL (90%):

This design phase is intended to reflect the design using the rehabilitation alternative chosen based on the geotechnical study findings and recommendations. The Engineer will provide the 90% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Preliminary Engineering Report
- B. Itemized estimated construction cost (submitted for Minority Goal request).
- C. List of general conditions, special provisions and technical specifications intended for bidding in PDF format
- D. Preliminary plans including in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Phasing and Safety Plans
 - 4. Demolition, Geometric and Marking Plans
 - 5. Grading and Drainage Plans
 - 6. Pavement Elevations Plans
 - 7. Typical Sections and Pavement Details
 - 8. Miscellaneous Details
- E. The topographic survey and geotechnical investigation will be complete by this time,

and summaries will be provided as appendices to the preliminary Engineer's Report. The survey will be incorporated into the drawings by the 90% submittal.

- F. Coordination and Review Meetings: The consultant shall engage in a 90% design review meeting at the client's office with the airport representatives AND the state/federal agency providing the funding for the project approximately 1-2 weeks after submission of the Design Phase Submittal Deliverables.
- G. Submit 7460 through FAA OEAAA website.
- H. Any other information deemed germane to the submittal.

DESIGN PHASE SUBMITTAL (100%):

This design phase is intended to reflect the final design that incorporates comments from the 90% design submittal and an in-house QA review by the Engineer. The Engineer will provide the 100% design documents for review and comment by the client, the local authorities/stakeholders and the NCDOT-Division of Aviation.

The intended deliverables for this submittal shall include:

- A. Final Engineering Report (using the design report outline in AV-203 on the NCDOT-Division of Aviation's website)
- B. Itemized estimated cost of construction with 10% contingency
- C. List of general conditions, copies of special provisions and technical specifications intended for bidding in PDF format
- D. Final plans including in PDF format:
 - 1. Cover Sheet
 - 2. Quantities and General Notes
 - 3. Phasing and Safety Plans
 - 4. Demolition, Geometric and Marking Plans
 - 5. Grading and Drainage Plans
 - 6. Pavement Elevations Plans
 - 7. Typical Sections and Pavement Details
 - 8. Miscellaneous Details
- E. Any other information deemed germane to the submittal.

BIDDING PHASE DELIVERABLES:

The Engineer will place and pay for the classified advertisement in an area newspaper for the City of Monroe in accordance with FAA/State laws. The Engineer will provide the following bidding phase deliverables:

- A. Attend one (1) pre-bid meeting and provide minutes/attendance list
- B. Attend one (1) bid opening for the combined three (3) schedules of work and provide bid tabulation of bids received, along with submittal of MBE/WBE participation proposed by lowest responsive bidder to NC Division of Aviation for review and concurrence by the NC Division of Aviation.
- C. Scanned copies of all bid proposals received that contain the following information

required by the Bid Documents: Non-collusion affidavit, list of all sub-contractors, along with designations of MBE/WBE/DBE's.

Upon receipt of written approval from NC Division of Aviation, Engineer will provide written summary of bids received and construction contract award recommendation for consideration by the Owner, including a letter stating how bidder is pre-qualified with NCDOT.

SPECIAL SERVICES

Task 1 –Topographic Survey

A topographic survey was previously completed for a previous larger project that was never undertaken. This previous survey will be used as the base mapping for the current project, along with an additional 3.8 acres of new topographic survey on the west side of Apron Area E, as well as a small strip adjacent to the front of the new Customs Terminal, that was not included in the previous original topographic survey.

Task 2 – Predesign Geotechnical (S&ME, Inc.)

1. A previous geotechnical investigation was performed and included borings as depicted on the “Additional Soil Boring Locations” exhibit on page 11. To supplement these original borings, an additional seven (7) new borings (depicted as solid red dots) will be required for proposed apron rehabilitation Areas D, E having an area of approximately 68,000 square feet and FAA AC 150/5320-6F Table 2-1 listing one boring per 10,000 square feet of pavement area. Similarly, for apron rehabilitation Area F, an additional four (4) new borings will be required for proposed apron rehabilitation Area F having an area of approximately 31,400 square feet and FAA AC 150/5320-6F Table 2-1 listing one boring per 10,000 square feet of pavement area, and accounting for two previous borings already performed in this area in the previous geotechnical investigation. Boring depths will be to 10 feet or auger refusal, whichever comes first.
2. In-place CBR tests will be performed at each test location using Corps of Engineers dynamic cone penetrometer. The dynamic cone penetrometer will be driven a minimum of 2 feet into the subgrade. Additional tests will also be performed using a Sowers dynamic cone penetrometer.
3. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
4. Laboratory testing will include but not be limited to Modified Proctor (ASTM D-1557), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM D-431, Grainsize–Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216).
5. Costs for a Full Depth Reclamation design have also been included in our proposal in the event that this option is found to be a viable method for rehabilitation.

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of

cores, test boring data including subsurface soil profile and strengths, photographs and laboratory data. The report will include a discussion of conditions found on the apron and will include subgrade CBR values for each test boring. Conditions which could impact construction of new pavements and possible reconstruction will be included.

Note: This Work Authorization does not include construction phase services. Specifically, this Work Authorization does not include the pricing for construction contract administration, quality assurance testing, RPR services, as-built surveys, mitigation, and other construction related special services.

Note: This Work Authorization does not include preparing a MBE/WBE plan or goal. The MBE/WBE goal is to be provided by NCDOT-DOA.

V. PROJECT SCHEDULE

Work shall be completed in accordance with the schedule that is agreed upon by the Owner and Engineer.

VI. GENERAL ASSUMPTIONS AND CLARIFICATIONS

It is assumed that the design will follow standard FAA requirements and three (3) primary schedules of work (in one plan/specification set) will be provided, with the intent of funding being provided by one grant. The three schedules of work will include the pavement rehabilitation of the existing apron areas “D”, “E”, and Portion of “F” (identified in the 2019 PMS Update prepared by the NCDOT – Division of Aviation). The approximate limits of the rehabilitation are depicted on page 10 of this Work Authorization. It is also assumed that at least three (3) responsive bids will be obtained during the first bid opening for each of the above schedules, so only one (1) bid opening is required for each project schedule, consistent with North Carolina Bidding Statutes. See Sections “I” and “II” above for additional assumptions related to the proposed scope of services.

VII. EXPENSES/RESIDENT PROJECT REPRESENTATIVE (RPR)

Not applicable for this phase of work

VIII. OTHER

The NCDOT-Division of Aviation shall provide confirmation on the applicable MBE/WBE construction goal, to incorporate into the bidding documents based on the funding source for the project.

IX. E-Verify Requirement. The Engineer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Engineer utilizes a

subcontractor, the Engineer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

- X. **Iran Divestment Act Certification.** The Contractor shall comply with the requirements of N.C.G.S. 147-86.59. The Contractor certifies that, as of the date of this contract, it is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. 147-86.58. Further, the Contractor shall not utilize any subcontractor found on the State Treasurer's Final Divestment List.

XI. CONTACT/CLOSING

Agreed as to Scope of Services, Time Schedule, and Budget:

OWNER:
CITY OF MONROE
300 West Crowell St.
Monroe, NC 28112
704-282-4730

ENGINEER:
TALBERT, BRIGHT &
ELLINGTON, INC.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

BY:

BY:

TITLE:

TITLE:

DATE:

DATE:

WITNESS:

WITNESS:

**ENGINEER PROJECT MANAGER
CONTACT INFORMATION:**

Patrick E. Turney, P.E., P.L.S.
Talbert, Bright & Ellington, Inc.
3525 Whitehall Park Drive
Suite 210
Charlotte, NC 28273
704-426-6070

APPENDIX A: DRAWING SHEET LIST

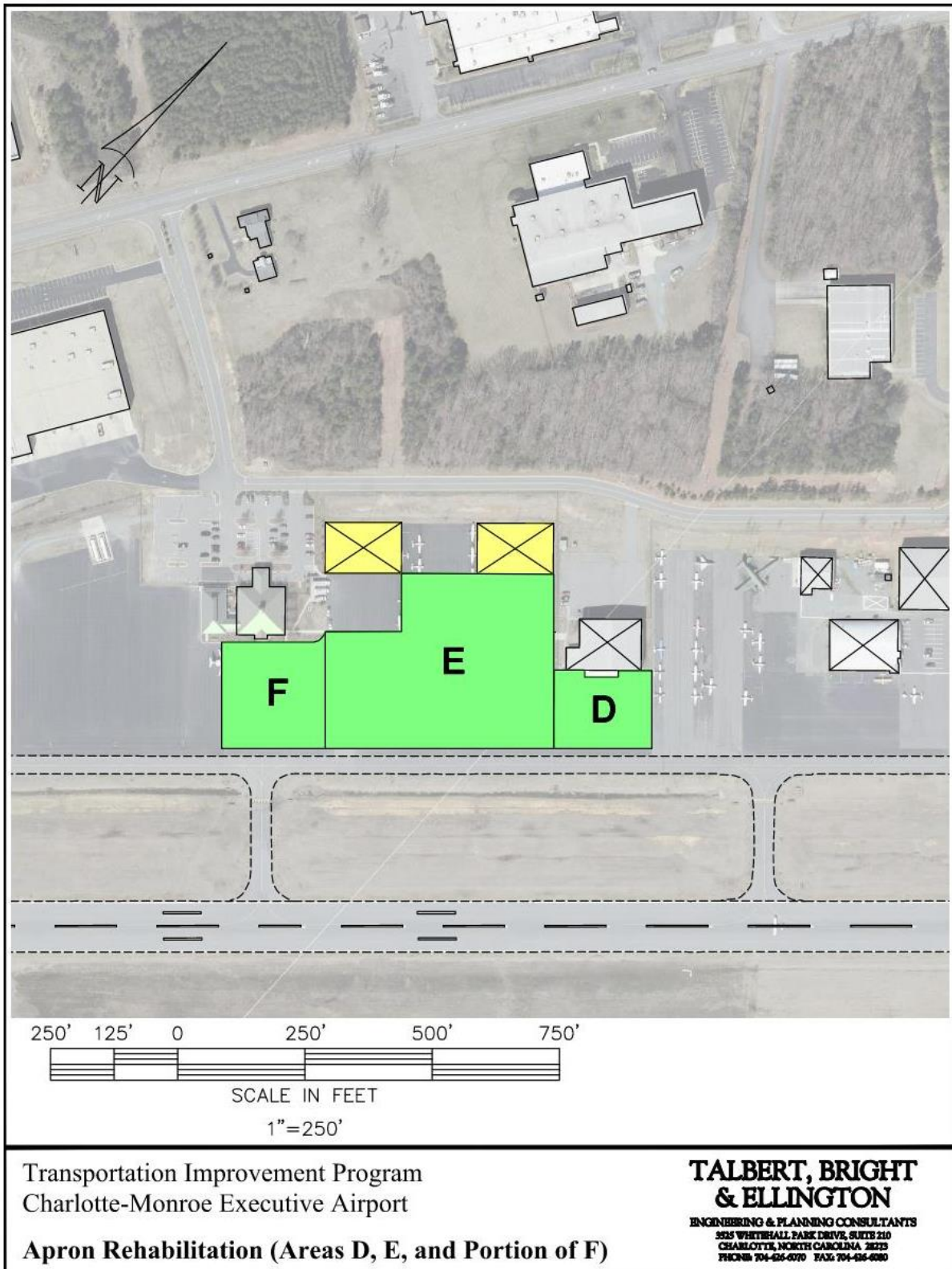
1. Cover Sheet
2. Quantities and General Notes
3. Phasing and Safety Plans
4. Demolition, Geometric and Marking Plans
5. Grading and Drainage Plans
6. Pavement Elevations Plans
7. Typical Sections and Pavement Details
8. Miscellaneous Details

APPENDIX B: CONTRACT CHECKLIST FROM FAA ADVISORY CIRCULAR 15/5100-14E

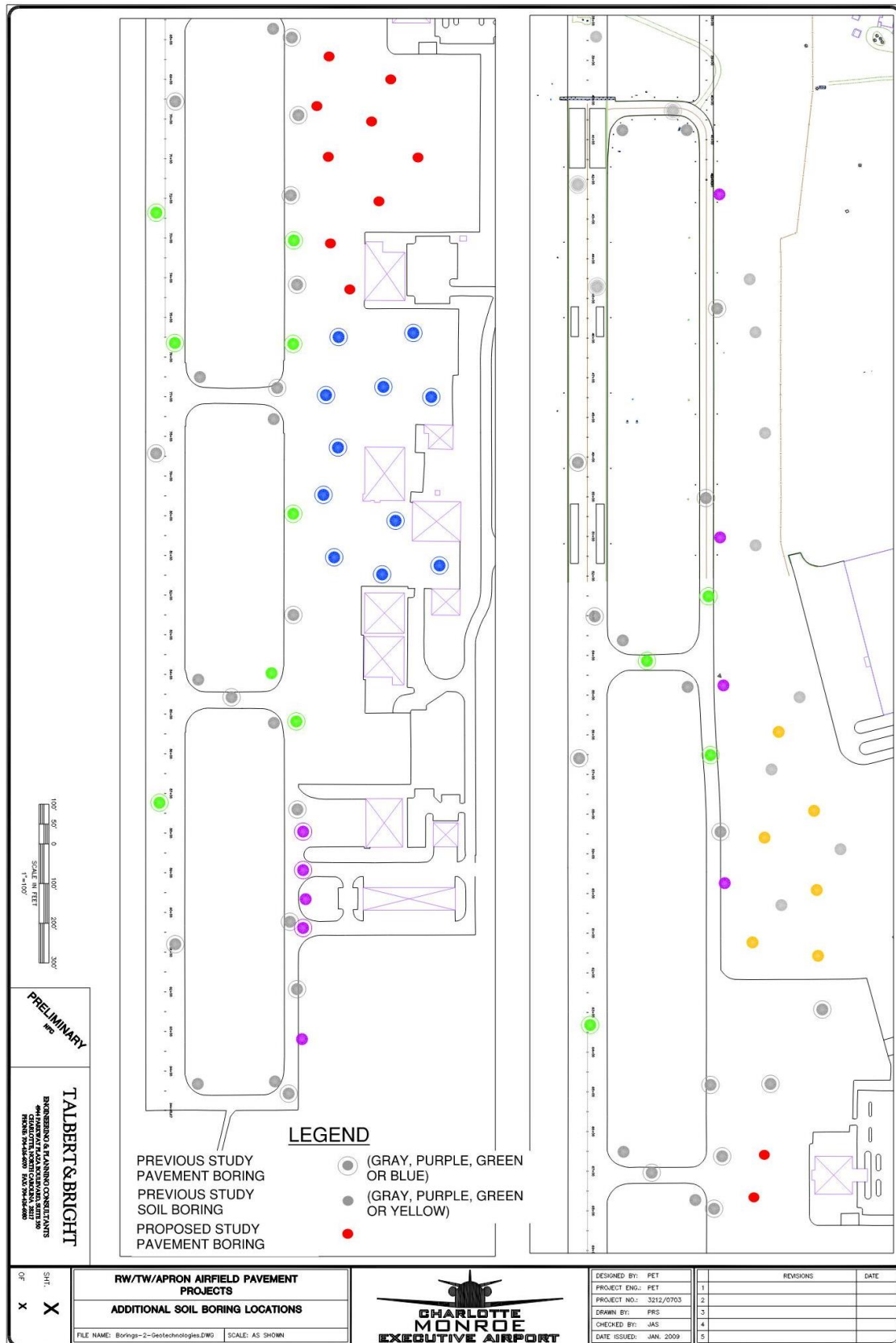
The following checklist identifies important items and provisions to be considered in preparing any contract for consultant services. It is not intended to be all-inclusive, as each contract will vary based on the unique requirements of the project scope of services, but should be reviewed by the consultant and sponsor to ensure the general intent and content of the scoping document are fully developed.

- a. Effective date of contract.
- b. Names and descriptions of the parties to the agreement with their addresses and, in the case of a corporate body, the legal description of the corporation.
- c. Nature, extent, and character of the project, the location thereof, and the time limitations.
- d. Services, including performance and delivery schedules, to be rendered by the consultant.
- e. Delineation of responsibilities of the consultant, the sponsor, and other consultants and parties involved in the performance of the project, particularly key personnel such as the project manager.
- f. Delineation of the duties and responsibilities of the resident engineer/inspector.
- g. Inclusion of mandatory contract provisions identified in paragraph 3-4 (of the Advisory Circular).
- h. Provision for renegotiation of the contract on the basis of change in the scope of the project, changes in conditions, additional work, etc.
- i. Provision that reproducible copies of planning and design drawings and specifications be made available to the sponsor upon request.
- j. Compensation, including methods of payment and payment schedules, for services to be rendered by consultants.
- k. Provision for the termination of the consultant services before completion of work.
- l. Provision for preparation of a Quality Control Plan as required by the special provisions of the grant agreement.
- m. Provision for preparation of an Engineer's Design Report and Final Report.

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD



TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD



**APPENDIX C: BASIC SERVICES LUMP SUM FEE AND
NOT TO EXCEED SUBCONSULTANT SERVICES FEE BACKUP**

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR/FEE ESTIMATE SUMMARY PAGE CHARLOTTE-MONROE EXECUTIVE AIRPORT APRON REHABILITATION (D, E AND PORTION OF F)	 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
GENERAL NOTE: Information in red and applicable shaded areas on task sheets are available for data entry. All other cells are protected.				
BASIC AND SPECIAL SERVICES: LABOR SUMMARY				
MAJOR TASK:	MAJOR TASK DESCRIPTION:	COST:		
TASK A - LABOR	(A-102) ENVIRONMENTAL DOCUMENTATION	\$298.65		
TASK B - LABOR	(A-104) DESIGN PHASE	\$74,707.99		
TASK C - LABOR	(A-104) GRANT ADMINISTRATION ASSISTANCE	\$8,179.33		
TASK D - LABOR	(A-104) BIDDING PHASE	\$10,282.06		
TASK E - LABOR		\$0.00		
TASK F - LABOR		\$0.00		
TASK G - LABOR		\$0.00		
TASK H - LABOR		\$0.00		
TASK I - LABOR		\$0.00		
TASK J - LABOR		\$0.00		
TASK K - LABOR		\$0.00		
SUBTOTAL LABOR:		\$93,468.03		
BASIC AND SPECIAL SERVICES: NON-SALARY DIRECT COST				
TASK A - EXPENSES	(A-104) DESIGN PHASE	\$427.38		
TASK B - EXPENSES	(A-104) GRANT ADMINISTRATION ASSISTANCE	\$0.00		
TASK C - EXPENSES	(A-104) BIDDING PHASE	\$390.48		
TASK D - EXPENSES		\$0.00		
TASK E - EXPENSES		\$0.00		
TASK F - EXPENSES		\$0.00		
TASK G - EXPENSES		\$0.00		
TASK H - EXPENSES		\$0.00		
TASK I - EXPENSES		\$0.00		
TASK J - EXPENSES		\$0.00		
TASK K - EXPENSES		\$0.00		
SUBTOTAL NON-SALARY DIRECT COSTS:		\$817.86		
SUBCONSULTANTS OR SUBCONTRACTORS				
Supplemental Topographic Survey	PROVIDED BY: King Engineering, Inc.	\$9,850.00		
Supplemental Geotechnical Investigation	PROVIDED BY: S&ME, Inc.	\$9,800.00		
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
	PROVIDED BY:			
SUBTOTAL OF SUBCONSULTANTS:		\$19,650.00		
TOTAL FEE:		\$113,935.89		
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"> PREPARED BY: PATRICK E. TURNEY, P.E., P.L.S. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON DATE: 3/18/2021 </td> <td style="width: 50%;"> SPONSOR: PETER CEVALLOS TITLE: AIRPORT MANAGER WBS NUMBER: TBD SIGNATURE: </td> </tr> </table>			PREPARED BY: PATRICK E. TURNEY, P.E., P.L.S. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON DATE: 3/18/2021	SPONSOR: PETER CEVALLOS TITLE: AIRPORT MANAGER WBS NUMBER: TBD SIGNATURE:
PREPARED BY: PATRICK E. TURNEY, P.E., P.L.S. TITLE: PROJECT MANAGER REPRESENTING: TALBERT, BRIGHT & ELLINGTON DATE: 3/18/2021	SPONSOR: PETER CEVALLOS TITLE: AIRPORT MANAGER WBS NUMBER: TBD SIGNATURE:			

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON				MAN-HOUR FEE ESTIMATE RLOTTE-MONROE EXECUTIVE AIRPORT APRON REHABILITATION (D, E, AND PORTION OF F)				 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION					
DATE: 3/18/2021													
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS													
TASK A	(A-102) ENVIRONMENTAL DOCUMENTATION	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task A.1	Environmental Simple Written Record Letter			2								2	\$ 98.00
Task A.2												0	\$ -
Task A.3												0	\$ -
Task A.4												0	\$ -
Task A.5												0	\$ -
Task A.6												0	\$ -
Task A.7												0	\$ -
Task A.8												0	\$ -
Task A.9												0	\$ -
Task A.10												0	\$ -
Task A.11												0	\$ -
Task A.12												0	\$ -
Task A.13												0	\$ -
Task A.14												0	\$ -
Task A.15												0	\$ -
Task A.16												0	\$ -
Task A.17												0	\$ -
Task A.18												0	\$ -
Task A.19												0	\$ -
												0	\$ -
												0	\$ -
												0	\$ -
												0	\$ -
												0	\$ -
TOTAL MAN-HOURS		0	0	2	0	0	0	0	0	0	0	2	
RAW LABOR COSTS PER HOUR		\$81.00	\$56.00	\$49.00	\$54.00	\$45.00	\$34.00	\$25.00	\$41.00	\$26.00	\$28.00		
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$0.00	\$98.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 98.00
TOTAL DIRECT LABOR COSTS:												\$ 98.00	
STATE AUDITED OVERHEAD RATES:													
PROFIT: 10.00%													
COST OF CAPITAL: 0.000%													
TOTAL LABOR COSTS THIS TASK												\$ 298.65	

Apply Multiplier of: 2.770
 Overhead Subtotal: \$ 271.50
 Profit: + \$ 27.15
 Capital Costs: + \$ -

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON				MAN-HOUR FEE ESTIMATE RLOTTE-MONROE EXECUTIVE AIRPORT APRON REHABILITATION (D, E AND PORTION OF F)				 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION					
DATE: 3/18/2021													
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS													
TASK B	(A-104) DESIGN PHASE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task B.1	Preliminary Project Review with Owner	1	4				1					6	\$ 339.00
Task B.2	Develop Project Scope/Contract/Schedule/Cashflow	2	6		1				1	2		12	\$ 645.00
Task B.3	Preliminary Estimate		1				1					2	\$ 90.00
Task B.4	Determine Project Approach	1	2				1					4	\$ 227.00
Task B.5	Project Scope/Contract/Schedule/Cashflow Revisions	1	2				4		1	1		9	\$ 396.00
Task B.6	Request for Aid/Initial Grant Assistance		4				1			1		6	\$ 284.00
Task B.7	Coordination/Meeting with Client/NCDOA		2				2		2	1		7	\$ 288.00
Task B.8	Coordination with Subconsultants		12		4		2			2		20	\$ 1,008.00
Task B.9	Cover Sheet				1			2				3	\$ 104.00
Task B.10	Quantities and General Notes Sheet		2		8				2			12	\$ 626.00
Task B.11	Construction Safety and Phasing Plan Sheet	1	10			4			16			31	\$ 1,477.00
Task B.12	Demolition, Geometric and Marking Plan Sheets		4		24			16	12			56	\$ 2,412.00
Task B.13	Grading and Drainage Plan Sheets		8		40			24	8			80	\$ 3,536.00
Task B.14	Pavement Elevations Plan Sheets		4		16			16	8			44	\$ 1,816.00
Task B.15	Typical Sections and Pavement Details Sheet		2		4				12			18	\$ 820.00
Task B.16	Miscellaneous Details		2		6				16			24	\$ 1,092.00
Task B.17	Design Meetings with Owner	4	12				2					18	\$ 1,064.00
Task B.18	7460 and CSPP Submittal		8				10					18	\$ 788.00
Task B.19	Project Grading Design		8		32	8			8			56	\$ 2,864.00
Task B.20	Engineer's Report	1	8				2			2		13	\$ 649.00
Task B.21	Erosion Control Design		2		8	4						14	\$ 724.00
Task B.22	Quantities and Construction Estimates		2		8			12				22	\$ 844.00
Task B.23	Specifications		8							8		16	\$ 656.00
Task B.24	Quality Assurance (QA)	2	8									10	\$ 610.00
Task B.25	QA Revisions		8			4		8	8			28	\$ 1,156.00
TOTAL MAN-HOURS		13	129	0	152	20	26	78	94	17	0	529	
RAW LABOR COSTS PER HOUR		\$81.00	\$56.00	\$49.00	\$54.00	\$45.00	\$34.00	\$25.00	\$41.00	\$26.00	\$28.00		
TOTAL LABOR FEES (Without Multiplier)		\$1,053.00	\$7,224.00	\$0.00	\$8,208.00	\$900.00	\$884.00	\$1,950.00	\$3,854.00	\$442.00	\$0.00		\$ 24,515.00
TOTAL DIRECT LABOR COSTS:													\$ 24,515.00
STATE AUDITED OVERHEAD RATES:													
Apply Multiplier of:													2.770
Overhead Subtotal:													\$ 67,916.36
PROFIT: 10.00%													Profit: + \$ 6,791.64
COST OF CAPITAL: 0.00%													Capital Costs: + \$ -
TOTAL LABOR COSTS THIS TASK													\$ 74,707.99

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE CHARLOTTE-MONROE EXECUTIVE AIRPORT APRON REHABILITATION (D, E AND PORTION OF F)					 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION						
DATE: 3/18/2021													
BASIC AND SPECIAL SERVICES: DIRECT LABOR COSTS													
TASK C	(A-104) GRANT ADMINISTRATION ASSISTANCE	Principal	Project Manager	Senior Planner	Engineer 5	Engineer 4	Engineer 2	Engineer 1	Tech 5	Admin 5	RPR	Total Hours Per Task	Total Task Cost
Task C.1	Review EBS Project Request Record. Prepare Initial Budget from Work Authorization. Review and Identify Funding Sources.		2				2					4	\$ 180.00
Task C.2	Prepare General Request For Aid (RFA) Requirements as Required by AV-101 Checklist (dated July 2020) to include all AV Forms, Sketch of Project Area, Project Budget, MS Project Schedule, and Letter of Request from Sponsor. Coordinate Sponsor Approvals on Forms and Letter. Communicate with Sponsor, NCDOT-APM, NCDOT-GA for EBS RFA Readiness. Create File to Track Approval Progress of RFA.		2				6					8	\$ 316.00
Task C.3	Finalize Budget and Sponsor Information in EBS for New RFA. Upload Scanned Documentation. Coordinate w/Sponsor for PIN Approval of Application.		2				4					6	\$ 248.00
Task C.4	Monitor, Track and Communicate as Necessary with NCDOT-DOA & Sponsor as Grant Application Progresses Through EBS approval phases.		2				6					8	\$ 316.00
Task C.5	Provide Grant Administration Assistance Including Preparation of Reimbursement Claims in Accordance with AV-103 Checklist (dated July 2020) and Updates to Grant Budget and Grand Modifications. Assist NCDOT-GA with Questions and Requests, etc. Provide Payment Verification and Documentation.		7				14					21	\$ 868.00
Task C.6	Complete Quarterly Status Reports and Update Cash Flow Estimate as required		3				6					9	\$ 372.00
Task C.7	Grant Closeout Coordination with Sponsor and NCDOT-DOA		2				8					10	\$ 384.00
Task C.8												0	\$ -
Task C.9												0	\$ -
Task C.10												0	\$ -
Task C.11												0	\$ -
Task C.12												0	\$ -
Task C.13												0	\$ -
Task C.14												0	\$ -
Task C.15												0	\$ -
Task C.16												0	\$ -
Task C.17												0	\$ -
Task C.18												0	\$ -
Task C.19												0	\$ -
Task C.20												0	\$ -
Task C.21												0	\$ -
Task C.22												0	\$ -
Task C.23												0	\$ -
Task C.24												0	\$ -
TOTAL MAN-HOURS		0	20	0	0	0	46	0	0	0	0	66	
RAW LABOR COSTS PER HOUR		\$81.00	\$56.00	\$49.00	\$54.00	\$45.00	\$34.00	\$25.00	\$41.00	\$26.00	\$28.00		
TOTAL LABOR FEES (Without Multiplier)		\$0.00	\$1,120.00	\$0.00	\$0.00	\$0.00	\$1,564.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 2,684.00
TOTAL DIRECT LABOR COSTS:													\$ 2,684.00
STATE AUDITED OVERHEAD RATES:													
													Apply Multiplier of: 2.770
													Overhead Subtotal: \$ 7,435.75
													Profit: + \$ 743.58
													Capital Costs: + \$ -
TOTAL LABOR COSTS THIS TASK													\$ 8,179.33

AV Fee Estimate (AV-201)

(Template Date: 05/2014)

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
PRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**

[illegible]

(Template Date: 05/2014)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE			 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION		
		CHARLOTTE-MONROE EXECUTIVE AIRPORT					
		APRON REHABILITATION (D, E AND PORTION OF					
						3/18/2021	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST							
(A-104) DESIGN PHASE							
GENERAL PROJECT WORK:							
		QTY	DESCRIPTION			UNIT COST	
Travel:							
Personal Mileage	2	Trip(s) in Sedan @	54	miles @	\$0.560	\$60.48	
	0	Trip(s) in Carry-All @	0	miles @	\$0.580	\$0.00	
Per Diem:	0	Breakfast		each	\$8.60	\$0.00	
	0	Lunch		each	\$11.30	\$0.00	
	0	Dinner		each	\$19.50	\$0.00	
	0	Day		each	\$39.40	\$0.00	
	0	Lodging		each	\$80.00	\$0.00	
	0	Incidental Expenses		each	\$5.00	\$0.00	
Rental Car	0	Sedan			\$45.00	\$0.00	
	0	Mileage for Rental Car Only		miles @	\$0.20	\$0.00	
Airfare	0	Flight Origin/Destination & Rate:		each	\$250.00	\$0.00	
Reproduction:							
	800	8 1/2 x 11 B & W Copies		each	\$0.09	\$72.00	
	50	11 x 17 B & W Copies		each	\$0.15	\$7.50	
	0	8 1/2 x 11 Color Copies		each	\$0.83	\$0.00	
	0	11 x 17 Color Copies		each	\$1.66	\$0.00	
	32	24 x 36 B & W Copies		each	\$3.20	\$102.40	
	0	24 x 36 Color Copies		each	\$8.62	\$0.00	
Shipping / Postage							
	8	Express Shipping		each	\$20.00	\$160.00	
	5	USPS Postage		each	\$5.00	\$25.00	
						Subtotal	\$427.38
MISCELLANEOUS DIRECT EXPENSES:							
ITEM	QTY	DESCRIPTION			UNIT	UNIT COST	
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
							\$0.00
						Subtotal	\$0.00
						TOTAL:	\$427.38

AV FeeEstimate (AV-201) (5/14)

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON	MAN-HOUR FEE ESTIMATE CHARLOTTE-MONROE EXECUTIVE AIRPORT ON REHABILITATION (D, E AND PORTION OF F)	 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
		3/18/2021
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST (A-104) GRANT ADMINISTRATION ASSISTANCE		
GENERAL PROJECT WORK:		
QTY	DESCRIPTION	UNIT COST
Travel:		
Personal Mileage	0 Trip(s) in Sedan @	54 miles @ \$0.560 \$0.00
	0 Trip(s) in Carry-All @	0 miles @ \$0.580 \$0.00
Per Diem:	0 Breakfast	each \$8.60 \$0.00
	0 Lunch	each \$11.30 \$0.00
	0 Dinner	each \$19.50 \$0.00
	0 Day	each \$39.40 \$0.00
	0 Lodging	each \$80.00 \$0.00
	0 Incidental Expenses	each \$5.00 \$0.00
Rental Car	0 Sedan	\$45.00 \$0.00
	0 Mileage for Rental Car Only	miles @ \$0.20 \$0.00
Airfare	0 Flight Origin/Destination & Rate:	each \$250.00 \$0.00
Reproduction:	0 8 1/2 x 11 B & W Copies	each \$0.09 \$0.00
	0 11 x 17 B & W Copies	each \$0.15 \$0.00
	0 8 1/2 x 11 Color Copies	each \$0.83 \$0.00
	0 11 x 17 Color Copies	each \$1.66 \$0.00
	0 24 x 36 B & W Copies	each \$3.20 \$0.00
	0 24 x 36 Color Copies	each \$8.62 \$0.00
Shipping / Posta	0 Express Shipping	each \$20.00 \$0.00
	0 USPS Postage	each \$5.00 \$0.00
		Subtotal \$0.00
MISCELLANEOUS DIRECT EXPENSES:		
ITEM	QTY	DESCRIPTION
		Subtotal \$0.00
		TOTAL: \$0.00

TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
 CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
 APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
 NCDOT-DOA #: TBD

TALBERT, BRIGHT & ELLINGTON		MAN-HOUR FEE ESTIMATE		 DIVISION OF AVIATION NORTH CAROLINA DEPARTMENT OF TRANSPORTATION	
CHARLOTTE-MONROE EXECUTIVE AIRPORT		APRON REHABILITATION (D, E AND PORTION OF		3/18/2021	
BASIC AND SPECIAL SERVICES: REIMBURSABLE DIRECT COST					
(A-104) BIDDING PHASE					
GENERAL PROJECT WORK:					
	QTY	DESCRIPTION		UNIT COST	
Travel:					
Personal Mileage	2	Trip(s) in Sedan @	54 miles @	\$0.560	\$60.48
	0	Trip(s) in Carry-All @	0 miles @	\$0.580	\$0.00
Per Diem:	0	Breakfast	each	\$8.60	\$0.00
	0	Lunch	each	\$11.30	\$0.00
	0	Dinner	each	\$19.50	\$0.00
	0	Day	each	\$39.40	\$0.00
	0	Lodging	each	\$80.00	\$0.00
	0	Incidental Expenses	each	\$5.00	\$0.00
Rental Car	0	Sedan		\$45.00	\$0.00
	0	Mileage for Rental Car Only	miles @	\$0.20	\$0.00
Airfare	0	Flight Origin/Destination & Rate:	each	\$250.00	\$0.00
Reproduction:					
	800	8 1/2 x 11 B & W Copies	each	\$0.09	\$72.00
	8	11 x 17 B & W Copies	each	\$0.15	\$1.20
	0	8 1/2 x 11 Color Copies	each	\$0.83	\$0.00
	0	11 x 17 Color Copies	each	\$1.66	\$0.00
	24	24 x 36 B & W Copies	each	\$3.20	\$76.80
		24 x 36 Color Copies	each	\$8.62	\$0.00
Shipping / Postage					
	8	Express Shipping	each	\$20.00	\$160.00
	4	USPS Postage	each	\$5.00	\$20.00
				Subtotal	\$390.48
MISCELLANEOUS DIRECT EXPENSES:					
ITEM	QTY	DESCRIPTION		UNIT	UNIT COST
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
				Subtotal	\$0.00
				TOTAL:	\$390.48

AV FeeEstimate (AV-201) (5/14)

APPENDIX D SUBCONSULTANT PROPOSALS

King Engineering of Concord, RLLP, F-1438

35 CHURCH STREET, S., SUITE 107, CONCORD, NC 28025
MAILING ADDRESS: 401 POTEAT DRIVE, MORGANTON, NC 28655
PHONE: 828 – 403 – 5586
kingengineernc.com

March 11, 2021

Mr. Patrick E. Turney, P.E., PLS
Talbert Bright & Ellington, Inc.
3525 Whitehall Park Drive, Suite 210
Charlotte, NC 28273

PROJECT:

Apron Rehabilitation (Areas D, E and Portion of F) - Charlotte-Monroe Executive Airport

Dear Mr. Turney;

King Engineering is pleased to submit our proposal for design surveying services of the referenced project for your review.

Scope:

Survey existing pavement and features within red hatched area (4.13 acres +/-) on 25-foot grid and breaks/features with baseline of grid parallel to TW A centerline.

All planimetric features within the survey area will be located.

All storm drainage with grate/rim elevation, invert elevations, pipe sizes/material within survey area and pipe locations to nearest structure outside of survey area will be located.

All underground utilities marked by NC 811 will be surveyed, & overhead utility lines connecting poles, etc within survey area.

Three benchmarks for use during construction well outside the former red hatched survey limits will be established.

Quality Standards:

The project has been designed to conform to the National Map Accuracy Standards for planimetric and topographic feature collection

Control Surveying:

Horizontal: North American Datum of NAD 83(2011), in the NC State Plane Coordinate System, U.S. survey feet. Previous survey datums will be verified and used to control this project.

This project will be tied to the existing airport PACS and SACS stations

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**

Deliverables: -

King Engineering will deliver a digital AutoCAD mapping CAD file, including ASCII point file, and XML file **within 15 working days beginning the following Monday after a written Notice to Proceed.** NC 811 requires a minimum of ten working days to mark the utilities. Once we have a positive notification of utilities being marked, we will schedule our field crew to be on site with the airport.

Cost and Payment Terms:

Surveying & Mapping of the above described services & attached limits:

Total Fee: **\$9,850.00**

Client Responsibilities:

The successful and timely completion of this project is dependent upon a number of elements and work tasks, some of which involve participation by Talbert Bright & Ellington. You will be responsible for designating a representative for the project who will have the authority to transmit instructions, receive information, and make timely decisions with respect to the services provided by King Engineering of Concord, RLLP.

We look forward to working with you on this project and thank you for allowing us to help you. If the above is acceptable, please indicate acceptance by execution of document and forwarding a copy back to us. If you have any questions regarding our proposal, please contact our office at 828-403-5586.

ACCEPTANCE OF PROPOSAL:

The above prices, specifications, and conditions are satisfactory and are hereby accepted by the owner of the project.

Proposed by:

King Engineering of Concord, RLLP

By: Audrey Beth King
Signature of Authorized Representative

Audrey Beth King Partner 3/11/2021
Printed Name & Title Date

By: Samuel L. King, Jr.
Signature of Authorized Representative

Samuel L. King, Jr. Partner 3/11/2021
Printed Name & Title Date

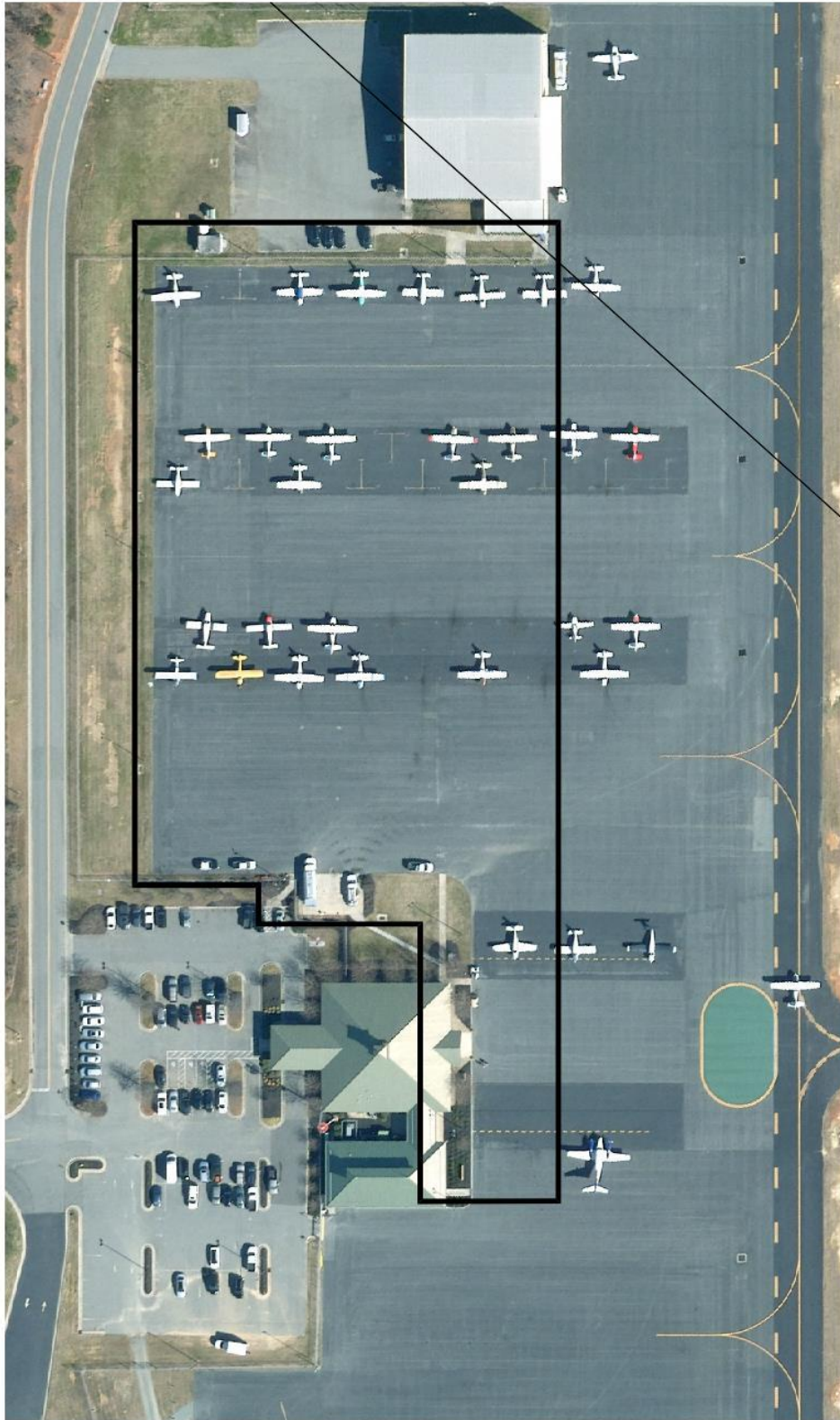
Agreed to and Accepted by:

Talbert Bright & Ellington, Inc.

Signature of Authorized Representative

Printed Name & Title Date

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**



**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**



March 4, 2021

Talbert, Bright & Ellington
3525 Whitehall Park Drive, Suite 210
Charlotte, North Carolina 28273

Attention: Mr. Patrick E. Turney, PE, PLS
Project Manager

Reference: **Proposal for Pavement Investigation
Apron Rehabilitation Areas D, E, F**
Charlotte-Monroe Executive Airport
Monroe, North Carolina
S&ME Proposal No. 212155

Dear Mr. Turney:

S&ME, Inc. (S&ME) is pleased to submit this proposal for the Apron Rehabilitation project at the Charlotte-Monroe Executive Airport. This proposal describes our understanding of the project, discusses the intended scope of services, outlines the project schedule, and presents the associated compensation for our services.

◆ Background Information

This proposal is based on e-mail correspondence between Patrick Turney of Talbert, Bright & Ellington (TBE) and John Weavil of S&ME on February 24, 2021. The e-mail correspondence included an outline of the requested scope of services and a site drawing.

We understand that TBE is providing design services for an apron rehabilitation project at the Charlotte-Monroe Executive Airport located at 3900 Paul J Helms Drive in Monroe, North Carolina. Plans are to repair/ rehabilitate existing pavement areas in areas identified as D, E, and a portion of F. Eleven test locations were shown on the provided site plan. Based on imagery from Google Earth Pro™, this area is currently asphalt paved and relatively level.

◆ Scope of Services

Although TBE requested that the exploration include borings utilizing the Sowers Dynamic Cone Penetrometer (DCP), we recommend utilizing a power drilling rig and performing Standard Penetration Tests (SPT). The Sowers DCP utilizes a manually advanced hand auger, and based on our experience the soils in the Monroe area are relatively hard such that the hand auger may not penetrate to the requested depth, and also Sowers DCP is likely to not provide appropriate data, whereas the SPT is a more appropriate tool to utilize.

S&ME, Inc. | 9751 Southern Pine Boulevard | Charlotte, NC 28273 | p 704.523.4726 | www.smeinc.com

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**



Proposal for Pavement Investigation
Apron Rehabilitation Areas D, E, F: Charlotte-Monroe Executive Airport
Monroe, North Carolina
S&ME Proposal No. 212155

Geotechnical Exploration

S&ME proposes to offer the following scope of geotechnical services for this project:

- Coordinate field activities with TBE or other appropriate personnel.
- Visit the site to observe site surface conditions and mark test locations.
- Contact North Carolina 811 and subcontract a private utility locating service to have them mark the locations of existing underground utilities in the proposed exploration areas. Please note that by law, 811 utility locators have 3 working days to fulfill an 811 notice.
- Photograph and document general pavement conditions at the test locations.
- Mobilize a power drilling rig mounted on a truck or all-terrain vehicle and crew to the site.
- Core through the existing pavement surface at the requested eleven (11) test locations using a 6- to 8-inch diameter core drill and measure pavement layer thicknesses. Pavement cores will not be replaced as they will be taken to our laboratory.
- Once the pavement is removed, perform Kessler Dual-Mass Dynamic Cone Penetrometer (Kessler DCP) tests at each core location to a depth of about 30 inches to estimate field CBR values. The Kessler DCP may be used to estimate in situ soil strength, when soil is bound by overlying pavement or other stabilized layer.
- Drill eleven soil test borings at the cored locations. The borings will be attempted to a depth of 10 feet below existing grades (the total drilling footage proposed is 110 feet). The borings will include split-barrel soil sampling at 2.5-foot intervals. The sampler will be driven in accordance with Standard Penetration Test procedures (ASTM D1586). If refusal to drilling equipment is encountered, the boring will be terminated.
- Attempt groundwater measurements in all borings at termination of drilling activities.
- Place cones at the test locations around the spoil piles generated.
- Return to the site 1-day after drilling operations to perform a secondary (e.g., 24-hour) water level measurement.
- Backfill the borings with soil cuttings utilizing a hole closure device near the ground surface and patch the pavement surface with cold-mix asphalt patch.
- Perform laboratory testing consisting of moisture content, sieve analysis, and Atterberg limits on representative subgrade samples, as well as modified Proctor and CBR tests on representative bulk samples.
- Prepare a geotechnical engineering report summarizing field and laboratory testing procedures, describing the pavement and subgrade conditions at the site, and providing geotechnical conclusions and recommendations. The conclusions and recommendations will address the condition of the existing pavement system, estimated field CBR values, design CBR recommendations and other pertinent recommendations for repair or re-construction of the pavement materials. The report will be signed and sealed by a professional engineer registered in North Carolina specializing in geotechnical engineering.



Proposal for Pavement Investigation
Apron Rehabilitation Areas D, E, F: Charlotte-Monroe Executive Airport
Monroe, North Carolina
S&ME Proposal No. 212155

Excluded Services

Without attempting to be a complete list of all or potential services that will be specifically excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal.

- Performance of field work (drilling) outside of regular business hours.
- Full-Depth Reclamation (FDR) mix design.
- Surveying of as-drilled boring locations.
- Attendance at project team meetings.
- Addenda to the geotechnical report to address changes or additions to the proposed project not known to us at the time of this proposal.
- Environmental site assessment (i.e., the assessment of site environmental conditions or testing for the presence of contaminants in the soil, surface water or groundwater).
- Construction-phase services (i.e., monitoring of construction or testing of construction materials).

If any of the excluded services are required, please contact us so that we can modify this proposal or prepare a proposal for additional services.

◆ Limitations

Please note the following limitations regarding the proposed geotechnical services:

- Soil test borings have limitations with assessing debris in existing fills and test pits may be needed to further evaluate the subsurface conditions at this site.
- The generalized subsurface information to be obtained is intended to convey trends in subsurface conditions. The boundaries between strata will be approximate and idealized. They will be developed by interpretations of widely-spaced borings. Therefore, actual subsurface conditions may vary between test locations.

◆ Client Responsibilities

The scope of services, fees, and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

- Provide access to the site and appropriate site contact information.
- Provide available information on any utilities serving the project site and the presence and accurate locations of hidden or obscure man-made objects relative to boring locations.
- Provide anticipated pavement loading conditions and design life prior to the start of our analyses.

This proposal is solely intended for the services described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the Client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**



Proposal for Pavement Investigation
Apron Rehabilitation Areas D, E, F: Charlotte-Monroe Executive Airport
Monroe, North Carolina
S&ME Proposal No. 212155

◆ **Schedule**

Our schedule is dependent upon your completion of those items provided under client responsibilities and our field work can be delayed by adverse weather. S&ME will be prepared to initiate our services upon receipt of written authorization, including but not limited to site visits, coordination of underground utility locating, and marking of test locations.

Based on our present schedule, we plan to complete the following tasks within the following timeframes after completion of the previous task.

1. Mobilize Drilling Crew & Equipment	1.5 weeks
2. Complete Field Work	0.5 weeks
3. Complete Laboratory Testing	1.5 weeks
4. Complete Geotechnical Report	1 week
Total Duration*	4.5 weeks

*After receipt of written authorization to proceed.

Please note that draft geotechnical findings, conclusions, and recommendations can normally be given during or upon completion of the field work subject to further engineering analysis.

◆ **Compensation**

We agree to provide the proposed scope of geotechnical services for a lump sum fee of **\$9,800**.

S&ME will submit a final invoice upon completion of the proposed services. This invoice, upon presentation, is due and payable by the client.

◆ **Authorization**

We understand our services will be authorized via a subconsultant agreement provided by TBE. Upon receipt of the subconsultant agreement, we will execute the agreement, return a copy to you, and proceed with the performance of our services.

**TALBERT, BRIGHT & ELLINGTON, INC. SCOPE OF WORK
CONTRACT FOR DESIGN/BID PHASE SERVICES-MASTER CONTRACT DATED JUNE 5, 2018
APRON REHABILITATION (AREAS D, E, AND PORTION OF F)
NCDOT-DOA #: TBD**



Proposal for Pavement Investigation
Apron Rehabilitation Areas D, E, F: Charlotte-Monroe Executive Airport
Monroe, North Carolina
S&ME Proposal No. 212155

◆ **Closure**

S&ME appreciates the opportunity to submit this proposal to provide geotechnical consulting services for this project. If you should have questions concerning this proposal, or if additional information is required, please contact us.

Sincerely,

S&ME, Inc.

A handwritten signature in black ink, appearing to read 'L. Campos'.

Luis A. Campos, P.E.
Geotechnical Project Engineer

A handwritten signature in blue ink, appearing to read 'D. Bixler II'.

David A Bixler II, P.E.
Senior Engineer

March 4, 2021

5



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Peter Cevallos, Airport Manager

SUBJECT: Aerowood Aviation Lease of Quonset Hangar Office Space; Request for Additional Funds for Quonset Hangar Reactivation

SUMMARY STATEMENT

Staff is seeking City Council approval for a ten-year lease with Aerowood Aviation for the office space, and a budget ordinance to complete the un-programmed requirements remaining for the Quonset Hangar reactivation that are needed to accommodate this tenant.

REVIEW

At the December 1, 2020 City Council meeting, a budget amendment authorized staff to make improvements to the Airport Quonset Hangar. Those improvements included repair for roof leaks, refurbishing the office space, so that the hangar and office areas can be made available to lease space to corporate owned aircraft. Those repairs were completed and four aircraft are currently being stored in the Hanger, which include a Falcon 10 corporate jet, a Baron small twin engine, a Pilatus PC-12 turboprop aircraft, and a Mitsubishi MU-2 turboprop aircraft. The cash flow from those four aircraft include leases generating over \$ 28,000 annually, property value close to \$6 million, and anticipated fuel purchases over 12,000 gallons annually.

Renovations of the facility's office space began, and soon identified a number of components were in violation of the current building code, and that the contract for \$39,704 would be inadequate. The office refurbishment contract was for basic remodeling such as repainting, new flooring, bathroom fixtures refurbished or replaced. To refurbish the office area in compliance with the building code these additional items must be addressed:

- Make the bathrooms ADA compliant;
- Remove damaged drywall in some of the offices;
- Fix a window opening that has since been covered with wood;
- Replace a secondary exit door with the proper configured door and egress to meet code;
- Replace interior doors that were either damaged or not properly operating;
- For meeting code requirements for second floor egress, re-align certain non-bearing walls to create an interior hallway on the second floor so there are two different egresses;
- Re-install the insulation above the ceiling tile grid that has fallen or is missing; and
- Replace an exterior handrail.
- Replace substandard electrical wiring, mediate hidden light fixtures and other electrical issues;
- The original part of the budget for the HVAC is correct, as it will replace the main unit that serves the first floor. However, to make the second floor office space comfortable, an independent wall unit will be added.

This additional work to refurbish the office space requires an additional \$78,917. This makes the total expenditure for the office space \$150,368.

Aerowood Aviation is committed to leasing the Quonset Hangar office space for ten (10) years. With the lease rate being \$5 per square foot per year, the office space lease will generate an annual rent of \$17,910; the City will re-coup its investment in the office space in eight years. Aerowood Aviation will pay for the Quonset Hangar's utilities, and will continue to maintain the lease of all the office space in the terminal building, utilizing them for the administration of the Charter Jet Transport charter operation so there is no loss of revenue there. Attached to this report is a breakdown of the total cost to reactivate the Quonset Hangar, and a table showing the total amount of lease payments that Aerowood has agreed to pay over the course of their ten-year lease.

The reactivation of the Quonset Hangar offers a low cost opportunity to expand rentable space and serve existing and new customers. Although the facility was considered for demolition, it will meet a definitive need at the Airport and provide a positive cash flow.

At their May 11 meeting, the Airport Commission voted unanimously authorizing staff to send this request to City Council for their approval.

RECOMMENDATION

The Airport Commission and staff is requesting City Council:

- Approve Budget Ordinance 2021-06 for additional funds to complete the Quonset Hangar Reactivation;
- Approve the ten-year lease with Aerowood Aviation for the two-story office space in the Quonset Hangar;
- Authorize the City Manager to sign the lease agreement.

Attachment(s):
Quonset Hangar Reactivation Budget
BO 2021 – 06
Aerowood Aviation Lease – Quonset Hangar Office Space

TOTAL BREAKDOWN OF COSTS – QUONSET HANGAR REACTIVATION

<u>Budgeted Renovations</u>	<u>Budgeted</u>	<u>Contractor</u>	<u>Cont. Amt. or Final Bill</u>
Roof Repair	\$ 19,250.00	Davco	\$ 21,600.00
Office Upfit - 1st Floor	\$ 35,000.00	Thomas Construction	\$ 39,704.00
HVAC	\$ 7,500.00	Hinson	\$ 7,577.00
Hangar Door Rollers	(Unprog. but needed)	American MTS	<u>\$ 2,570.15</u>
Contingency	<u>\$ 13,250.00</u>		
TOTALS	\$ 75,000.00		\$ 71,451.15

Un-Programmed Requirements/Requests

Electric	KAM Electric	\$ 10,750.00
Additional Office Upfit - 1st Floor	Thomas Construction	<u>\$ 21,982.00</u>
		\$ 32,732.00

2nd Floor Adds/Mods

Office Upfit	Thomas Construction	\$ 34,974.00
Additional HVAC units	Hinson	<u>\$ 11,211.00</u>
		\$ 46,185.00

Paint Roof	Addison Moore	<u>\$ 51,204.00</u>
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TOTAL FOR UNPROGRAMMED \$130,121.00

AEROWOOD LEASE PAYMENTS - TEN YEAR LEASE OF OFFICE SPACE

YEARS	<i>1ST FLR/2,377 SF (\$990.50/month)</i>	<i>2ND FLR/1,205 SF (\$502.50/month)</i>	<i>BOTH FLOORS (\$1,492.50/month)</i>
1	\$ 11,885	\$ 6,025	\$ 17,910
2	\$ 11,885	\$ 6,025	\$ 17,910
3	\$ 11,885	\$ 6,025	\$ 17,910
4	\$ 11,885	\$ 6,025	\$ 17,910
5	\$ 11,885	\$ 6,025	\$ 17,910
6	\$ 12,242	\$ 6,206	\$ 18,447
7	\$ 12,242	\$ 6,206	\$ 18,447
8	\$ 12,242	\$ 6,206	\$ 18,447
9	\$ 12,242	\$ 6,206	\$ 18,447
10	<u>\$ 12,242</u>	<u>\$ 6,206</u>	<u>\$ 18,447</u>
	\$ 120,633	\$ 61,154	\$181,787

Note: \$5/sf/yr., per the City of Monroe Fee Schedule; 3% increase after 5 yrs.

**CAPITAL PROJECT BUDGET ORDINANCE
CHARLOTTE-MONROE EXECUTIVE AIRPORT
QUONSET HANGAR REACTIVATION
BO-2021-06**

WHEREAS, the City desires to reactivate the Quonset Hangar for use as a storage hangar and flight school operation; and

WHEREAS, the City will utilize \$130,000 from the Unassigned Fund Balance to complete a renovation of the hangar office space to meet building code requirement so that the office space can be leased; and

WHEREAS, the City will lease the hangar office space to Aerowood Aviation for ten (10) years for a total revenue of \$179,100 so they may operate the flight school.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe designates these funds and establishes a capital project for the Quonset Hangar Reactivation Project:

General Fund:

Revenue:

Appropriation from Unassigned Fund Balance	\$130,000
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Expense:

Transfer to Airport Capital Project Fund	\$130,000
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Airport Capital Project Fund:

Revenue:

Transfer from General Fund	\$130,000
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Expense:

Quonset Hangar Reactivation	\$130,000
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Adopted this 8th day of June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA
UNION COUNTY

LEASE AGREEMENT

THIS OFFICE SPACE LEASE AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 20____, between the City of Monroe (hereinafter referred to as the "LESSOR"), and Aerowood Aviation, LLC having its principal place of business at Airport Terminal Building, with an address of Aerowood Aviation, 3900 Paul J Helms Drive, Monroe, NC 28110 Attention: Brandon Atkinson hereinafter referred to as the ("LESSEE").

WHEREAS, the Lessor hereby leases to Lessee office space at the Charlotte-Monroe Executive Airport. The office space shall be used and occupied by Lessee solely for the general office purposes in the conduct of its aviation-related business.

WITNESSETH:

That, in consideration of the rental hereinafter set out and the obligation of Lessee to operate an aviation-related business on the subject premises and subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee and the said Lessee does hereby accept as Lessee of the said Lessor the office space located in Hangar 9 (Quonset), 1650 Aviation Drive, Monroe NC 28110, lying and being in the City of Monroe, Union County, North Carolina. Said office space is two stories totaling 3,582 square feet, hereinafter called "the Premises," as described on Exhibit A attached hereto and made a part hereof.

USE OF PREMISES

Lessee covenants that it will use the property for the operation of an aviation-related business and will use the property for no other purpose without the written consent of Lessor. Lessee acknowledges that the primary consideration to Lessor is its covenant to operate and conduct its aviation-related business on the leased premises. Lessee shall conform to all the requirements of applicable federal, state and local statutes, regulations, ordinances and policies, and shall comply in all respects with the rules and regulations duly adopted by the Lessor in Chapter 131 of the Monroe Code of Ordinances and any other policies applicable to all aircraft storage facilities and fueling at the Charlotte-Monroe Executive Airport. In addition, this Lease Agreement shall be governed by, and the Lessee expressly agrees to, the following:

- a. If during the term of this Lease Agreement, the United States Government or any other governmental agency acquires possession of the premises herein leased by virtue of any laws now in effect or which may become effective during the term of this Lease Agreement, then this Lease Agreement shall terminate.

- b. It is agreed and understood between the parties that during the term of this Lease Agreement or any renewal thereof, the Federal Aviation Agency (FAA) or any other Federal or State agency shall be permitted to enter said premises.
- c. Lessee shall not enter into any transaction which would deprive the Lessor of any of the rights and powers necessary to perform all covenants of the Grant Agreements or other obligations under various type agreements or which would deprive Lessor of rights to terminate this Lease Agreement under the terms herein.
- d. The Lessee agrees in its operation and use of said airport, it will not, on the grounds of race, color, creed, age, handicap, sex or natural origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations as amended or succeeded. The Lessor hereby reserves the right to take such action as the FAA may direct to enforce such covenant of nondiscrimination.

The non-exclusive use of driveway and parking facilities will be provided in the Charlotte-Monroe Executive Airport as required by clients, staff and other necessary personnel connected with the activities to be carried out upon the premises of the lease. The non-exclusive use of such other land and buildings adjoining the leased properties will be provided as is required to enable ingress and egress from doors and other areas leading from and into the leased premises.

TERM

The term of this Agreement shall commence on the effective date **July 15, 2021** and be for **ten (10) years**, unless terminated by either Lessee or Lessor with thirty (30) days prior written notice.

RENTAL

The Lessee shall pay to the Lessor as rental for the aforementioned office space totaling 3,582 square feet by a per square foot rate set forth in the City of Monroe fee schedule for that office space: **\$5.00 per sq. ft. per year = \$17,910 per year (\$1,492.50 per month)**. Rent shall be paid monthly in advance on or before the first day of each month. At the agreed upon regular intervals of every FIVE (5) years throughout the term as set forth in the previous paragraph, the annual rental shall be adjusted upward to reflect an increase of three (3) percent.

All rentals payable hereunder shall be paid to Lessor without any offset or deduction whatsoever, in monthly installments equal to one-twelfth (1/12) of the annual rental, in advance on the first day of each month, beginning on the first day of the term hereof with any portion of a month to be prorated.

All rentals shall be made at or mailed to:

City of Monroe
P. O. Box 69
Monroe, North Carolina 28111

or at such other address as Lessor may designate in writing.

UTILITIES

This lease does not include utilities. The Lessee shall be solely responsible for placing the utilities in their name and shall be responsible for all fees and monthly charges.

MAINTENANCE AND REPAIRS

The Lessee shall keep the building and grounds in a neat and well-kept manner and be responsible for all routine repairs and maintenance to the demised premises as may be reasonably necessary to keep the same in proper, safe, sanitary, secure and useful condition unless the Lessor agrees to make such repairs. The Lessee shall take reasonable precautions to prevent damage to the Leased Premises from fire or other causes, and to prevent bodily and personal injury.

The Lessee shall provide all routine janitorial services at its own expense. Provisions for contract janitorial service shall include worker's compensation insurance, general liability insurance and employee bonds.

At the end of the term of this Lease or at the earlier termination thereof, Lessee agrees to return said premises peaceably and promptly in as good as condition as they were in at the beginning of the term (except for ordinary wear and tear), loss by fire or other hazard and depreciation from normal and reasonable usage excepted.

The Lessor shall be responsible for maintenance associated with the structural components of the buildings (such as roof and building shell). Additionally, the Lessor shall maintain the exterior of the building including painting and other related maintenance items. The Lessor shall also maintain landscaping around the buildings.

CONFORMANCE TO STATUTES

The Lessee shall comply with all applicable statutes and provisions relating to occupancy by a certain number of persons, building code provisions for kitchens, fire regulations, and provisions governing food preparation and handling and any other governmental rules, regulations and executive orders that are applicable.

STAFFING AND EQUIPMENT

The Lessee shall be responsible for all necessary staffing, programming and operations of the general office purposes in the conduct of its aviation-related business and shall provide all equipment necessary for program operations. All equipment and furnishings owned by the Lessor shall be maintained and operated in a safe and sanitary condition.

IMPROVEMENTS BY LESSEE

It is understood and agreed that the Lessee shall not make any improvements to the demised premises whether in the form of alterations, additions or painting without the prior written approval of the Lessor, and that such improvements will be at the sole expense of the Lessee who will hold the Lessor harmless from any liability thereon unless said improvements are agreed to be made by the Lessor.

INSURANCE

Lessee shall maintain in full force and effect for the period covered by this Lease Agreement insurance coverage against bodily injury, personal injury, including death, property damage insurance, and product liability coverage, if applicable, with an insurance carrier satisfactory to the Lessor. The amounts of insurance coverage shall have a minimum combined single limit of one million dollars (\$1,000,000.00). All insurance required herein shall meet the following conditions at all times:

- a. It must cover complete contractual liability and personal injury as well as bodily injury.
- b. Coverage shall contain a provision requiring the insurance carrier to give the Lessor thirty days prior written notice of any cancellations of such insurance, or a reduction in coverage, or any other major change in such insurance.
- c. Coverage must name the City of Monroe as additional insured for liability purposes.
- d. Copies of policies and/or certificates of insurance shall be filed with the Lessor.
- e. Any failure by Lessee to maintain the required insurance shall be deemed a material breach and sufficient cause for termination of this Lease Agreement by the Lessor.

DAMAGE OR DESTRUCTION

It is mutually covenanted and agreed that if, during the term of the lease, said leased premises as they now exist shall be substantially destroyed by fire, windstorm, tornado, or other casualty, then this lease, at the option of either party and upon ten days' notice in writing to the other party, shall cease and terminate and both parties shall be released from further obligation hereunder. If, however, during the term of this lease, the said premises as they now exist shall be only partly destroyed by fire, windstorm, tornado, or other casualty, the Lessor, at its discretion, may or may not repair the premises. Any repairs by the Lessor shall be made as speedily as possible at its own expense. If the Lessor considers

the leased premises usable, then the required rent shall not abate. If the Lessor considers the premises unusable, either from damage or destruction or otherwise, then the rent shall abate during the period required for repairs or until the Lessor considers the premises usable again.

Notwithstanding any other provision of this agreement, the Lessor shall only be responsible for repairing fire or other casualty damage to the extent of the proceeds payable from fire insurance policies in force at the time of the loss.

Damage to such an extent as to render forty percent or more of the floor space unusable for the purposes of the Lessee's operations shall be "a substantial destruction" within the meaning of this agreement, and damage which renders less than forty percent of floor space usable for the purposes of the Lessee's business, but which cannot be repaired within sixty days, shall likewise be deemed "a substantial destruction."

BREACH OF LEASE

The happening of any one or more of the following listed events shall constitute a breach of this Lease Agreement on the part of the Lessee:

- a. The failure of the Lessee to pay any rent or any other amount payable under this Lease Agreement when the same become due and payable.
- b. The failure of the Lessee to perform any term or terms of this Lease Agreement and the failure of the Lessee to remedy such default within a period of 90 days after receipt of written notice to remedy such default.
- c. The assignment by Lessee of any or all of the property or assets covered by this Lease Agreement except assignment to and among other commonly owned and affiliated entities of the Lessee, or the subleasing of any of the hangar space by the Lessee.
- d. Failure of the Lessee to abide by Chapter 131 of the Monroe Code of Ordinances and any other duly adopted rules, regulations, or policies regulating the use of the Charlotte-Monroe Executive Airport including any duly promulgated rule, regulation, or policy of the FAA or other relevant federal or state agency.
- e. The conduct of illegal activities on the Leased Premises.

Upon the happening of any event of default as defined in this Lease Agreement the Lessor may, at its option terminate this Lease Agreement and take possession of personal property of the Lessee from the leasehold. Upon such default, the parties agree that the Lessor, without any advance notice, may take possession of the leasehold in such a manner as Lessor may deem desirable, including but not limited to locking same until such time as all rentals and other applicable charges have been paid, and such costs of locking said leasehold and other applicable charges have been paid by Lessee. During any period of lockout, Lessor shall not be held liable in any manner for the safekeeping and condition of the Lessee's personal property held within the leasehold. After sixty (60) days from the date when the Lessor takes possession of leasehold and all the property located within and sends notice thereof by certified mail, return receipt requested, to the address listed above or any subsequent address on file with the Lessor, the personal property may be sold for

public auction. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Lessor may have by virtue of statute or otherwise. In any action or proceeding for the collection of any sums which become payable according to this lease, the Lessee agrees to pay the Lessor a reasonable sum for Lessor's expenses and attorney's fees, if Lessor is the prevailing party.

Exercise by Lessor of the right of termination set out herein shall not preclude Lessor from pursuing any other remedy available at law or equity.

HOLD HARMLESS AGREEMENT

Lessee shall indemnify and save harmless Lessor from and against any and all loss, claims, judgments, and costs, including attorney's fees, damages, expenses and liability caused by any accident or other occurrence causing bodily injury or property damage to any person or property arising from the use or occupancy of the demised premises by the Lessee.

Lessee hereby indemnifies, and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, expenses, and judgments of any nature arising, or alleged to arise, from or in connection with the following, including claims by Lessee and by third parties: (a) any injury to, or the death of any person or loss or damage to property on or about the premises or any adjoining property arising from or connected with the Lessee's use of the premises during the term; (b) performance of any labor or services or the furnishing of any materials or other property in respect of the premises or any part thereof by Lessee or at the Lessee's request; and (c) the storage or use of Hazardous Materials by Lessee, provided, however, nothing contained herein shall allow such storage or use by Lessee. "Hazardous Materials" shall mean hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1802 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 9601 et seq.; the Clean Water Act ("CWA"), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401 et seq.; any law, rule, or regulation, federal, state or local, now or hereafter in existence, governing or relating to the creation, use, storage, sale, retention, or transportation of hazardous or toxic substances and wastes; and in the plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar laws, regulations, rules or ordinances now or hereafter in effect; and any other substances, constituents or wastes subject to environmental regulations under any applicable federal, state or local law, regulation or ordinance now or hereafter in effect. Lessee will be responsible for any legal costs suffered by the Lessor in defending any action, suit or proceeding brought against Lessor due to any such occurrence.

WAIVER OF SUBROGATION

The Lessor agrees to maintain fire, extended coverage, vandalism and malicious mischief insurance on the Leased Premises and on personal property of the Lessor contained therein to the extent of its full insurable value; the Lessee shall do the same with respect to its property located in or on the Leased Premises. The Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the Leased Premises.

RIGHT OF INSPECTION

The Lessor shall have, during the term of this Agreement, the right, upon reasonable notice (excepting emergencies), to enter upon the premises and inspect the same for any and all purposes, provided Lessor shall provide prior reasonable notice to Lessee and shall not unreasonably interfere with Lessee's business conducted on the premises

PROHIBITION OF SUBLEASING

This lease may not be assigned or the premises subleased without the written consent of the Lessor.

FORFEITURE FOR NONCOMPLIANCE

It is expressly agreed that if Lessee shall cease to use the property for the operation of its intended aviation business for a continuing, uninterrupted period of 180 days, Lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default.

E-VERIFY REQUIREMENT

Lessee shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Lessee utilizes a subcontractor, Lessee shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

ENTIRE AGREEMENT

This instrument shall constitute the entire understanding between the parties, superseding any and all previous understandings oral or written pertaining to the subject matter contained herein.

THE CITY OF MONROE, NC

BY: _____
E. L. Faison, City Manager

Attest:

Bridgette Robinson, City Clerk

AEROWOOD AVIATION, LLC

BY: (print name) _____

TITLE: _____

SIGNATURE: _____

DATE: _____

EXHIBIT A – HANGAR 9 OFFICE SPACE: LAYOUT/DIMENSIONS

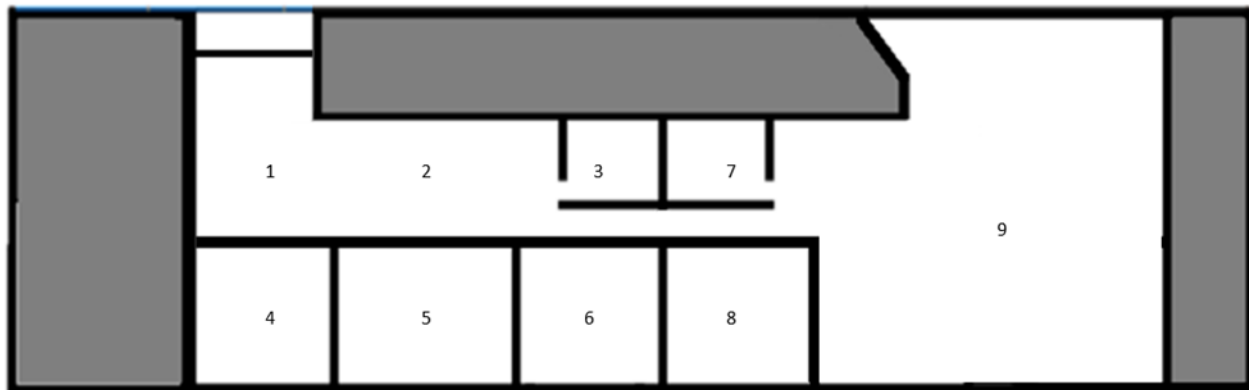
1st FLOOR PLAN: 2,377 SQ. FT.



No.	Room Description	Length	Width	Sq. Ft.
1	Viewing Room	12.0	10.0	120.0
2	Pilot's Prep Room	14.0	6.0	84.0
3	SE Hallway	17.0	3.0	51.0
4	Lobby	25.0	12.0	300.0
5	Conference Room	18.0	12.0	216.0
5a	Conf. Room Strg 1	4.0	3.0	12.0
5b	Conf. Room Strg 2	4.0	3.0	12.0
5c	Conf. Room Strg 3	4.0	3.0	12.0
6	Kitchen	9.0	8.5	76.5

No.	Room Description	Length	Width	Sq. Ft.
7	Women's Bathroom	9.0	8.0	72.0
8	Men's Bathroom	9.0	6.0	54.0
9	Main Hallway	40.0	4.0	160.0
10	NW Hallway	10.0	3.0	30.0
11	Office 1	12.0	10.0	120.0
12	Office 2	12.0	9.0	108.0
13	Office 3	12.0	9.0	108.0
14	Assembly Room/1	24.0	19.0	456.0
15	Assembly Room/2	19.0	17.0	323.0
16	Dispatch Booth	9.0	7.0	63.0

2nd FLOOR PLAN: 1,205 SQ. FT.



No.	Room Description	Length	Width	Sq. Ft.
1	Training Floor Ent	16.0	7.0	112
2	Computer Stations	23.0	9.0	207
3	Bathroom	6.0	6.0	36
4	Training Room #1	9.0	7.0	63
5	Training Room #2	10.0	7.0	70

No.	Room Description	Length	Width	Sq. Ft.
6	Training Room #3	9.0	8.0	72
7	Bathroom	6.0	6.0	36
8	Training Room #4	9.0	9.0	81
9	Instruction/Break Area	24.0	22.0	528
	UNUSABLE			



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: J. Bryan Gilliard, Chief of Police

PREPARED BY: Angie Rangolan, Support Services Supervisor

SUBJECT: School Resource Officer Agreement Between City of Monroe and Union Academy Charter School

SUMMARY STATEMENT

City Council is requested to consider adoption of a Resolution to authorize the City Manager to sign a School Resource Officer Agreement with Union Academy Charter School. This Agreement adds a second School Resource Officer to the original agreement.

REVIEW

Staff is requesting authorization for the City Manager to sign a contractual agreement with the Board of Directors for Union Academy Charter School for the City of Monroe to provide two police officers as a School Resource Officers. Staff also requests the addition of a full time police officer position to the Police Department. The costs of this position will be reimbursed by Union Academy Charter School.

RECOMMENDATION

General Services Committee and staff recommend City Council approval of the following:

1. Council adopt a Resolution authorizing the City Manager to sign the School Resource Officer Agreement with the Board of Directors for Union Academy Charter School.
2. Add an additional police officer position in the Police Department

Attachments: Resolution R-2021-40
Agreement

**RESOLUTION AUTHORIZING APPROVAL OF
SCHOOL RESOURCE OFFICER AGREEMENT WITH
UNION ACADEMY CHARTER SCHOOL
BOARD OF DIRECTORS
R-2021-40**

WHEREAS, the City of Monroe will provide two Police Officers to work as School Resource Officers for Union Academy Charter School;

WHEREAS, the City of Monroe and the Board of Directors for Union Academy Charter School wish to enter into a contractual agreement for two School Resource Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to sign an Agreement with the Board of Directors for Union Academy Charter School to provide two School Resource Officers.

Adopted this 8th day of June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF UNION

AGREEMENT

THIS AGREEMENT, made and entered into this 15th day of June, 2020, by and between **The City of Monroe**, hereinafter referred to as "City of Monroe;" and the Board of Directors for **Union Academy Charter School**, hereinafter referred to as "Union Academy School Board."

WITNESSETH:

WHEREAS, the City of Monroe proposes to provide law enforcement and related services to Union Academy Charter School (675 N ML King Jr. Blvd., Monroe, NC); and

WHEREAS, the Union Academy School Board desires to provide two law enforcement officers at Union Academy Charter School; and

WHEREAS, as provided by law and the action of the City Council and the Union Academy School Board, the parties have agreed upon an arrangement for the purpose of providing two (2) uniformed school resource officers to Union Academy Charter School, and desire to reduce their agreement to writing.

NOW, THEREFORE, in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

1. The City of Monroe agrees to station two (2) sworn police officer at such place(s) as the Union Academy School Board, acting through its Headmaster, may direct for a period of forty (40) hours per week for each sworn police officer, for the fiscal year ending June 30, 2023. It is the intent of this agreement that the forty (40) hours per week referenced above shall be established on a schedule to be agreed on by the Monroe Police Department and the Union Academy School Board. The forty (40) hours per week shall be reduced by vacation, sick leave, overtime, and such other allowance required by the City of Monroe Personnel Policies, as amended or superseded, or required by State or Federal law.
2. The police officers so assigned will serve as uniformed school resource officers responding to request for assistance as the school administrators may request or direct, and to act on his/her own volition to any emergency; to endangerment to persons or property; or to a breach of the peace or law buy any person, within the scope of his/her authority as law enforcement officers.

3. The police officers assigned to Union Academy Charter School shall at all times be the employees of the City of Monroe, and shall at no time be an employee of the Union Academy School Board. The police officers assigned to Union Academy shall be under the exclusive control, direction, supervision, and command of the Monroe Police Department, except as to assignment to school properties.
4. The City of Monroe shall be solely responsible for compensating the police officers assigned under this agreement, and shall be exclusively responsible for the provision of those benefits to the police officers, which accrue from the policies and regulations of the City Council.
5. The Union Academy School Board agrees to reimburse the City of Monroe the actual costs of the two (2) sworn police officers including actual salary and benefits. The annual cost of the two (2) sworn police officers will be pro-rated based on the assignment date(s) of each officer, to be payable on a quarterly basis based upon quarterly invoices to the Union Academy School Board unless changed by the parties in writing under 7 below.
6.
 - a. This agreement may be terminated at any time by either party on not less than thirty (30) days written notice to all parties. Any unearned portion of the consideration paid will be refunded on the termination date.
 - a. Unless terminated as above, this agreement will automatically renew and continue on the same terms and conditions for successive one-year terms.
7. This agreement constitutes the entire agreement of the parties. There are no other agreements, oral or written, other than those in this agreement. Any amendments to this agreement must be in writing and signed by all parties.
8. This agreement shall become effective upon approval and execution by the City of Monroe and the Board of Directors for Union Academy Charter School.
9. To the extent permitted by the applicable law, the City of Monroe shall hold the Union Academy School Board harmless on account of any claim arising out of the performance by the Police Department, police officers, their agents, or employees under the terms of this agreement.
10. Pursuant to NC GEN. STAT § 115C-238.29H, no indebtedness of any kind incurred or created by the Charter School, Union Academy, shall constitute an indebtedness of the State of North Carolina or its political subdivision, and no indebtedness of the Charter School shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

IN WITNESS WHEREOF, the parties set their hands and seals, the day and year first above written.

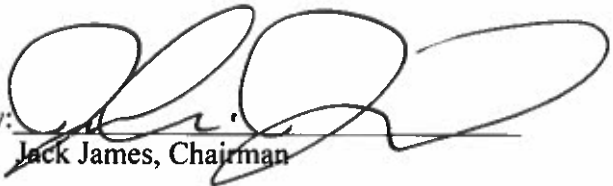
CITY OF MONROE

By: _____
E. Larry Faison, City Manager

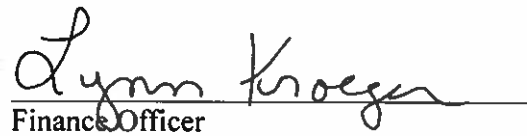
ATTEST:

Bridgette H. Robinson, City Clerk

**BOARD OF DIRECTORS FOR UNION
ACADEMY**

By:  _____
Jack James, Chairman

THIS INSTRUMENT HAS BEEN PRE-
AUDITED IN THE MANNER REQUIRED
BY THE SCHOOL BUDGET AND FISCAL
CONTROL ACT.

 _____
Finance Officer

Date: May 6, 2021



STAFF REPORT

TO: General Service Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Brian Borne, Assistant City Manager

PREPARED BY: Lisa Stiwinter, Planning and Development Director

SUBJECT: Food Truck Ordinance for Central Business District (CBD)-Zoning Text Amendment to Section 156.121 titled “Temporary Uses, Structures and Special Events”.

SUMMARY STATEMENT

The General Service Committee is requested to consider and discuss a zoning text amendment to Section 156.121 titled “Temporary Uses, Structure and Special Events” to allow food trucks in the Central Business District (CBD).

REVIEW

In 2010, the City Council adopted a zoning text amendment to the Temporary Use section of the Unified Development Ordinance (UDO) to prohibit itinerant merchants from locating within the Central Business District except with a Special Event Permit (**Attachment A: Section 156.121 Temporary Uses**). The zoning text amendment was the result of the City receiving complaints regarding a food truck locating in the downtown on a consistent basis.

Recently, there has been a community buzz going around regarding a desire to allow food trucks in downtown Monroe again. Planning staff conducted research on food truck ordinances to include Chapel Hill, Raleigh, Greensboro, Burlington, Durham, Indian Trail, Waxhaw, and Charlotte. Downtown staff conducted a food truck survey of the downtown businesses. Downtown staff received 56 responses from the survey with 37.5% representing the service businesses, 32.1% the retail businesses, 12.5% attorney offices, 8.9% restaurants and the remaining a food and beverage business. Approximately 92.9% of the 56 participants supported

food trucks in the Central Business District (**Attachment B: Survey Results**). Additional survey questions included the following:

1. What type of regulations do you think the City should have for food trucks within the CBD?
2. Where should food trucks be allowed in the CBD?
3. What time should food trucks be allowed in the CBD?
4. What concerns do you have with allowing food trucks in the CBD?
5. Any suggestions.

City of Monroe staff from the Planning and Development, Downtown, Police and Engineering Department met on more than one occasion to discuss allowing food trucks in the Central Business District (CBD). Lengthy discussion was held regarding food trucks being allowed in the public right-of-way. Planning staff contacted the North Carolina Department of Transportation (NCDOT) to inquire whether food trucks would be allowed within States public right-of-way. NCDOT responded that food trucks would be allowed within the State's public right-of-way but the City of Monroe would take any liability responsibilities.

Based on research conducted, survey results and discussion amongst City Departments, planning staff drafted an ordinance to establish food truck standards for the Central Business District (CBD). Currently, food trucks are only allowed in the Central Business District of Downtown Monroe with a Special Event Permit. The purpose of the food truck ordinance is to establish standards for private property and City-Owned parking lots in downtown Monroe (**Attachment C: Draft Food Truck Ordinance for Private Property and City-Owned Parking Lots**). Due to safety concerns, the City did not recommend moving forward with allowing food trucks within the public right-of-way. The City of Monroe suggested designating four (4) City-Owned parking lots for food truck locations within the CBD.

The draft food truck ordinance proposes allowing food trucks on private property within the General Business (GB), General Industrial (GI), Central Business District (CBD) or Conditional District with commercial uses. Food trucks on private property would require the approval of a temporary use permit and written permission from the property owner. The temporary use permit would be valid for sixty (60) days. Under the draft ordinance food trucks in City-Owned parking lots would be permitted within the Central Business District in the following parking lots (**Attachment D: City-Owned Parking Lots**):

- Franklin Street and Main Street
- Main Street and W. Talleyrand Ave.
- Hayne Street and Windsor Street
- N. Church Street and E. Franklin Street

Food trucks in City-Owned parking lots would also require a temporary use permit approval, and an invitation from a host business located in downtown. A Certificate of Insurance would be required for food trucks in City-Owned parking lots that would cover damages to the public-right-of-way, property damage and personal injury. The temporary use permit would be valid for up to seven (7) days and the hours of operation consists of between 5:00 and 11:00 pm on

weekdays and 11:00 am and 11:00 pm on Saturday and Sunday. Additional standards for all food trucks are proposed to include the following:

- Allowed at permitted special events and active construction sites.
- Not allowed fifty (50) feet from main entrance of restaurant or outdoor dining area.
- Food trucks shall not impede, endanger or interfere with pedestrian or vehicular traffic.
- All food trucks must be situated to allow at least five (5) of unobstructed space for pedestrians on sidewalks, pedestrian paths and other locations intended primarily for pedestrian travel. If any applicable law, including American with Disability Act regulations, shall require a greater distance, the greater distance shall apply.
- No food truck shall be parked in a location that prohibits or restricts access to a private property. A minimum of five (5) foot spacing is required from any driveway, measured from the driveway apron.
- The food truck must be located at least five (5) feet from any utility box, utility vault, handicapped ramp, or emergency call box. Not allowed within fifteen (15) feet from any fire hydrant.
- The minimum distance requirements are measured in a straight line from the closest point of the proposed food truck location to the closest point of the buffered object, or in the case of a restaurant, measured from the closest point of the restaurant's main entrance.
- Food truck operator are responsible for the proper disposal of waste and trash associated with the operation. Vendors shall remove all waste and trash from their location at the end of each day or as needed to maintain the health and safety to the public. City receptacles may not be utilized for this purpose. The vendor shall keep all areas within ten (10) feet of the truck clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed into the tree pits, storm drains or onto the sidewalks, streets or other public place. Under no circumstances shall grease be released into or disposed of in the City's sanitary sewer system.
- The food truck operator shall not utilize tables, chairs, free-standing signage or audio amplification in conjunction with the food truck. All equipment shall be contained within or on the food truck.
- Advertising consisting of business name, logo and items available for sale may be displayed onto the food truck. No other form of advertising is permitted.

The draft Food Truck Ordinance was presented to the Downtown Advisory Board at their April 27th meeting. Residents and business members attended the meeting to voice their input and suggestions regarding food trucks being allowed within the Downtown. Discussion held at the meeting included a lack of interest in allowing food trucks to locate in City-Owned parking lots

and concerns were raised that the ordinance did not provide provisions to allow food trucks to locate within the public right-of-way. Based on input received during the meeting, the Downtown Advisory Board recommended against a portion of the food truck ordinance that allowed food trucks to locate within a City-Owned parking lot. The Downtown Advisory Board provided a recommendation for the City to consider an ordinance to allow food trucks to locate the public right-of-way within the Central Business District (CBD) with the following provisions (**Attachment E: Draft Food Truck Ordinance for Private Property and Public Right-Of-Way**):

- Food trucks can locate on any street within the CBD.
- Do not limit the number of food trucks allowed in the downtown at one given time.
- Do not specify the hours of operation.
- Do not provide an expiration time on the temporary use permit.

RECOMMENDATION

The City of Monroe staff recommends the ordinance that establishes standards for food trucks to locate on private property and within the City-Owned parking lots in the Central Business District (CBD).

The Downtown Advisory Board recommends the ordinance that establishes standards for food trucks to locate on private property and within the public right-of-ways in the Central Business District (CBD).

The General Services Committee is requested to consider one of the following ordinances that establish standards for food trucks to locate within the Central Business District CBD):

1. Food truck ordinance that establishes standards for private property and City-Owned parking lots.
2. Food truck ordinance that establishes standards for private property and public right-of-ways

Attachment(s):

Attachment A: Section 156.121 of UDO

Attachment B: Food Truck Survey

Attachment C: Draft Food Truck Ordinance for Private Property and City-Owned Parking Lots

Attachment D: Map of City-Owned Parking Lots

Attachment E: Draft Food Truck Ordinance for Private Property and Public Right-of-Way

§ 156.121 TEMPORARY USES, STRUCTURES AND SPECIAL EVENTS.

(A) Temporary structures and uses, when in compliance with all applicable provisions of this chapter and all other ordinances of the city, shall be allowed for a period of less than 60 days and provided that a period of at least 30 days shall intervene between the termination of one period and the issuance of another permit for the same location. Any temporary use or structure requested for a period exceeding 60 days shall require the issuance of a special use permit by the Board of Adjustment. Itinerant merchants will not be permitted within the Central Business District unless in association with an approved special event permit.

(B) Fresh produce stands shall be subject to the following conditions:

(1) The produce stand operator must obtain a permit from the Zoning Administrator, which describes the type of sales involved, the location, and the duration of the sales operation;

(2) Fresh produce stands are permitted in the R-40, R-20, and GB districts;

(3) The owner of the property, if not the same as the outdoor seasonal fresh produce stand operator/owner, shall give written permission to the operator/owner;

(4) Fresh produce stands may operate at a site for up to 180 days but only between May 1 and October 31;

(5) Attached signage is permitted at one square foot per linear foot of the structure up to 15 square feet per street frontage;

(6) The use, including all sale items, parking, and maneuvering shall observe a setback of 20 feet and shall not be located in the sight distance triangle;

(7) There shall be only one produce stand or periodic retail sales event (either off-premise or on-premise) or produce sales event held at any one time on a lot;

(8) The produce stand operator is responsible for the removal of all trash and spoiled product on a daily basis;

(9) This use shall be permitted only on the following streets and must have direct access that has an established and maintained driveway:

(a) U.S. 74; and

(b) Highway 601;

(10) Sufficient on-site parking shall be provided on a dust-free pervious surface or paved surface area;

(11) Hours of operation shall be between 7:00 a.m. and 8:00 p.m.;

(12) A sketch plan shall be required of the site showing all structures to be used, access, parking, signage, and setbacks;

(13) No additional lighting shall be permitted;

(14) Fresh produce stands shall not be permitted in infill neighborhoods; and

(15) The entire produce stand including display areas shall be 1,500 square feet or less.

(C) *Special events.*

(1) In deciding whether a permit for a special permit should be granted, the administrator shall ensure that, (if the special event is conducted at all):

- (a) The hours of operation allowed shall be compatible with the uses adjacent to the activity;
- (b) The amount of noise generated shall not disrupt the activities of adjacent land uses;
- (c) The applicants shall guarantee that all litter generated by the special event be removed at no expense to the city; and
- (d) The administrator shall not grant the permit unless it finds that the parking generated by the event can be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners.

(2) In any cases where it is deemed necessary, the administrator may require the applicant to post a bond to ensure compliance.

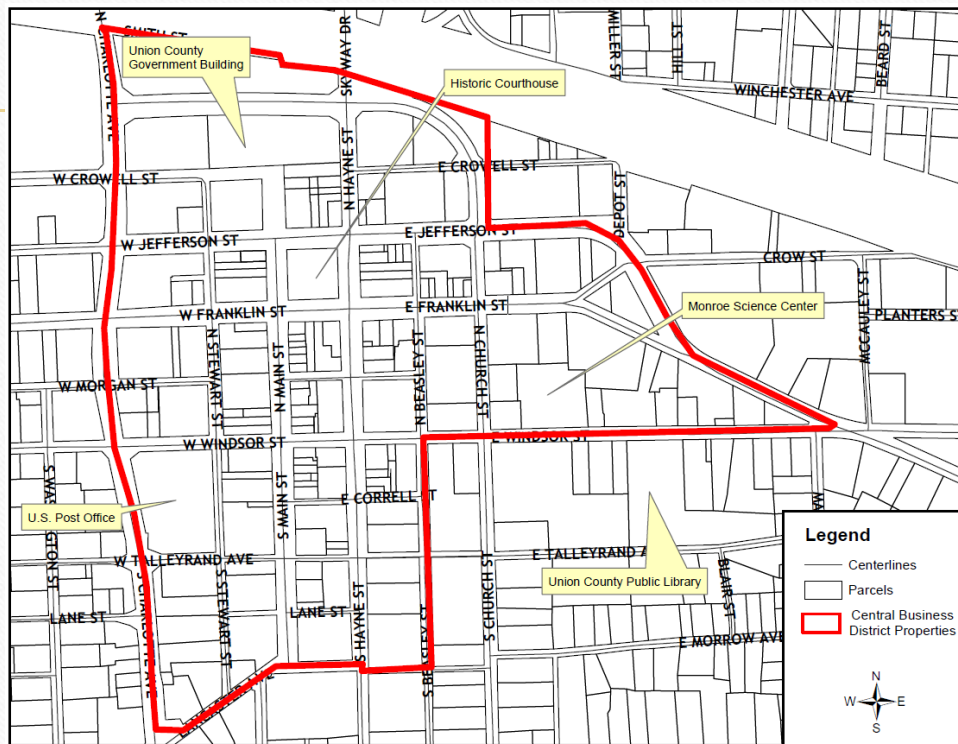
(3) If the permit applicant requests the city to provide extraordinary services or equipment or if the City Manager otherwise determined that extraordinary services or equipment should be provided to protect the public health or safety, the applicant shall be required to pay the city for the costs of these services. This requirement shall not apply if the event has been anticipated in the budget process and sufficient funds have been included in the budget to cover the costs incurred.

(Ord. O-2003-63, passed 12-16-03; Am. Ord. O-2004-45, passed 11-2-04; Am. Ord. O-2010-02, passed 4-6-10; Am. Ord. O-2012-17, passed 6-19-12)

Food Truck Survey

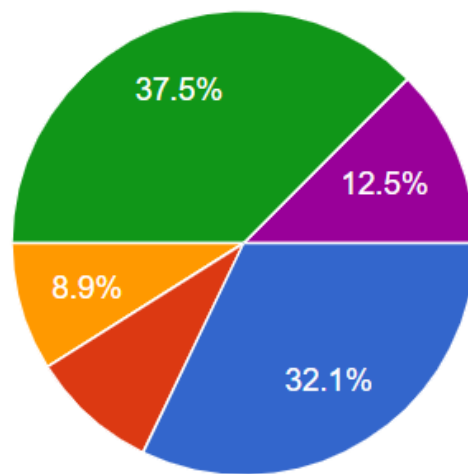
Results

56 Participants



Choose the category with which you most clearly associate with.

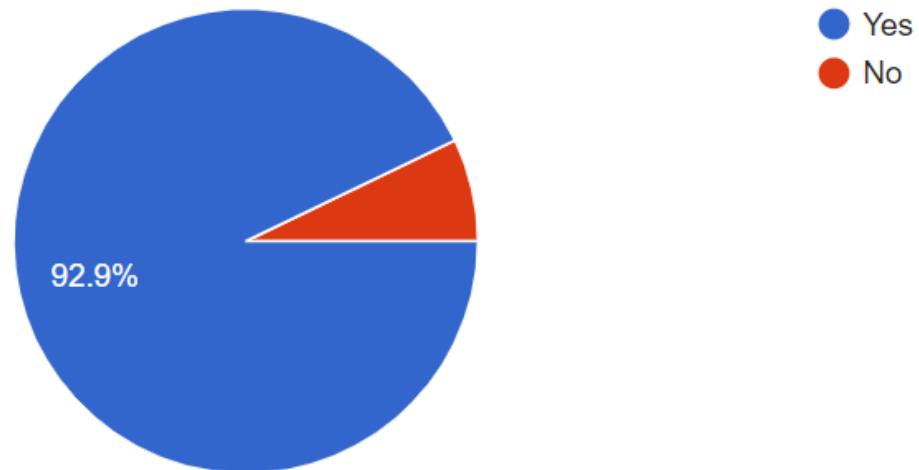
56 responses



- I represent a retail business
- I represent a food & beverage business
- I represent a restaurant
- I represent a service business
- I represent an attorney's office

Do you support having food trucks in the Central Business District (CBD)?

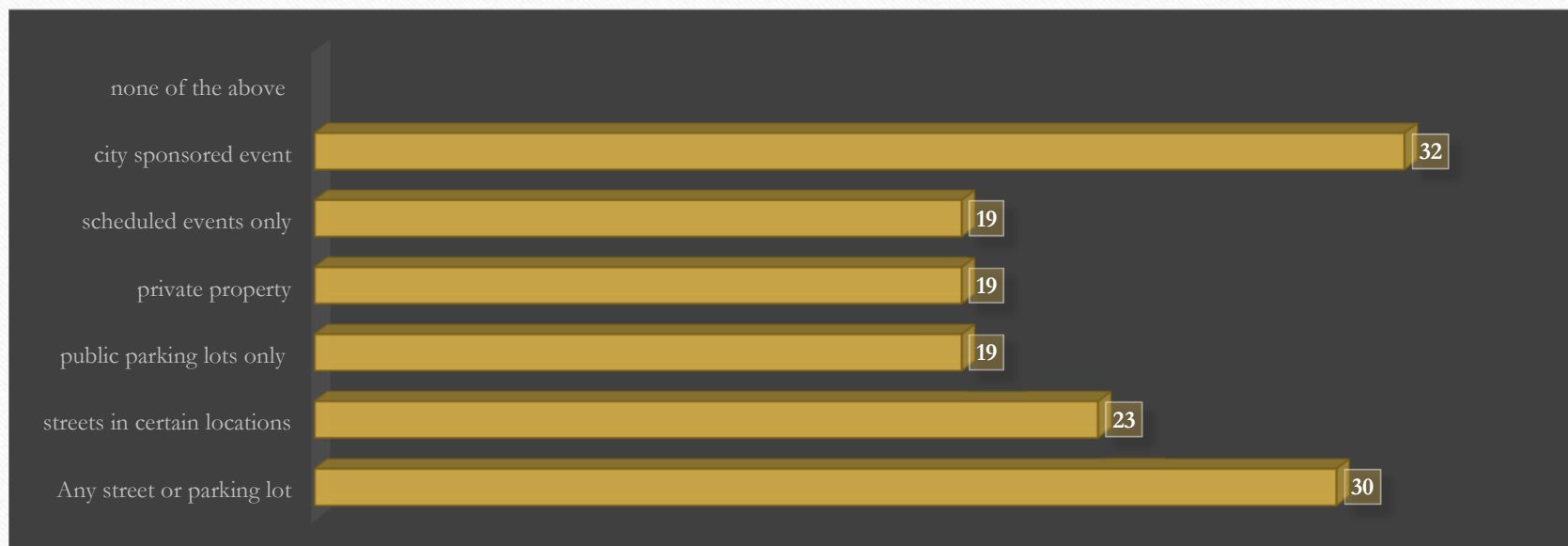
56 responses



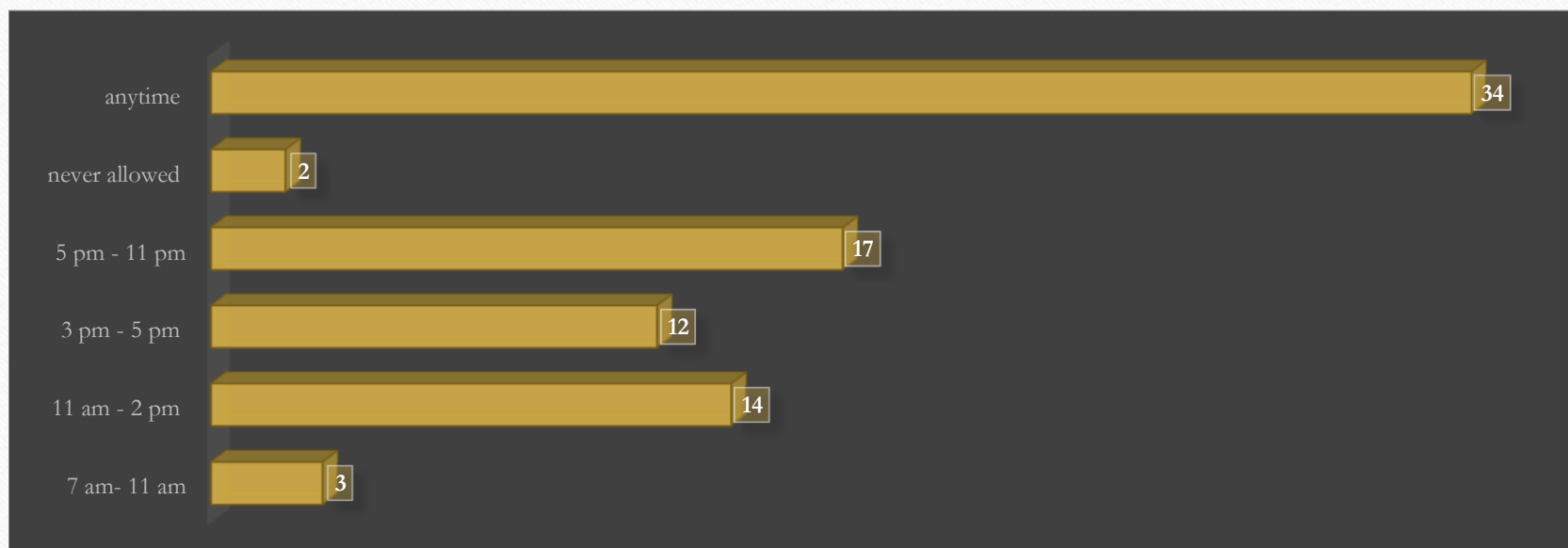
What type of regulations do you think the City should have for food trucks within the CBD?
(select all that apply)



Where do you think food trucks should be allowed to locate in the CBD? (Check all that apply)



What time should food trucks be allowed in the CBD?(check all that apply)



What concerns do you have with allowing food trucks within the CBD? (Check all that apply)



Suggestions Under Other (2 or less)

- Invitation from Downtown Business
- Littering Issue
- Until Monroe has adequate eating establishments
- No food or drink in stores

**AN ORDINANCE TO AMEND
TITLE XV, CHAPTER 156: ZONING CODE OF THE CITY OF MONROE
CODE OF ORDINANCES**

O-2021-XX

Preamble

Pursuant to authority conferred by Chapter 160A-381 of the North Carolina General Statutes, as amended and for the purpose of promoting the health, safety, morals, or general welfare of the inhabitants of the City by lessening congestion in and around the streets; securing safety; preventing the overcrowding of land; avoiding undue congestion; and facilitating the adequate provision of transportation,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE XV, CHAPTER 156 ZONING CODE OF THE CITY OF MONROE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

TEXT AMENDMENT

Section 1

Amend Section § 156.121 “Temporary Uses, Structures and Special Events” established as follows:

§ 156.121 TEMPORARY USES, STRUCTURES AND SPECIAL EVENTS.

A. Temporary structures and uses, when in compliance with all applicable provisions of this chapter and all other ordinances of the city, shall be allowed for a period of less than sixty (60) days and provided that a period of at least thirty (30) shall intervene between the termination of one (1) period and the issuance of another permit for the same location. Any temporary use or structure requested for a period exceeding sixty (60) days shall require the issuance of Special Use Permit by the Board of Adjustment.

B. Fresh Produce Stands shall be subject to the following conditions:

- 1.** The produce stand operator must obtain a permit from the Planning and Development Department, which describes the type of sales involved, the location, and the duration of the sales operation;
- 2.** Fresh produce stands are permissible in the R-40 (Low-Density Residential), R-20 (Low Density Residential), and GB (General Business) districts;
- 3.** The owner of the property, if not the same as the outdoor seasonal fresh produce stand operator/owner, shall give written permission to the operator/owner;
- 4.** Fresh produce stands may operate at a site for up to 180 days but only between May 1 and October 31;

5. Attached signage is permitted at one square foot per linear foot of the structure up to 15 square feet per street frontage;
6. The use, including all sale items, parking, and maneuvering shall observe a setback of 20 feet and shall not be located in the sight distance triangle;
7. There shall be only one produce stand or periodic retail sales event (either off-premise or on premise) or produce sales event held at any one time on a lot;
8. The produce stand operator is responsible for the removal of all trash and spoiled product on a daily basis;
9. This use shall be permitted only on the following streets and must have direct access that has an established and maintained driveway:
 - i. US 74; and
 - ii. Highway 601
10. Hours of operation shall be between 7:00 am and 8 pm;
11. Sufficient on-site parking shall be provided on gravel or paved surface area;
12. A sketch plan shall be required of the site showing all structures to be used, access, parking, signage, and setbacks;
13. No additional lighting shall be permitted;
14. Fresh produce stands shall not be permitted in infill neighborhoods; and
15. The entire produce stand including display areas shall be 1,500 square feet or less.

C. Food Trucks on Private Property and City-Owned Parking Lots. Food trucks are defined as a licensed, motorized vehicle or mobile food unit licensed by the NC State Division of Motor Vehicles, designed and equipped to serve food and beverages. Food Trucks shall adhere to the following conditions:

1. Food Trucks on Private Property. Food trucks on private property are permitted on lots in the General Business (GB), General Industrial (GI), Central Business District (CBD) or Conditional District that maintains commercial or industrial uses are subject to the following:
 - i. Must obtain a temporary use permit, be located on private property and obtain written permission from the property owner.
 - ii. To locate on a property in one of the above zoning districts, the property must have a primary use. An example of a primary use would be a building with an active use or an improved stand-alone parking lot. An unimproved grass or dirt lot is not a primary use.

- iii. Must be located on private property with written permission from the property owner.
 - iv. Food trucks on private property located in the Central Business District are exempt from Section 156.121 (A).
- 2. Food Trucks in City-Owned Parking Lots. Food trucks within the Central Business District (CBD) can locate in the following City-Owned parking lots: Intersection of Franklin Street and Main Street, Intersection of Main Street and W. Talleyrand Ave, Intersection of Hayne Street and Windsor Street or Intersection of N. Church Street and E. Franklin Street.
 - i. Only one (1) food truck will be allowed per parking lot and no more than four (4) within the Central Business District (CBD) at one given time. No single food truck operator shall occupy more than one food truck at one given time in the Central Business District (CBD). Prior to submitting a temporary use permit for a food truck in city-owned parking lot, please contact Downtown Monroe to check availability and schedule a reservation.
 - ii. Requires a host business with a physical location be a part of the temporary use permit submitted to the City requesting the food truck services. The host business shall be located within the Central Business District (CBD) and meet the following:
 - a. Permitted and has a valid certificate of occupancy.
 - b. Is actively operating.
 - iii. Food trucks shall not impede, endanger or interfere with pedestrian or vehicular traffic.
 - iv. Hours of operation are limited to the hours between 5 pm and 11 pm on weekdays and 11 am to 11 pm on Saturday and Sunday. Temporary Use Permits for food trucks on private property or in city-owned parking lots located in the Central Business District (CBD) shall be valid for a maximum of seven (7) days (Monday through Sunday) a week. A food truck vendor shall not book a seven (7) day period consecutively in order to provide customers with a variety of cuisine.
 - v. The vendor must possess a valid insurance policy through an insurance carrier authorized or eligible to do business in the State of North Carolina for any damage to the public right-of-way and for any damages for which the City might incur the liability because of property damage or personal injury arising out of the use of the public right-of-way. The minimum liability limit to the policy shall be one million dollars (\$1,000,000.00). The City of

Monroe shall be listed as an additional insured as its interests may appear on all Certificate of Insurance.

- vi.** The City reserves the right to require any permit holder to cease part or all of its operation, or remove the food truck from the permitted parking space in order to allow for construction, maintenance or repair of any street, curb, gutter, sidewalk, storm drain inlet and any other similar municipal utility.
- vii.** The food truck operator must comply with all other applicable local, state and federal regulations. Any food truck operator in a manner inconsistent with these regulations is illegal.
- viii.** If Union County Environmental Health revokes the permit for the food truck, the City's temporary use permit shall be revoked as well.
- ix.** The City may suspend the permit to maintain the health, safety, and welfare of the public. The City may suspend the food truck permit when the street is closed for a special event.
- x.** If at any time evidence of the improper disposal of liquid waste or grease is discovered, the temporary use permit will be rendered null and void and the food truck business will be required to cease operation immediately.

3. Standards for all Food Trucks.

- i.** Allowed at permitted special events and on active construction sites.
- ii.** Not allowed fifty (50) feet from the main entrance of any restaurant or outdoor dining area.
- iii.** Not allowed within fifteen (15) feet from any fire hydrant.
- iv.** The minimum distance requirements are measured in a straight line from the closest point of the proposed food truck location to the closest point of the buffered object, or in the case of a restaurant, measured from the closest point of the restaurant's main entrance.
- v.** Food truck vendors are responsible for the proper disposal of waste and trash associated with the operation. Vendors shall remove all waste and trash from their location at the end of each day or as needed to maintain the health and safety to the public. The vendor shall keep all areas within ten (10) feet of the truck clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed into the tree pits, storm

drains or onto the sidewalks, streets or other public place. Under no circumstances shall grease be released into or disposed of in the City's sanitary sewer system.

- vi. There shall be no audio amplifier or similar device to attract the attention of the public.
- vii. Advertising consisting of business name, logo and items available for sale may be displayed onto the food truck. No other form of advertising is permitted.

D. Special Events. A special event includes, but is not limited to arts and craft shows, cultural events, musical events, concerts and stage shows, celebrations, festivals, fairs, carnivals, circuses, or outdoor civic, religious or non-profit events.

1. In deciding whether a temporary use permit for a special event should be granted, the Planning and Development Director or his/her designee shall ensure the following:
 - i. The hours of operation allowed shall be compatible with the uses adjacent to the activity;
 - ii. The applicants shall guarantee that all litter generated by the special event be removed at no expense to the city; and
 - iii. The Planning and Development Director or his/her designee shall not grant the permit unless it finds that the parking generated by the event can be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners.
2. In any cases where it is deemed necessary, the Planning and Development Director or his/her designee may require the applicant post a bond to ensure compliance.
3. If the permit applicant requests the City to provide extraordinary services or equipment or if the City Manager otherwise determines that extraordinary services or equipment should be provided to protect the public health or safety, the applicant shall be required to pay the City for the costs of these services.

Adopted the 8th day of June 2021.

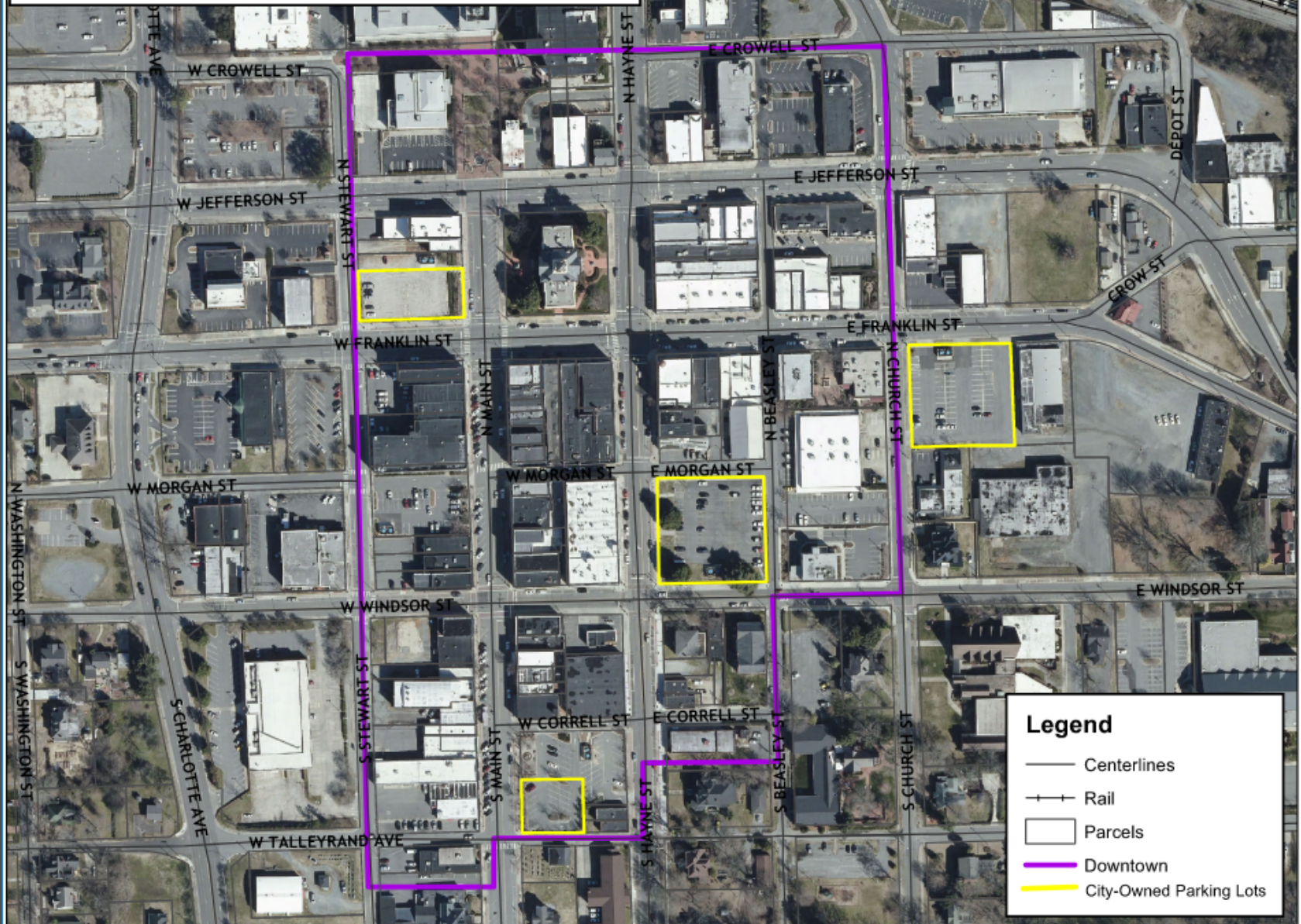
Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk

O-2021-XX

City-Owned Parking Lots-Food Trucks



**AN ORDINANCE TO AMEND
TITLE XV, CHAPTER 156: ZONING CODE OF THE CITY OF MONROE
CODE OF ORDINANCES**

O-2021-XX

Preamble

Pursuant to authority conferred by Chapter 160A-381 of the North Carolina General Statutes, as amended and for the purpose of promoting the health, safety, morals, or general welfare of the inhabitants of the City by lessening congestion in and around the streets; securing safety; preventing the overcrowding of land; avoiding undue congestion; and facilitating the adequate provision of transportation,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE XV, CHAPTER 156 ZONING CODE OF THE CITY OF MONROE CODE OF ORDINANCES BE AMENDED AS FOLLOWS:

TEXT AMENDMENT

Section 1

Amend Section § 156.121 “Temporary Uses, Structures and Special Events” established as follows:

§ 156.121 TEMPORARY USES, STRUCTURES AND SPECIAL EVENTS.

A. Temporary structures and uses, when in compliance with all applicable provisions of this chapter and all other ordinances of the city, shall be allowed for a period of less than sixty (60) days and provided that a period of at least thirty (30) shall intervene between the termination of one (1) period and the issuance of another permit for the same location. Any temporary use or structure requested for a period exceeding sixty (60) days shall require the issuance of Special Use Permit by the Board of Adjustment.

B. Fresh Produce Stands shall be subject to the following conditions:

- 1.** The produce stand operator must obtain a permit from the Planning and Development Department, which describes the type of sales involved, the location, and the duration of the sales operation;
- 2.** Fresh produce stands are permissible in the R-40 (Low-Density Residential), R-20 (Low Density Residential), and GB (General Business) districts;
- 3.** The owner of the property, if not the same as the outdoor seasonal fresh produce stand operator/owner, shall give written permission to the operator/owner;
- 4.** Fresh produce stands may operate at a site for up to 180 days but only between May 1 and October 31;

5. Attached signage is permitted at one square foot per linear foot of the structure up to 15 square feet per street frontage;
6. The use, including all sale items, parking, and maneuvering shall observe a setback of 20 feet and shall not be located in the sight distance triangle;
7. There shall be only one produce stand or periodic retail sales event (either off-premise or on premise) or produce sales event held at any one time on a lot;
8. The produce stand operator is responsible for the removal of all trash and spoiled product on a daily basis;
9. This use shall be permitted only on the following streets and must have direct access that has an established and maintained driveway:
 - i. US 74; and
 - ii. Highway 601
10. Hours of operation shall be between 7:00 am and 8 pm;
11. Sufficient on-site parking shall be provided on gravel or paved surface area;
12. A sketch plan shall be required of the site showing all structures to be used, access, parking, signage, and setbacks;
13. No additional lighting shall be permitted;
14. Fresh produce stands shall not be permitted in infill neighborhoods; and
15. The entire produce stand including display areas shall be 1,500 square feet or less.

C. Food Trucks on Private Property and Public Right-of-Ways. Food trucks are defined as a licensed, motorized vehicle or mobile food unit licensed by the NC State Division of Motor Vehicles, designed and equipped to serve food and beverages. Food Trucks shall adhere to the following conditions:

1. Food Trucks on Private Property. Food trucks on private property are permitted on lots in the General Business (GB), General Industrial (GI), Central Business District (CBD) or Conditional District that maintains commercial or industrial uses are subject to the following:
 - i. Must obtain a temporary use permit, be located on private property and obtain written permission from the property owner.
 - ii. To locate on a property in one of the above zoning districts, the property must have a primary use. An example of a primary use would be a building with an active use or an improved stand-alone parking lot. An unimproved grass or dirt lot is not a primary use.

- iii. Must be located on private property with written permission from the property owner.
 - iv. Food trucks on private property located in the Central Business District are exempt from Section 156.121 (A).
- 2. Food Trucks in Public Right-of-Way. Food trucks in the public right-of-way can locate on any street within the Central Business District (CBD).
 - i. No food truck vendor may utilize the right-of-way to serve customers without obtaining a temporary use permit from the Planning and Development Department.
 - ii. Food trucks in the public right-of-way in the Central Business District are exempt from Section 156.121 (A).
 - iii. No single food truck operator shall occupy more than one food truck at one given time in the Central Business District (CBD).
 - iv. Requires a host business with a physical location be a part of the temporary use permit submitted to the City requesting the food truck services. The host business shall be located within the Central Business District (CBD) and meet the following:
 - a. Permitted and has a valid certificate of occupancy.
 - b. Is actively operating.
 - v. The vendor must possess a valid insurance policy through an insurance carrier authorized or eligible to do business in the State of North Carolina for any damage to the public right-of-way and for any damages for which the City might incur the liability because of property damage or personal injury arising out of the use of the public right-of-way. The minimum liability limit to the policy shall be one million dollars (\$1,000,000.00). The City of Monroe shall be listed as an additional insured as its interests may appear on all Certificate of Insurance.
 - vi. The vendor shall hold the City, its officers, councilors and employees harmless and indemnify them for any loss, liability, damage, costs, and expenses arising from its operations.
- 3. Standards for all Food Trucks.
 - i. Allowed at permitted special events and on active construction sites.

- ii.** Not allowed fifty (50) feet from the main entrance of any restaurant or outdoor dining area.
- iii.** Food trucks shall not impede, endanger or interfere with pedestrian or vehicular traffic.
- iv.** All food trucks must be situated to allow at least five (5) of unobstructed space for pedestrians on sidewalks, pedestrian paths and other locations intended primarily for pedestrian travel. If any applicable law, including American with Disability Act regulations, shall require a greater distance, the greater distance shall apply.
- v.** No food truck shall be parked in a location that prohibits or restricts access to a private property. A minimum of five (5) foot spacing is required from any driveway, measured from the driveway apron.
- vi.** The food truck must be located at least five (5) feet from any utility box, utility vault, handicapped ramp, or emergency call box. Not allowed within fifteen (15) feet from any fire hydrant.
- vii.** The minimum distance requirements are measured in a straight line from the closest point of the proposed food truck location to the closest point of the buffered object, or in the case of a restaurant, measured from the closest point of the restaurant's main entrance.
- viii.** Food truck operator are responsible for the proper disposal of waste and trash associated with the operation. Vendors shall remove all waste and trash from their location at the end of each day or as needed to maintain the health and safety to the public. City receptacles may not be utilized for this purpose. The vendor shall keep all areas within ten (10) feet of the truck clean of grease, trash, paper, cups or cans associated with the vending operation. No liquid waste or grease is to be disposed into the tree pits, storm drains or onto the sidewalks, streets or other public place. Under no circumstances shall grease be released into or disposed of in the City's sanitary sewer system.
- ix.** The food truck operator shall not utilize tables, chairs, free-standing signage or audio amplification in conjunction with the food truck. All equipment shall be contained within or on the food truck.

- x. Advertising consisting of business name, logo and items available for sale may be displayed onto the food truck. No other form of advertising is permitted.

4. Suspension of Temporary Use Permit for all Food Trucks.

- i. The City reserves the right to require any permit holder to cease part or all of its operation, or remove the food truck from the permitted parking space in order to allow for construction, maintenance or repair of any street, curb, gutter, sidewalk, storm drain inlet and any other similar municipal utility.
- ii. The food truck operator must comply with all other applicable local, state and federal regulations. Any food truck operator in a manner inconsistent with these regulations is illegal.
- iii. If Union County Environmental Health revokes the permit for the food truck, the City's temporary use permit shall be revoked as well.
- iv. The City may suspend the permit to maintain the health, safety, and welfare of the public. The City may suspend the food truck permit when the street is closed for a special event.
- v. If at any time evidence of the improper disposal of liquid waste or grease is discovered, the temporary use permit will be rendered null and void and the food truck business will be required to cease operation immediately.

5. Enforcement for Food Trucks.

i. Civil Penalties.

- a. Violations of any of the provisions of this section will result in the following civil penalties:

- a. First offense in a twelve-month period...\$100
- b. Second offense in a twelve-month period...\$500
- c. Third offense in a twelve-month period...permit revocation.

- b. The City Manager or Manager's designee may issue a notice of violation assessing civil penalties. The notice shall be issued in writing and shall set forth with reasonable specificity the basis for the civil penalty. The notice of violation shall be served by registered or certified mail, or by personal service. When service is made by registered or certified mail, a copy of the notice may also be sent by first class mail. Service shall be deemed sufficient if the first class mail is not returned to the Post Office within ten (10)

days after mailing. Refusal to accept the notice shall not relieve the violator of the obligation to pay the penalty.

- c. The notice of violation shall contain a time period by which the violation must be corrected. From and after the date specified in the notice, each subsequent day that the violation continues in existence shall constitute a separate and distinct offense subject to additional civil penalties.
- d. If a person fails to pay any civil penalty within thirty (30) days after the decision becomes final, the City may recover the penalty, together with all costs allowed by law, by filing a civil action in the General Court of Justice in the nature of a suit to collect the debt.

ii. Other Remedies.

- a. In addition to civil penalties and permit suspension, a violation of this division is a misdemeanor and may also be enforced through injunctive or other equitable relief, or a combination of remedies.

iii. Appeals.

- a. A party aggrieved may appeal any decision under this section to the City Manager or Manager's designee within fifteen (15) calendar days after the contested decision. An appeal must be made in writing and shall contain the reasons supporting the appeal and any evidence that supports it. The person appealing review the evidence that is the basis of any suspension or violation the City's normal business hours. The City Manager or Manager designee shall review the information provided and shall issue a written decision determining whether a violation has occurred.

D. Special Events. A special event includes, but is not limited to arts and craft shows, cultural events, musical events, concerts and stage shows, celebrations, festivals, fairs, carnivals, circuses, or outdoor civic, religious or non-profit events.

- 1. In deciding whether a temporary use permit for a special event should be granted, the Planning and Development Director or his/her designee shall ensure the following:
 - i. The hours of operation allowed shall be compatible with the uses adjacent to the activity;

- ii.** The applicants shall guarantee that all litter generated by the special event be removed at no expense to the city; and
 - iii.** The Planning and Development Director or his/her designee shall not grant the permit unless it finds that the parking generated by the event can be accommodated without undue disruption to or interference with the normal flow of traffic or with the right of adjacent and surrounding property owners.
- 2.** In any cases where it is deemed necessary, the Planning and Development Director or his/her designee may require the applicant post a bond to ensure compliance.
- 3.** If the permit applicant requests the City to provide extraordinary services or equipment or if the City Manager otherwise determines that extraordinary services or equipment should be provided to protect the public health or safety, the applicant shall be required to pay the City for the costs of these services.

Adopted the 8th day of June 2021.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk

O-2021-XX



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Budget Amendment for Various Budget Adjustments

SUMMARY STATEMENT

Various adjustments are proposed to the fiscal year 2021 budget in order to recognize activity that was unanticipated and maintain budgetary compliance. All adjustments are outlined below.

REVIEW

Budget Amendment for various items as follows:

1. After the end of fiscal year 2020, it was discovered that the accounting treatment of the installment financing loan for the new ERP software package would need to be adjusted. Rather than recording the entire amount of the proceeds in the capital project, the proceeds had to be recorded in the enterprise funds and then transferred to the capital project. The entry to record the proceeds was booked to the enterprise funds as of 6/30/20, which created a due to capital projects balance in each fund. In fiscal year 2021, the due to capital projects was cleared with the actual transfer to the capital project fund. Since the proceeds were placed in fund balance at the end of the 2020 fiscal year, the proceeds need to be re-appropriated to cover the transfer that was booked in the current fiscal year.
2. Due to reduced revenue from investment earnings, the electric fund needs to appropriate fund balance in the amount of \$500,000 to make up the shortfall.

3. Covid-19 expenses for deep cleaning in various areas was not a budgeted expenditure for the fiscal year. An amendment in the amount of \$56,000 is needed to cover this expense for the year.
4. Cost of credit card and billing fees for motor vehicle collections are passed on to the City by the NC Department of Transportation. Increased motor vehicle tax collections have resulted in higher collection fees. An amendment is needed to reflect these increased fees in the amount of \$30,000.
5. Amendment proposed to cover higher than anticipated collections for water and sewer capacity fees in the amount of \$956,655. Water and sewer capacity fees are required by NC General Statute 162A-207(b) to be used for capital improvements related to new development and are transferred to the capital reserve fund to achieve this requirement. The City has also passed Resolution R-2017-20 to transfer annually the amount in excess of the minimum fund balance policy to the Capital Reserve Fund. This calculation was performed and a budget amendment is needed to cover the transfer in the amount of \$1,631,018 per the resolution.
6. Due to work on the design and environmental approvals, the police station and senior center bonds were not issued during the fiscal year. An amendment is requested to move unused debt payment amounts for the police headquarters and senior center in the amounts of \$951,270 and \$284,647, respectively, to the project accounts to be used to offset the costs of the projects.
7. Due to the closure and/or reduced attendance of the Monroe Aquatics and Fitness Center, revenue losses will need to be covered by the Monroe Aquatic and Fitness Center fund balance. The facility was closed from July until October 2020 and customer membership fees were not collected. Savings were realized in unpaid salaries, reduced services and decreased utility bills, but other costs still need to be covered for the fiscal year. An appropriation from fund balance in the amount of \$1,029,284 to cover lost revenue is recommended. The balance in fund balance after this budget amendment is \$2,012,830.
8. Donations totaling \$365,530 have been received for both the Science Center and the Center Theatre. The donations and corresponding expense need to be adjusted with a budget amendment. Donations were designed for specific items by the donors in many cases or split between the two projects. The final amounts (net of administrative fees) were \$126,760 for Science Center Exhibits, \$1,890 for Science Center Pavers and \$236,880 for the Center Theatre Programming.
9. Due to the delayed opening of the Center Theatre, revenue losses from ticket sales and facility rentals will need to be covered by the General Fund balance. The amount of the projected loss for the fiscal year is \$324,700 and a budget amendment to cover this amount is recommended. Expenses for the facility were mostly salaries and utility costs.

RECOMMENDATION

Staff recommends approval of the attached budget amendment containing various budget adjustments for Fiscal Year 2021.

Attachment: BA-2021-12

**BUDGET AMENDMENT
BA-2021-12**

1. After the end of fiscal year 2020, it was discovered that the accounting treatment of the installment financing loan for the new ERP software package would need to be adjusted. Rather than recording the entire amount of the proceeds in the capital project, the proceeds had to be recorded in the enterprise funds and then transferred to the capital project. The entry to record the proceeds was booked to the enterprise funds as of 6/30/20, which created a due to capital projects balance in each fund. In fiscal year 2021, the due to capital projects was cleared with the actual transfer to the capital project fund. Since the proceeds were placed in fund balance at the end of the 2020 fiscal year, the proceeds need to be re-appropriated to cover the transfer that was booked in the current fiscal year.

Monroe Aquatics & Fitness Center Fund:

Revenue	
Appropriation of Fund Balance	\$90,736
Expense	
Transfer to General Capital Project Fund	\$90,736

Downtown Monroe Fund:

Revenue	
Transfer from General Fund	\$20,229
Expense	
Transfer to General Capital Project Fund	\$20,229

Monroe-Union County Economic Development Fund:

Revenue	
Appropriation of Fund Balance	\$21,761
Expense	
Transfer to General Capital Project Fund	\$21,761

Water & Sewer Fund:

Revenue	
Appropriation of Fund Balance	\$275,013
Expense	
Transfer to General Capital Project Fund	\$275,013

Electric Fund:

Revenue	
Appropriation of Fund Balance	\$243,298
Expense	
Transfer to General Capital Project Fund	\$243,298

Natural Gas Fund:

Revenue	
Appropriation of Fund Balance	\$163,572

Expense		
Transfer to General Capital Project Fund		\$163,572
Stormwater Fund:		
Revenue		
Appropriation of Fund Balance		\$93,118
Expense		
Transfer to General Capital Project Fund		\$93,118
Solid Waste Fund:		
Revenue		
Appropriation of Fund Balance		\$71,873
Expense		
Transfer to General Capital Project Fund		\$71,873
Airport Fund:		
Revenue		
Transfer from General Fund		\$72,868
Expense		
Transfer to General Capital Project Fund		\$72,868
General Fund:		
Revenue		
Appropriation of Fund Balance		\$93,097
Expense		
Transfer to Airport Fund		\$72,868
Transfer to Downtown Monroe Fund		\$20,229
General Capital Projects Fund:		
Revenue		
Installment Financing		(\$1,052,468)
Transfer from MAFC Fund		\$90,736
Transfer from Downtown Monroe Fund		\$20,229
Transfer from MUCED Fund		\$21,761
Transfer from Water/Sewer Fund		\$275,013
Transfer from Stormwater Fund		\$93,118
Transfer from Electric Fund		\$243,298
Transfer from Natural Gas Fund		\$163,572
Transfer from Airport Fund		\$72,868
Transfer from Solid Waste Fund		\$71,873

2. Due to reduced revenue from investment earnings, the electric fund needs to appropriate fund balance in the amount of \$500,000 to make up the shortfall.

Electric Fund:

Revenue

Appropriation of Fund Balance	\$500,000
Investment Earnings	(\$500,000)

3. Covid-19 expenses for deep cleaning in various areas was not a budgeted expenditure for the fiscal year. An amendment in the amount of \$56,000 is needed to cover this expense for the year.

General Fund:

Revenue

Appropriation of Fund Balance	\$50,000
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Expense

General Government	\$50,000
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Water Fund:

Revenue

Appropriation of Fund Balance	\$2,200
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Expense

Distribution System	\$2,200
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Electric Fund:

Revenue

Appropriation of Fund Balance	\$4,000
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Expense

Energy Services Administrative	\$4,000
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4. Cost of credit card and billing fees for motor vehicle collections are passed on to the City by the NC Department of Transportation. Increased motor vehicle tax collections have resulted in higher collection fees. An amendment is needed to reflect these increased fees in the amount of \$30,000.

General Fund:

Revenue

Ad Valorem Taxes	\$30,000
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Expense

General Government	\$30,000
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5. Amendment proposed to cover higher than anticipated collections for water and sewer capacity fees in the amount of \$956,655. Water and sewer capacity fees are required by NC General Statute 162A-207(b) to be used for capital improvements related to new development and are transferred to the capital reserve fund to achieve this requirement. The City has also passed Resolution R-2017-20 to transfer annually the amount in excess of the minimum fund balance policy to the Capital Reserve Fund. This calculation was performed and a budget amendment is needed to cover the transfer in the amount of \$1,631,018 per the resolution.

Water & Sewer Fund:

Revenue

Appropriation of Fund Balance \$1,631,018

Other Revenues \$956,655

Expense

Transfer to Water & Sewer Capital Reserve Fund \$2,587,673

Water & Sewer Capital Reserve Fund:

Revenue

Transfer from Water & Sewer Fund \$2,587,673

Expense

Reserved \$2,587,673

6. Due to work on the design and environmental approvals, the police station and senior center bonds were not issued during the fiscal year. An amendment is requested to move unused debt payment for the police headquarters and senior center in the amounts of \$794,654 and \$237,783, respectively, to the project accounts to be used to offset the costs of the projects.

General Fund:

Expense

Debt Service (\$1,235,917)

Transfer to General Project Fund \$1,235,917

General Project Fund

Revenue

Transfer from General Fund \$1,235,917

Expense

Capital Project GB1901 Police Headquarters \$951,270

Capital Project GB1801 Senior Center \$284,647

7. Due to the closure and/or reduced attendance of the Monroe Aquatics and Fitness Center, revenue losses will need to be covered by the Monroe Aquatic and Fitness Center fund balance. The facility was closed from July until October 2020 and customer membership fees were not collected. Savings were realized in unpaid salaries, reduced services and decreased utility bills, but other costs still need to be covered for the fiscal year. An appropriation from fund balance in the amount of \$1,029,284 to cover lost revenue is recommended. The balance in fund balance after this budget amendment is \$2,012,830.

Monroe Aquatics and Fitness Center:

Revenue

Appropriation from Fund Balance \$1,029,284

Sales and Services (\$1,029,284)

8. Donations totaling \$365,530 have been received for both the Science Center and the Center Theatre. The donations and corresponding expense need to be adjusted with a budget amendment. Donations were designed for specific items by the donors in many cases or split between the two projects. The final amounts (net of administrative fees) were \$126,760 for Science Center Exhibits, \$1,890 for Science Center Pavers and \$236,880 for the Center Theatre Programming.

Occupancy Tax Capital Project Fund:

Revenue	
Miscellaneous	\$126,760
Expense	
Project Expense (Science Center Exhibits)	\$126,760

Center Theatre Fund:

Revenue	
Miscellaneous	\$236,880
Expense	
Reserved for Future Programming	\$236,880

9. Due to the delayed opening of the Center Theatre, revenue losses from ticket sales and facility rentals will need to be covered by the General Fund balance. The amount of the projected loss for the fiscal year is \$324,700 and a budget amendment to cover this amount is recommended. Expenses for the facility were mostly salaries and utility costs.

General Fund:

Revenue	
Appropriation of Fund Balance	\$324,700
Expense	
Transfer to Center Theatre Fund	\$324,700

Center Theatre Fund:

Revenue	
Transfer from General Fund	\$324,700
Sales and Services	(\$324,700)

Adopted this 8th day of June, 2021.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: May 27, 2021

FROM: Lisa Strickland, Finance Director

PREPARED BY: Ashley Ivey, Accounting Manager

SUBJECT: Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act of 2021

SUMMARY STATEMENT

The General Services Committee is requested to approve a budget ordinance to accept grant funds from the Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act of 2021 (ARPA).

REVIEW

The City was notified earlier this year that as a non-entitlement municipality it would be allocated funding from the Coronavirus State and Local Fiscal Recovery Funds – American Rescue Plan Act of 2021 (ARPA). The City has been notified that the estimate of funding to be received in two tranches is a total of \$10,400,000. The first half will be received in the next few weeks and the second half will be received in one year from the date the first half is received. This estimate is expected to be the actual amount as it is allocated based upon population of the municipality.

City staff is still awaiting more guidance from the US Treasury and specifically the NC Local Government Commission on what are allowable uses of these funds. The federal law specifies that the funds will remain available for expenditure through December 31, 2024. This deadline allows sufficient time for local government officials to carefully consider how best to appropriate the monies for maximum short and long-term benefit to their communities. City staff has been advised by staff of the NC School of Government to wait to appropriate any ARPA funds until all contracting, accounting, reporting, documentation and other applicable federal and state compliance requirements are communicated.

At this time municipalities' governing boards are requested to accept the federal grant funds and adopt a Special Revenue Fund Project Budget Ordinance in accordance with guidance from the NC School of Government and our auditors.

RECOMMENDATION

Staff recommends the General Services Committee forward to Council for approval of Budget Ordinance BO-2021-11 to accept the federal grant funds and adopt a Special Revenue Fund Project Budget Ordinance.

Attachments: Budget Ordinance BO-2021-11

**CITY OF MONROE, NORTH CAROLINA
SPECIAL REVENUE FUND PROJECT BUDGET ORDINANCE
AMERICAN RESCUE PLAN ACT OF 2021
BO-2021-11**

WHEREAS, the federal government allocated local governments funding in the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021; and

WHEREAS, the City has been allocated funds in the American Rescue Plan Act of 2021 as a non-entitlement municipality; and

WHEREAS, the City will be receiving half of the allocated funds directly from the North Carolina Pandemic Recovery Office in 2021 and the second half in 2022 in the total amount of \$10,400,000; and

WHEREAS, the City will make a determination in what the funds may be used for after more guidance is released by the US Treasury and the North Carolina Local Government Commission.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe establishes the special revenue project budget for the project entitled “American Rescue Plan Act of 2021”, and appropriates the following revenues and expenses:

Special Revenue Project Fund:

Revenue:

Grant Revenue

\$10,400,000

Expense:

Project Costs

\$10,400,000

Adopted this 8th day June, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: Lisa Strickland, Finance Director

DATE: May 27, 2021

FROM: Lisa Strickland, Finance Director

PREPARED BY: Monica Bulos, Purchasing Assistant

SUBJECT: Ratify Annual Service Contracts over \$100,000

SUMMARY STATEMENT

City Council approval is necessary for renewal of reoccurring service contracts for fiscal year 2022. Details are outlined below.

REVIEW

Chapter 34 of the Monroe Code of Ordinances dictates that it is necessary to seek City Council approval on purchases in excess of \$100,000. They are as follows:

FY2022 Services Exceeding \$100,000			
Company Name	FY2021 Expenditures	FY2022 Expenditures	Synopsis
Data Prose	\$155,260	\$164,200	Bill printing services for cycle bills, notices and tax statements (Postage is included at \$107,050) Cost increase due to increased amount of bills and postage. Anticipate postage to go down due to new e-bill service.
Green's Commercial Cleaning	\$329,387	\$428,988	Cleaning of city facilities. Increased amount is for estimated cost of cleaning Monroe Science Center and Dowd Center Theatre.

Lewis Tree Service Inc. (Formerly Carolina Tree Care)	\$378,000	\$389,988	Tree trimming services for electric right of ways. A 3% increase is expected by the contractor in FY2022.
Hinson Services	\$120,000	\$120,000	For maintenance, repair, and replacement of city HVAC systems. Amount may increase or decrease based upon the need of repairs and replacements.
Interlocal Risk Financing Fund of NC	\$520,000	\$528,000	The Property and Liability premium for all City Departments for FY2021 was \$520,000. The amount indicated is the amount budgeted for FY2022 and will not be exceeded.

Dawn Development	\$2,198,066	\$2,417,873	Construction services for electric and natural gas line installation. Cost increase due to services to growth and new subdivisions.
Tyler Technologies	\$157,895	\$220,000	City new software maintenance fees.
Underground Solutions	\$119,800	\$119,800	The water main pipe bursting strategic initiative was implemented by the Water Resource Department in April 2014 and was designed to help close the infrastructure replacement gap for water mains. The trenchless pipe bursting technology requires fusible pipe materials. Currently, there is only one manufacturer of fusible PVC pipe (FPVC), Underground Solutions Inc., and the Water Resources Department is working with them as a sole source provider of the needed pipe materials. Pricing has been stable since April 2014. Quantities of the 6-inch and 8-inch pipe may vary slightly due to field condition encountered. Purchases will be made based on unit prices provided, and will not exceed available budgeted funds without additional approvals.

FY2022 Water Chemical Bids			
Product	Vendor	Price	Synopsis
Liquid Chlorine	JCI Jones Chemical	\$600/ton	On April 15, 2021 staff received bids for FY2021 chemical bids for the Water and Waste Water Treatment Divisions. This bid is distributed annually. The treatment chemical budget for FY2022 is \$1,127,000 for the Water Treatment Plant and \$101,500 for the Waste Water Treatment Plant.
Zinc Ortho Polyphosphate	Shannon Chemical	\$1.187/lb. SNC lead free	
Sulfur Dioxide	JCI Jones Chemicals	\$1,000/ton	
Dry Cationic Polymer -WTP	Polydyne	\$1.71/lb. (C-3226)	
Dry Non-Ionic Polymer	Polydyne	\$1.71/lb.	
Powdered Activated Carbon	Donau Carbon	\$0.7576/lb.	
Dry Cationic Polymer - WWTP	Polydyne	\$1.90/lb. (SE-1278)	
Calcium Hydroxide Slurry	Lime-Chem	\$0.0409/lb.	
Magnesium Hydroxide	Garrison Minerals	\$0.345/lb.	
Liquid Copper Sulfate	Univar Solutions	\$1.82/lb.	

The contracts listed above are annual service contracts that reoccur each year. Funds for these contracts are included in the fiscal year 2022 budget.

RECOMMENDATION

Staff recommends the General Services Committee forward to City Council for approval of the proposed service contracts and authorize the manager to execute necessary contracts for fiscal year 2022.