

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, October 21, 2021 - 4:00 PM**

**AGENDA
www.monroenc.org**

1. General Service Committee Meeting Minutes of August 19, 2021
2. UCPS, Lease of City Property to Board of Education
3. Monroe High School/UCPS Golf Course Fee Waiver Discussion
4. Adopt Fee Schedule for Monroe Science Center
5. Economic Development Proposal for City Owned Property
6. Pilot Food Truck Program Discussion

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
August 19, 2021 4:00 PM

MINUTES

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

Absent: Committee Member Hayden Munn, Committee Member Gary Anderson

Staff: Brian Borne, Interim City Manager; Lisa Strickland, Finance Director; S. Mujeeb Shah-Khan, City Attorney; Amy Austin, Accounting Analyst IV; Mary Lou Connelly, Senior Budget Analyst; Peter Cevallos, Airport Manager; Bruce Bounds, IT Director

Visitor(s): none

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on August 19, 2021. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from May 27, 2021.

Finance Director Lisa Strickland presented the minutes from the May 27, 2021 General Services Committee meeting for Council's approval.

Mayor Pro Tem Holloway moved to approve the Minutes of the General Services Committee Meeting of May 27, 2021.

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

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

NAYS: None

Item 2. General Services Committee Meeting – Staff Notes from June 17, 2021.

Finance Director Lisa Strickland presented the Staff Notes from the June 17, 2021 General Services Committee meeting. A quorum was not present at the June 17, 2021 meeting, therefore the Staff Notes were for informational purposes only and do not require a vote.

Item 3. Shining Light Baptist Church, Property Donation, 2007 Pinedell Avenue.

Interim City Manager Brian Borne presented that staff was approached by Pastor Tim Cruse, Shining Light Baptist Church if there was an interest in the possible donation of property at 2007 Pinedell Avenue; Tax Parcel ID #09-301-226B (lake parcel), #09-301-225B and #09-301-225C.

The property at 2007 Pinedell Avenue, owned by Shining Light Baptist Church, has been offered to the City of Monroe as a potential donation if used for public benefit. Monroe Parks and Recreation is considering this property for future recreation use, specifically, as programmed day camp activities, not open for daily use. Potential programming and facilities for the above parcel could include fishing, team building challenge courses, picnicking, and other day camp activities. Benesh has completed a site inventory and assessment to determine the opportunities and any constraints towards providing the above potential programming venues. Items studied in this assessment include: soil and terrain, vegetation, hydrology, access, surrounding

land use, manmade improvements and previous planning studies.

The Benesh site assessment, environmental assessment and survey determined that the property is suitable for the use(s) outlined above.

Shining Light requests the City consider the following:

- Placing a permanent marker in easy to see place on the property (see sample below) to recognize the gift

Permanent marker to state something to this effect:

*Lake Minnehaha
"Lake of Many Laughs"
Built in 19?? By Mr. O.V. McGee*

*Donated to the Residents
of the City of Monroe
North Carolina*

*By Your Friends at
Shining Light Baptist
Church and Academy
(Date)*

"In God We Trust"

- Keep the water wheel in place as a landmark (as long as in good repair)
- Remove the non-established house

General Services Committee is requested to consider and recommend to Council to accept the donation of property, with the requests listed above and the manager be authorized to execute any and all documents as required to execute this transaction. The item will be placed on the Tuesday, September 14, 2021 City Council Consent Agenda if there is no Committee objection.

Mayor Pro Tem Holloway asked if there were any conditions to accepting the property. City Attorney Shah-Khan stated that other than the sign and items noted above, there were no conditions.

Mayor Pro Tem Holloway moved to approve the recommendation to Council to accept the donation of property, with the requests listed above and to authorize the manager to execute any and all documents as required to execute this transaction.

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

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

NAYS: None

Item 4. Budget Amendment for New Personnel Operating Expenses.

Finance Director Lisa Strickland presented that during the annual budget process, 18 new positions were approved. The requests included various other operating costs needed with the addition of new staff. These items were approved but were not included in the final adopted budget. These expenditures are listed below.

New Personnel Operating Expenses:

Small Equipment/PC's	\$37,700
Uniforms and Shoes	32,025
Telecommunications	5,745
Training and Travel	15,250
Dues and Licenses	5,600
Supplies	6,350

Fuel	11,861
Allocable Portion to Other Funds	<u>(43,090)</u>
Net impact to the General Fund	71,441

A Budget Amendment is requested to fund the operating expenses that were inadvertently left out of the annual budget.

Staff recommends the Committee's approval to place on the September Council meeting for full approval.

Mayor Pro Tem Holloway moved to approve the request for a Budget Amendment to Council to include previously approved expenses in the annual budget.

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

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

NAYS: None

Item 5. Budget Ordinance to Close Capital Projects.

Finance Director Lisa Strickland presented that many capital projects have been completed and are ready to be closed. Funding that is remaining in the following projects as unspent, netted against any project overruns, can be transferred back to fund balance in the corresponding fund. Projects are as follows:

- WR1730 – John Glen WTP Improvements \$1,212
- EL2102 – Substation Flooding Remediation \$20,000
- ELFLOR – Hurricane Florence Repairs (32)

One project was closed last year in error. This project needs to be re-established to make the final payment on the project. That project is WR1227 – Utility Relocations Monroe Expressway. The final payment is still in negotiation, but the project balance was \$1,055,556 when the project was closed last year. It is requested that this amount be moved back into the project.

Staff recommends that the General Services Committee forward to full Council the recommendation for approval of the proposed budget ordinance to close projects for Fiscal Year 2022.

Mayor Pro Tem Holloway moved to forward the recommendation for approval of a Budget Ordinance to full Council to close projects for Fiscal Year 2022.

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

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

NAYS: None

Item 6. Budget Amendment for Unspent Items.

Finance Director Lisa Strickland presented that it is necessary to re-appropriate items that have been approved but are not complete at the end of the fiscal year. The nature of these items is projects that are only partially complete, grants that have not been spent in their entirety and unspent drug seizure money. Incomplete items from fiscal year 2020 are as follows:

General Fund:

\$ 589 East Village Subdivision – driveway extension fees

26,172 Water & Sewer Connection Fee Assistance – program approved by Council to assist low income families with utility connection fees

15,850 Down payment Assistance – program approved by Council to assist low income families with

house purchase

818 Youth Programs (Donations)

32,944 State Equitable Sharing – Money received from seizures – restricted to law enforcement expenditures.

11,844 Explorer Program (Donations)

995 Tree donation to be used in planting

201 JAG Grants not complete

\$ 89,413 Total General Fund

Downtown Monroe Fund:

\$ 33,230 Façade Grants
411,774 Downtown Incentive
Program

\$ 445,004

Police Department Forfeiture Fund:

\$ 258,555 U S Justice - Federal Equitable Sharing– Money received
from seizures – restricted to law enforcement expenditures.

107,811 U S Treasury – Federal Equitable Sharing– Money received
from seizures – restricted to law enforcement expenditures.

\$ 366,366

Committee Member McGee asked what the police funds could be spent on. Finance Director Strickland expressed that the forfeiture funds were limited to qualified expenses from US Justice and Treasury and had to be reported annually.

Staff requests General Services Committee recommendation of approval of the proposed budget amendment for appropriation of unspent items for Fiscal Year 2022.

Committee Member McGee moved to forward the recommendation for approval to Council for the proposed Budget Amendment to appropriate unspent items for Fiscal Year 2022.

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

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

NAYS: None

Item 7. Land Lease Agreement – Charlotte-Monroe Hangar 1 LLC.

Airport Manager Peter Cevallos presented that staff has been approached by the attorney representing Charlotte-Monroe Hangar 1 LLC, requesting any available land to construct large corporate jet aircraft so that his client can base his corporate jet at the Airport. The client intends to relocate his Bell helicopter and purchase Citation Jet III to house in the hangar once complete.

Staff identified a site at the Corporate Hangar Area of the Airport that can accommodate the construction of a 15,000 sq. ft. aircraft storage hangar. Staff determined a parcel of 200 feet by 100 feet size, or 30,000 square feet, to adequately place the proposed 15,000 sq. ft. hangar (this property size would allow a 25-foot

buffer around the entire building). Based on the total cost that has been invested and the size of the property, staff has calculated required payback rate of approximately \$0.42 per square foot, per year, an annual lease rate of \$12,600, with a lease term thirty years, with two renewals of five (5) years. The client has agreed to the lease rate and terms, and is interested in signing the lease.

The Airport Commission and staff is requesting General Service Committee recommend to City Council to approve:

- The land lease with Charlotte Monroe Hangar 1, LLC for the construction of an aircraft storage hangar on the Corporate Hangar Area; and,
- Authorize the City Manager to sign the lease agreement.

Mayor Pro Tem Holloway moved to forward the recommendation for approval of a land lease with Charlotte Monroe Hangar 1, LLC for the construction of an aircraft storage hangar in the Corporate Hangar Area and authorize the City Manager to execute the lease agreement.

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

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

NAYS: None

Other Items:

Creft Park Request:

Interim City Manager Brian Borne presented that the City has received a request from the Reverend Billy Williams for the use of Creft Park for a "Stop the Violence" community event. The event as proposed would be open to the public and provide a cook-out (hotdogs, hamburgers, and fish fry) for the community. Local elected officials and ministers would be invited to speak. In addition it is requested that the rental fee for this facility be waived for this event. Rentals for outdoor events open to the public are only permitted for Belk Tonawanda Park per the adopted Parks and Recreation Fee Schedule:

Neighborhood Associations or a neighborhood HOA will be allowed to utilize their Neighborhood Community Center or Park for two (2) neighborhood family-oriented events per years at no charge.

Rentals for outdoor events open to the public are only permitted for Belk Tonawanda Park and applicant must be an approved non-profit organization.

In addition this event does not meet the approved requirements for the waiving of the rental fee for this event. Council approval is required for staff to be able to grant this request.

The General Service Committee is requested to consider this request and make a recommendation to Council.

City Attorney Shah-Khan expressed that one concern he has from a legal standpoint is that if you open this up to other parks not already permitted, then you no longer have the authority to deny access. If you allow one organization to use this then you could see requests from other organizations as well to use these parks in the same way. He wanted to make sure the Committee was aware of the possibilities.

Chairman Keziah stated that he would say to allow this one, but not others unless they were in line with certain criteria. City Attorney Shah-Khan stated that those organizations would be able to go to court if they were denied saying it was a violation of their first amendment rights, since other organizations were allowed to use the parks. He stated that the City's chances of winning that legal case were not good.

Mayor Pro Tem Holloway asked why they couldn't just use Belk Tonawanda Park as it was close to Creft Park and was a permitted park for this event. Committee Member McGee stated that it was meant to be close to the community of Creft Park.

City Attorney Shah-Khan stated that he wanted to make sure the Committee is aware of the risks if this request is permitted. This will open up any other organization the right to be allowed the same permission.

The city attorney stated that he was giving the most extreme example he could think of, which would be if the "Klan" wanted to come have a rally and requested to use Creft Park, the City wouldn't have much of a chance to win a legal case if they denied them use of the park, as it was offered to another organization.

Committee Member McGee stated that right now if they wanted to march up the street, they could. Attorney Shah-Khan stated that yes they could, but that's not city property.

Interim City Manager Brian Borne stated that it was a Council decision and staff would move forward however they decided.

Committee Member McGee moved to forward the recommendation for approval of Reverend Billy Williams's request for a Creft Park rental fee waiver for "Stop the Violence" community event.

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

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

NAYS: None

There being no further business the meeting adjourned at 4:26 p.m.

Committee Chairman, Lynn Keziah



STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Interim City Manager

DATE: October 21, 2021

FROM: Brian J. Borne, Interim City Manager

PREPARED BY: Brian J. Borne, Interim City Manager

SUBJECT: UCPS, Lease City Property to Board of Education

SUMMARY STATEMENT

General Services Committee is requested to consider renewing its lease with the Union County Board of Education.

REVIEW

The City of Monroe entered into a lease agreement with the Union County Board of Education to lease the property located near Quarry Road, 201 Venus Drive, as shown and depicted in the attached Exhibit A and being a portion of tax parcel Number 09-153-036 containing 1.26 acres more or less for a period of five (5) years beginning January 1, 2022. The lease, expires December 31, 2021 and a renewal was requested by David Burnett, Director of Facilities, Union County Public Schools (UCPS). The attached draft lease provides for a five (5) year term beginning January 1, 2022 with one (1) five (5) year renewal option under same terms and conditions as the previous lease. Pursuant to the terms of the lease, either party may terminate the lease at any time upon ninety (90) days written notice to the other party.

RECOMMENDATION

Staff requests the General Services Committee recommend to City Council adoption of the resolution, R-2021-77 to lease the property located near Quarry Road, 201 Venus Drive, as shown and depicted in the attached Exhibit A, being a portion of tax parcel Number 09-153-036, to the

Union County Board of Education and granting authority to the Interim City Manager to execute any necessary documents.

Attachment(s):
Lease Agreement
R-2021-77
Public Notice
Exhibit A: Map

**STATE OF NORTH CAROLINA
UNION COUNTY**

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2022, by and between the City of Monroe, a North Carolina Municipal Corporation, party of the first part, hereinafter called Lessor, and Union County Board of Education, 400 N Church Street, Monroe, North Carolina, 28112, party of the second part, hereinafter called Lessee; all of Union County, North Carolina;

WITNESSETH:

That, in consideration of the rental hereinafter set out and the obligation of Lessee to operate school bus parking, maintenance, and other vehicular use 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 certain land and buildings lying and being in the City of Monroe, Union County, North Carolina, and more particularly described as follows: real property located near Quarry Road as shown and depicted in the attached Exhibit A and being a portion of tax parcel Number 09-153-036 (201 Venus Street) containing 1.26 acres more or less.

USE OF PREMISES

Lessee covenants that it will use the property for the operation of school bus parking, maintenance, and other vehicular use 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 school bus parking, maintenance, and other vehicular use on the leased premises.

TERM

The term of this lease shall be for five years, commencing on January 1, 2022 and ending on December 31, 2027.

OPTION TO RENEW

Provided the Lessee is not in default, the Lessee shall have the option to renew this lease for one option of five (5) years. The Lessee's option to renew shall be exercised by written notice to Lessor at least six months prior to the expiration of the original term hereof.

RENTAL

The Lessee shall pay to the Lessor as rental the sum of one dollar (\$1.00) per year payable in advance at the beginning of each lease year. In addition, the Lessee agrees to provide the Lessor with a copy of each independent market rent appraisal when prepared, and the appraised fair market rental shall establish the amount of in-kind contribution of the Lessor to the Lessee.

UTILITIES

All cost associated with the use of the leased property by the Lessee shall be paid by the Lessee including but not limited to electricity, water, sewer, gas, solid waste, etc.

MAINTENANCE AND REPAIRS

The Lessee shall keep the 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 such repairs are agreed to be made by the Lessor. 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.

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, loss by fire or other hazard and depreciation from normal and reasonable usage excepted.

IMPROVEMENTS BY LESSEE

It is understood and agreed that the Lessee shall not make any improvements to the demised premises 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.

ENVIRONMENTAL

During the term of this Lease, the Lessee shall comply with all applicable federal, state, and local environmental laws including but not limited to the use, storage, and release of hazardous material and petroleum products. Lessee agrees to pay for all costs associated with, defend, indemnify and hold harmless Lessor from, claims, damages, expenses, encumbrances, fees, fines, penalties, clean-up, or other costs associated with violation of any environmental law due to the Lessee's use and possession of the leased property.

INSURANCE

The Lessor agrees to maintain fire, extended coverage, vandalism and malicious mischief insurance on the building 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 demised premises.

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.

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."

HOLD HARMLESS AGREEMENT

Lessee shall indemnify and save harmless Lessor from and against any and all loss, claims, judgment cost including attorney's fees, damages, expense 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, and the Lessee, at its own expense, will carry bodily injury insurance in an amount of not less than \$1,000,000 combined single limit, naming the Lessor as an additional insured on the policy, in an insurance company acceptable to the Lessor which is authorized to do business in the State of North Carolina, and will furnish certificates of such insurance to the Lessor with the provisions that Lessor will be given thirty days written notice of any intent to terminate or modify such insurance by either Lessee or the insuring company.

WAIVER OF SUBROGATION

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.

Commented [AB1]: This has already been stated in the Insurance section above.

RIGHT OF INSPECTION

The Lessor reserves the right to enter the Leased Premises and inspect them, or to repair and maintain them, upon reasonable notice.

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 neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty days after written notice from Lessor calling attention to such default, Lessor may declare this lease terminated and canceled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered mail to Lessee addressed to it at 400 N Church Street, Monroe, North Carolina, 28112.

It is expressly agreed that if Lessee shall cease to use the property for the operation of school bus parking, maintenance, and other vehicular use 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.

TERMINATION

Either party shall have the right to terminate this Lease Agreement without cause upon ninety (90) days written notice to the other party.

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: _____
Brian J. Borne, Interim City Manager

Attest:

Bridgette Robinson, City Clerk

UNION COUNTY BOARD OF EDUCATION.

BY: _____
Dr. Andrew Houlihan, Superintendent

Attest:

**RESOLUTION APPROVING LEASE OF CITY PROPERTY
LOCATED NEAR QUARRY ROAD (TAX PARCEL # 09-153-036) TO
UNION COUNTY BOARD OF EDUCATION
AND GRANTING AUTHORIZATION TO INTERIM CITY MANAGER
TO EXECUTE DOCUMENTS
R-2021-77**

WHEREAS, the City of Monroe owns the real property located near Quarry Road identified as tax parcel Number 09-153-036 containing 1.26 acres more or less , Union County, Monroe, North Carolina that the City finds is currently surplus to the City's needs; and

WHEREAS, the City intends to enter into a lease agreement with the Union County Board of Education to lease a portion of the property beginning January 1, 2022 for a period of five years, to expire on December 31, 2027, with one five year renewal option; and

WHEREAS, in consideration of said lease the Union County Board of Education desires to lease the property for a five year period under terms and conditions as specified in the lease; and

WHEREAS, North Carolina General Statute § 160A-272 authorizes the City to enter into leases of up to ten years upon resolution of the City Council adopted at a regular meeting after 30 days public notice; and

WHEREAS, the required notice has been published and the City Council is convened in a Regular Meeting.

NOW, THEREFORE, BE IT RESOLVED, the Monroe City Council hereby approves lease of the City property described above to the Union County Board of Education for a period of five years beginning January 1, 2022 under terms and conditions as specified in the lease and authorizes the Interim City Manager to execute any and all necessary documents.

This Resolution is effective on the date of its adoption.

Adopted this 9th day of November, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

CITY OF MONROE
PUBLIC NOTICE
LEASE OF CITY PROPERTY

Pursuant to N.C.G.S. 160A-272, notice is hereby given that the City Council of the City of Monroe, North Carolina intends to enter into a lease of City property located near Quarry Road, identified as a portion of Tax Parcel Number 09-153-036, Monroe, North Carolina to the Union County Board of Education for a term of five (5) years with one (1) five year renewal option. In consideration for such lease, the Union County Board of Education shall pay to the City the sum of \$1.00 per year.

All persons interested in this lease are invited to attend the meeting of the Monroe City Council to be held in the Council Chambers located at City Hall, 300 West Crowell Street, Monroe, NC at 6:00 p.m. on Tuesday, November 9, 2021. The public hearings may be held in the Council Chambers located at City Hall, 300 West Crowell Street in Monroe, North Carolina or may be held remotely, with members of the public able to access the remote meeting at the City's YouTube channel, at <https://www.youtube.com/channel/UCzrGKOKR72fmCEn7D0f9mlg>. Prior to the November 9, 2021 Meeting of the City Council, notice will be posted on the City's webpage advising if the Meeting will be held in the Council Chambers or remotely. At that time the Council intends to authorize the lease of the property described above.

Copies of any proposed documents are available for public inspection in the Office of the City Clerk.

The Mayor reserves the right to adjourn the meeting to a place and time to be announced at said meeting.

There is the possibility of substantial changes being made to the advertised proposal, reflecting objections, debate and discussion at the meeting.

Any person may request an accommodation for a disabling condition in order to attend the meeting. This request should be made to the City Clerk at 282-4502.

By Order of the City Council

Bridgette Robinson, City Clerk

Run Dates: **Friday,** _____
 Friday, _____

Fax to Enquirer Journal at 289-2929
Please confirm receipt to Bridgette Robinson at 282-4502

10100502





STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Interim City Manager

DATE: October 21, 2021

FROM: Brian J. Borne, Interim City Manager

PREPARED BY: Brian J. Borne, Interim City Manager

SUBJECT: Monroe High School Golf Team, Fee Waiver Request

SUMMARY STATEMENT

To consider waiving Monroe High School Golf Team fee as set in the City of Monroe Fees Schedule.

REVIEW

At the request of Councilmembers Franco McGee and Angelia James the General Services Committee is requested to consider waiving the fee of \$350.00 as set in the City of Monroe Fees Schedule for the Monroe High School Golf Team. City Staff nor management have the authority to waive fees since the City of Monroe Fees Schedule was approved by City Council.

RECOMMENDATION

Staff requests the General Services Committee provide guidance.



STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Interim City Manager

DATE: October 21, 2021

FROM: Pete Hovanec, Communications and Tourism Director

SUBJECT: Science Center Fee Schedule

SUMMARY STATEMENT

Science Center Staff has developed a fee schedule for the Monroe Science Center Honoring Dr. Christine Mann Darden

REVIEW

The fee schedule outlines costs associated with the rental and daily use of the Monroe Science Center. The fee schedule represents costs associated with daily individual rentals as well as additional costs associated with private rentals that are more complex. The Science Center is understandably an attractive draw and as more restrictions are lifted, more individuals and businesses are expressing rental interest.

RECOMMENDATION

Approve the attached internal fee schedule.

Attachment(s): Ordinance O-2021-57

**ORDINANCE TO AMEND CITY OF MONROE
FEE SCHEDULE FY2021-2022
O-2021-57**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT THE CITY OF MONROE FEE SCHEDULE FY2021-2022 IS HEREBY AMENDED TO ADD FOLLOWING:

CHAPTER V. DOWNTOWN MONROE

ARTICLE B. MONROE SCIENCE CENTER

Monroe Science Center-Honoring Dr. Christine Mann Darden Fee Schedule

Hours of Operations:

Monday-Closed

Tuesday-Saturday 9am-5pm

Sunday 12-5pm

Annual Closed Days: New Year's Day, Easter Sunday, 4th of July, Thanksgiving Day, December 24-26, New Year's Eve

General Admission*	Everyone 2 and older	\$10 plus tax
School Group	NC certified school, must have 1:10 ratio of child to student, 1 free child with purchase of 10 students, must have 15 students.	\$5 plus tax
General Group	15 or more, age 2 and up	\$7 plus tax

*10% discount for city employees, military, and seniors

Effective December 1, 2021

Basic Party Package \$200	Premium Party Package \$275
# of children/adults (waiting on capacity)	# of children/adults (waiting on capacity)
Party room available for 1 hour	Party room available for 1.5 hours
Admission for all party guests	Admission for all party guests
Basic birthday decorations which includes table covers, table decorations, napkins	Themed party decorations which includes table covers, table decorations and napkins
Family games in party room	Family Games in party room

Dedicated staff to set up and clean up	Dedicated staff to set up and clean up
	Party t-shirt for birthday child

Add ons	
Goody bags (each)	\$5
Chilled bottled water for guests (packs of 15)	\$5

Party times: Saturday-10am, 12:30pm, 3pm
Sunday-12:30, 3pm

-All rental fees and expenses are determined by the date scheduled, day of the week, time of day, the exact nature of the event, the anticipated attendance, and the requirements of the tenant or lessee.
-The prices below are basic fees and rates which may be adjusted as event details warrant. The Monroe Science Center reserves the right to adjust its rental policies and fees depending on the requirements and needs of the event. All dates are secured with a deposit.
-Management reserves the right to refuse a rental request if the event is not appropriate to the mission of the science center, or if the event conflicts with any other event planned by the theatre.

Science Center Rental After Hours	Full Center	Exhibit Hall Only	Conference Room
Corporate / Private	2.5 hours: \$1000 4 hours: \$1600	2.5 hours: \$250 4 hours: \$450	2.5 hours: \$150 4 hours: \$250
Monroe Resident*	2.5 hours: \$800 4 hours: \$1400	2.5 hours: \$200 4 hours: \$400	2.5 hours: \$125 4 hours: \$225
UC Nonprofit	2.5 hours: \$500 4 hours: \$1200	2.5 hours: \$150 4 hours: \$350	2.5 hours: \$100 4 hours: \$200

*A Monroe resident is defined as any individual or business owner residing within the city limits of Monroe

The Science center rental includes either full center or the traveling exhibit hall only. The use of the exhibit hall will have no access to exhibits but will have access to the restrooms. Use of the catering kitchen is included with both. The catering kitchen has a commercial refrigerator, freezer and food warmer where food may be prepared and served. Cooking on site is not allowed. Renters should arrange for any table linens, skirts, or soft goods of any kind. Caterers must provide all kitchen and dining utensils, plates, and dishes.

2-3 staff will be onsite during an after-hours event depending on the number of people.

Additional Expenses	
Additional Staff	\$15 per hour

Special Programming depending on event	\$25-100
Damage Deposit (based on scope of event and areas rented)	\$400-600
Security (provided by the City of Monroe)	\$30 - \$35 per hour per person
Holiday Surcharge	\$200
Cleaning (based on number of attendees)	\$100 (1-100 persons) \$200 (101-200 persons) \$300 (201 persons and up)

Effective December 1, 2021

This Ordinance shall be effective December 1, 2021.

Adopted this 9th day of November, 2021.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Interim City Manager

DATE: October 21, 2021

FROM: Brian J. Borne, Interim City Manager

PREPARED BY: Matthew Black, Downtown Director

SUBJECT: Economic Development Proposal, 218 E. Franklin

SUMMARY STATEMENT

To consider a development proposal for 218 E. Franklin from Lawrence & Associates.

REVIEW

At the request of Clint Lawrence, Lawrence & Associates the General Services Committee is requested to consider a development proposal for the rehabilitation and re-use of the current Police Department facility located at 218 E. Franklin to be vacated upon the completion (approximately 18 months) of the new Police Headquarters facility currently under construction. The property at 218 E. Franklin has been designated for economic development, which allows for a negotiated sale in accordance with NC General Statutes 158.7. Lawrence & Associates is located in Downtown Monroe and currently employs twenty-three individuals. Future expansion plans include the hiring of additional employees, up fit and building rehabilitation, and a partnership with the City to allow Fire Administration to continue to operate in a portion of the existing building.

RECOMMENDATION

Staff requests the guidance and discussion of how General Services Committee would like to proceed in the development proposal submitted for 218 E. Franklin from Lawrence & Associates.

Attachment(s):
Lawrence & Associates Development Proposal



106 W. Jefferson Street
Monroe, NC 28112
704-289-1013



Lawrence Associates, PA
Development Proposal for
218 East Franklin Street
Monroe, NC 28112

October 8, 2021

Contact Person:
Clint Lawrence, PE, PLS
106 West Jefferson Street
Monroe, NC 28112
Phone 704-289-1013
Email: clint@lawrencesurveying.com

October 8, 2021

Brian Borne, Interim City Manager
City of Monroe
300 W. Crowell Street
Monroe, NC 28112

Dear Mr. Borne:

We write you regarding the property located at 218 East Franklin Street, Monroe, North Carolina, Parcel # 09232007. Our business, Lawrence Associates, P.A., is interested in the purchase of the property. This purchase would be a long-term investment and growth opportunity for our business while allowing us to maintain our historic presence in downtown Monroe.

Founded in 1971 by Donnie Lawrence, Lawrence Associates, P.A. began providing professional land surveying services and over the past 50 years we have continued to provide our clients with the highest levels of professionalism, skill, integrity, and promptness. These key business values have resulted in the long-term relationships with our clients not only in Union County, but with customers throughout North Carolina, South Carolina, and Virginia. In 2004 we began providing civil engineering services in addition to land surveying in the state of North Carolina. Currently, Lawrence Associates, P.A. is owned by the late Donnie Lawrence's three sons; Clint, Drew and Will, who continue to operate the family business with the foregoing principals in mind. We provide services to our customers on a wide range of projects for local governments, state agencies, institutional, commercial, and residential developments. Some of our notable clients include the City of Monroe, ATI, Electricities, Union County, Town of Wingate, Town of Waxhaw, Town of Indian Trail, City of Charlotte, Charlotte Water, Dellinger Inc., State Utility Contractors, Pike Engineering, among many more.

Although we initially started as a small firm, our business has grown over the years to currently employ twenty-three individuals. These positions are comprised of field crews, surveyors, engineers, office staff, and reflect the diverse nature of Monroe. Our business is continuing to grow leaving us in need of additional space to accommodate not only our current work force, but for the hiring of additional employees to better serve our clients' needs. Fortunately, it has come to our attention that the above-referenced property may be available for purchase.

Considering the current structure at the above location is in need of updates and a retrofit in order to meet the needs of our expanding business, if selected as the future owner, Lawrence Associates, P.A. will strive to use all local design and construction firms to provide the services necessary to renovate the subject property. Currently located on West Jefferson Street, we are enthusiastic about the opportunity to keep our business in downtown Monroe in a building that can accommodate our growth. It is our hope that our business will play an important role in the future growth of the City of Monroe. We believe that our

investment will have a positive impact on the surrounding properties, by bringing more employees to the downtown area of Monroe for eating, shopping, spending their time and money in our local community.

We would like to extend an offer to purchase for this property at a price of \$720,000. In addition to this purchase price, we would offer a five-year lease, at no cost, to the City of Monroe Fire Department allowing them to maintain their administrative offices within the approximately 4,000 square feet that they currently occupy. Based upon the current market rental rate of \$12/SF, the City would be getting a value of approximately \$250,000 in free rent. In addition to the free rent, Lawrence Associates, P.A. will also pay the property taxes and property insurance on approximately 4,000 square feet which we will not be using during the time of the Fire Department's five-year tenancy.

Our offer to purchase also includes the generator currently on site which has a present value, assuming a 10-year life span prior to replacement, of approximately \$56,000. We would allow the City to either allow for the generator to remain on site or the City can remove the generator to be used at other City owned facilities as needed. Lastly, we anticipate that we will need to invest approximately \$255,000 for updating and retrofit costs both on the interior and exterior of the building to serve the functions of our business.

Based upon the foregoing numbers, the true value for the investment is \$1,281,000 which exceeds the appraised value of \$1,259,000. It is our hope that the City of Monroe will accept this offer to purchase and if the City agrees, we can begin retaining the services of an attorney to draft up any and all necessary paperwork to consummate the deal. In the meantime, if you have any questions regarding Lawrence Associates, P.A. or the offer to purchase, we ask that you contact the undersigned.

Thank you for your time and consideration.

Sincerely,



Lawrence Associates, PA
Clint Lawrence, PE, PLS

Lawrence Associates Three Year Strategic Growth Action Plan

Our strategic three-year growth plan includes the expansion of the following:

Surveying Division Recent Growth:

Within the past six months we have hired two new survey CAD technicians and one field rodmen (Crew Chief Assistant). (3 full time positions)

Surveying Division Future Growth:

Hire an additional Rodman (1 full time employee)

Hire a GIS Analyst (1 full or possibly part time employee)

Create a Subsurface Utility Engineering Group – description below (2 full time employees)

Civil Engineering Division Future Growth:

We have recently hired a part time Professional Engineer within the past six months.

Hire a minimum of 1-2 new full-time employees.

Subsurface Utility: We are currently completing due diligence on starting a Subsurface Utility Engineering (SUE) division. This is a service that we currently provide by utilizing sub consultants and would like the ability to self-perform for better scheduling availability as well as better end user product due to better internal coordination.

GIS: We are in the process of hiring a full or part time Geographic Information System (GIS) analysis. We anticipate this employee will be on board within the month.

Total Recent Hires = 3.5-4 Full Time Employees

Desired Additional Hires = 6 Full Time Employees



Francis Donald Lawrence, PLS
Founder March 20, 1944- January 17, 2021

Professional Qualifications

Donnie was a professional land surveyor and founder of Lawrence Associates. For over fifty years of professional experience, he was responsible for the quality control and quality assurance for all work performed by Lawrence Associates. Donnie provided services on a wide range of surveying projects for local governmental entities, state agencies, institutional, industrial, municipal, commercial, and residential projects.

Education:

B.S. Civil Engineering,
NC State University

Professional

Registrations:

Professional Land
Surveyor: NC L-1204
Virginia 0403001300



Andrew Lawrence, PLS
Principal

Professional Qualifications

Drew is a licensed professional land surveyor in NC and SC and has over twenty-two years of experience. He is a principal owner of Lawrence Associates and leads personnel in charge of all aspects of land surveying and construction staking for both public and private sectors. This includes coordination with local and state governmental agencies, including; the City of Monroe Engineering, Planning, Energy Services, Parks and Recreation, and Water Resources Departments, Union County Public Works, Charlotte Water, Union County. Drew has also worked closely with a wide variety of municipalities, construction companies and developers.

Education:

B.A. Economics,
University of NC at
Charlotte

Associated Degree in
Applied Science
Surveying Technology,
Central Piedmont
Community College

Professional

Registrations:

Professional Land
Surveyor: NC L-4495

SC L-23828



Clinton D. Lawrence, PE, PLS

Principal

Professional Qualifications

Clint is a licensed professional land surveyor and professional engineer in NC and has over twenty years of experience in surveying and engineering. He is a principal owner at Lawrence Associates and leads personnel in charge of all aspects of land surveying engineering. Clint has extensive experience providing services of a wide range of surveying and engineering projects for local government entities as well as institutional, industrial, municipal, commercial, and residential projects.

Education:

B.S. Civil Engineering,
University of NC at
Charlotte

Professional

Registrations:

Professional Engineer:
NC 029985

Professional Land
Surveyor: NC L-5056

Certified Professional in
Erosion and Sediment
Control



William M. Lawrence, PE, PLS

Principal

Professional Qualifications

William is a licensed professional land surveyor and professional engineer in NC and has over ten years of experience in surveying. He is a principal owner at Lawrence Associates and leads personnel in charge of all aspects of land surveying from roadway, bridge, site layout, and building construction layout to topographic and utility surveys and floodway mapping. William has extensive experience providing services of a wide range of surveying projects for local government entities as well as institutional, industrial, municipal, commercial, and residential projects.

Education:

B.S. Civil Engineering,
University of NC at
Charlotte

M.S. Civil Engineering,
University of NC at
Charlotte

Professional

Registrations:

Professional Land
Surveyor: NC L-5393

Professional Engineer:
NC 037435



STAFF REPORT

TO: General Service Committee

VIA: Brian Borne, Interim City Manager

DATE: October 21, 2021

FROM: Lisa Stiwinter, Director of Planning and Development

SUBJECT: Pilot Program for Food Trucks in Central Business District (CBD)

SUMMARY STATEMENT

The General Service Committee is requested to provide discussion on the Food Truck Pilot Program that has allowed food trucks to locate on private property, City-owned parking lots and within public right-of-ways in the Central Business District (CBD).

REVIEW

In July 2021, City Council voted to adopt a Food Truck Pilot Program. The purpose of the Pilot Program was to establish standards to allow food trucks on private property, City-Owned parking lots and public right-of-ways in the Central Business District (CBD) of downtown Monroe for a ninety (90) day period. The intent of a Pilot Program was to provide the City an opportunity to evaluate the pros and cons of the program and receive feedback from the public.

Over the past ninety (90) days, the City has received approximately 15 food truck applications from three different applicants. The majority of the food truck applications were requests to locate on private property with a few requests to locate in the public right-of-way. To date, the Planning and Development Department has not received any complaints and concerns regarding the food trucks operating in downtown Monroe.

The Planning and Development Department reached out to Home Brew, Southern Range and Courthouse Self-Pour (the three food truck applicants) to receive their feedback regarding the Pilot Program. Listed below is the feedback that has been received:

Private Property Feedback:

- No pros for the Pilot Program-Food truck rules should not be the same for private property and public property.
- Requiring a permit for every food truck on private property is unsupportive of downtown business and overall growth of a City.
- Understands the rules for food trucks on public property.
- Food trucks not always planned. At times, property owner receives a call from food trucks requesting to locate on property due to a cancellation. Property owner has had to turn down the food truck because they did not get approval through the City.
- Food trucks have to cancel at last minute sometimes and the property owner has already spent time and money on the permit.
- Why can't food trucks operate on Tuesday or Wednesday in downtown Monroe?
- Drastic improvement from prior policy.
- Pilot Program negatively affected private property owner's ability to locate food trucks on property.
- Believe that private property should be exempt from the permit process.

Public Property Feedback:

- No comments received

Suggestions for the General Service Committee to consider regarding the Food Truck Pilot Program:

1. Food Trucks are currently only allowed Thursday to Monday. Revise the days to include Tuesday and Wednesday.
2. Revise the permit process for private property to allow an annual permit or registration instead of individual food truck permits.

RECOMMENDATION

The General Service Committee is requested to consider and provide discussion on the Food Truck Pilot Program and feedback received from the public.

Attachment(s):

Attachment A: Food Truck Pilot Program

**RESOLUTION APPROVING FOOD TRUCKS PILOT PROGRAM
FOR CENTRAL BUSINESS DISTRICT (CBD)
IN DOWNTOWN MONROE FOR 90-DAY PERIOD
R-2021-56**

WHEREAS, City Council has observed the rapid growth in interest in the “Food Truck” Phenomenon; and

WHEREAS, 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; and

WHEREAS, Food trucks are currently prohibited in the Central Business District (CBD) of Downtown Monroe except during permitted special events; and

WHEREAS, members of the general public have requested this vibrant and rapidly growing food service be allowed in the Central Business District (CBD) in the City of Monroe; and

WHEREAS, the City has not yet had the opportunity to fully assess the benefits and burdens of this new business model; and

WHEREAS, the most effective manner to fully analyze the concept of allowing Food Trucks in the Central Business District is to allow food trucks into the Central Business District of Downtown Monroe on a temporary basis for a ninety (90) day period; and

WHEREAS, City Staff has developed a Pilot Program to establish standards to allow food trucks on private property, City-Owned parking lots and public right-of-way in the Central Business District (CBD) of downtown Monroe. The Food Truck Pilot Program shall be effective for ninety (90) days and comply with the program standards; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Monroe recommend adoption of the Resolution Approving Food Truck Pilot Program that shall become effective upon adoption:

A. **Food Trucks on Private Property.** Food trucks on private property are permitted on lots in the Central Business District (CBD) and are subject to the following:

1. Must obtain a temporary use permit, be located on private property and obtain written permission from the property owner.
2. To locate on a property in in the Central Business District (CBD), 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.

B. **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.

1. 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:
 - i. Permitted and has a valid certificate of occupancy.
 - ii. Is actively operating.
2. Food trucks shall not impede, endanger or interfere with pedestrian or vehicular traffic.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

C. **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).

1. 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.
2. No single food truck operator shall occupy more than one food truck at one given time in the Central Business District (CBD).
3. 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:
 - i. Permitted and has a valid certificate of occupancy.
 - ii. Is actively operating.
4. 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.

D. Standards for all Food Trucks.

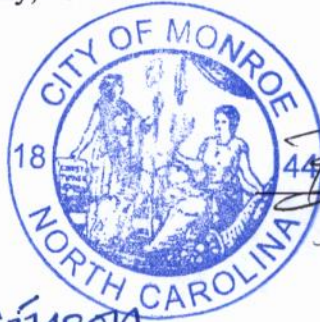
1. No single food truck operator shall occupy more than one food truck at one given time in the Central Business District (CBD).
2. Food trucks are limited to no more than four (4) food trucks in the Central Business District (CBD) at one given time to include the City-owned parking lots and within the public right-of-way.
3. Hours of operation are limited to the hours between 5 pm and 2 am from Thursday to Monday.
4. Temporary Use Permits for food trucks located in the Central Business District (CBD) shall be valid for a maximum of five (5) days (Thursday through Monday) a week. A food truck vendor shall not book a five (5) day period consecutively in order to provide customers with a variety of cuisine.
5. Allowed at special events and on active construction sites with an approved temporary use permit that are exempt from Section (D) (3) and (4).
6. Not allowed one hundred (100) feet from the main entrance of any restaurant or outdoor dining area.
7. All food trucks must be situated to allow at least five (5) feet of unobstructed space for pedestrians on sidewalks, pedestrian paths and other locations intended

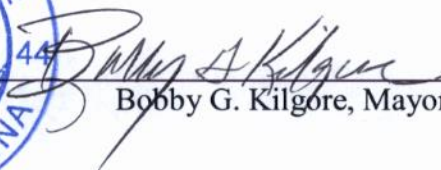
primarily for pedestrian travel. If any applicable law, including American with Disability Act regulations, shall require a greater distance, the greater distance shall apply.

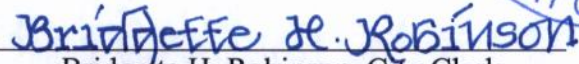
8. The food truck must be located at least five (5) feet from any utility box, utility vault, handicapped ramp, or emergency call box. Not allowed within fifteen (15) feet from any fire hydrant.
9. The minimum distance requirements are measured in a straight line from the closest point of the proposed 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.
10. 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. 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.
11. There shall be no audio amplifier or similar device to attract the attention of the public.
12. No food truck shall be parked in a location that prohibits or restricts access to a private property. A minimum of five (5) feet spacing is required from any driveway, measured from the driveway apron.
13. 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.
14. If Union County Environmental Health revokes the permit for the food truck, the City's temporary use permit shall be revoked as well.
15. 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.
16. 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.

Adopted this 13th day of July, 2021.

Attest:




Bobby G. Kilgore, Mayor


Bridgette H. Robinson, City Clerk