CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, November 18, 2021 - 4:00 PM

AGENDA

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1. General Services Committee Meeting Minutes of October 21, 2021

2. Economic Development - Acceptance of Grant Award from Golden Leaf Foundation

3. Monroe High School/UCPS Golf Course Fee Waiver Discussion

Other Items

CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING
City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
October 21, 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, Interim City Manager; Lisa Strickland, Finance Director; S. Mujeeb Shah-Khan, City Attorney; Ashley Ivey, Accounting Manager; Matt Black, Downtown Director; Lisa Stiwinter, Director of Planning & Development; Ron Fowler, Fire Chief; Lauren Fike, Science Center Supervisor

Visitor(s): Clint Lawrence & Drew Lawrence with Lawrence & Associates; Dave Burnett with Union County Public Schools

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on October 21, 2021. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from August 19, 2021.
Finance Director Lisa Strickland presented the minutes from the August 19, 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 August 19, 2021.

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

Item 2. UCPS, Lease of City Property to Board of Education.
Interim City Manager Brian Borne presented a request to consider renewing a lease with the Union County Board of Education.

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 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 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.

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.

Mayor Pro Tem Holloway asked if there were any changes to the lease. Interim City Manager Brian Borne stated that all parts of the lease were the same except for the option to renew that is now included.

Mayor Pro Tem Holloway moved to approve the recommendation to Council to approve the resolution and grant authority to the Interim City Manager to execute any necessary documents.

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

Item 3. Monroe High School/UCPS Golf Course Fee Waiver Discussion.
Interim City Manager Brian Borne presented a request to consider waiving the Monroe High School Golf Team fee as set in the City of Monroe Fees Schedule.

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.

Staff requests the General Services Committee provide guidance. Brian Borne noted that the current fee was paid by Chairman Keziah through the use of his Council discretionary funds. This is a request for something into the future for Monroe High School's golf team. He stated he'd let Committee Member McGee speak to the request.

Committee Member McGee stated that he knew we had been doing an in-kind with Monroe High School and they let the City use their field. They are starting a new golf program at Monroe High School and he thought it would be a good thing to waive the fee and help them be able to participate and the City be a part of that process. Chairman Keziah stated that he had already agreed this year to pay that fee with his Council discretionary funds. He also stated he didn't have a problem with doing that next year and the next, he would just hate to see us waive the fee and lose the revenue. Committee Member McGee asked if there was something the City does for Union Academy. Brian Borne stated that the ball field where CATA plays, the City maintains the field and there is a reciprocal agreement for this. He didn't have the agreement, but he was speaking from memory. Committee Member McGee stated that he just believed we had other agreements with schools so he didn't see the issue with this. Committee Member Anderson asked if we had done this for other golf teams. He felt it needed to be consistent across the board. Committee Member Anderson stated that he felt if someone wanted to use their discretionary funds for this that was fine, but he didn't see how we could waive the fee for Monroe and not waive it for CATA or Union Academy, etc. Committee Member McGee stated that he understood that, but he wasn't aware of any other thing the City had done for Monroe like it had for other schools. He felt like waiving this fee for Monroe High School would allow their golf program to be more inclusive for all.

The Committee discussed what the City had done for other schools in the past. Staff will compile information on what the City has done for other schools and Monroe High School and table this item to the next General Services Committee meeting in November.

Item 4. Adopt Fee Schedule for Monroe Science Center.
Science Center Supervisor Lauren Fike presented information on the Monroe Science Center fee schedule. Science Center staff developed a fee schedule for the Monroe Science Center Honoring Dr. Christine Mann Darden.

The fee schedule outlines costs associated with the rental and daily use of the Monroe Science Center. The fee schedule represents costs associated with the 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.

Staff recommends that the General Services Committee forward to full Council the recommendation for approval of the fee schedule.

Mayor Pro Tem Holloway moved to forward the recommendation for approval of the fee schedule to City Council.

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

Item 5. Economic Development Proposal for City Owned Property.
Interim City Manager Brian Borne presented a request to consider a development proposal for 218 E. Franklin from Lawrence & Associates.

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.

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.

Interim City Manager Brian Borne discussed with the Committee a lot of the space needs of the City and how this could assist with some of that. Clint Lawrence with Lawrence & Associates came forward and discussed their interest in the property and how it would allow them to expand and grow and remain in the downtown area.

The Committee advised staff to work on a purchase and sale agreement to go to the November 9th City Council meeting. A public hearing notice is to be done ten days prior to that meeting as well as allowing time for due diligence period after Council approval. Mayor Pro Tem Holloway asked the City Attorney if he should rescind himself from voting on this item as he had received a campaign donation from Lawrence & Associates. City Attorney Shah-Khan stated that there was no financial benefit due to the contribution from Lawrence & Associates, so it was okay for him to vote on this item.

Committee Member McGee moved to have staff prepare the purchase and sale agreement and forward to Council at their November 9th regular meeting allowing time for due diligence after Council approval.

Committee Member Anderson 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 6. Pilot Food Truck Program Discussion.
Director of Planning & Development Lisa Stiwinter asked the Committee 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).

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.

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

The Committee asked Lisa Stiwinter what she recommended. She stated that she didn't believe that the private property owners should have to follow the same rules as public property. She stated that food truck programs vary greatly from place to place.

The Committee advised Lisa Stiwinter and Matt Black to come up with recommendations and rules and bring to Council.

Committee Member McGee moved to have staff come up with the recommendations and rules and bring to City Council for approval.

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

Other Items:

Chairman Keziah brought up the item of parking in the downtown area. He asked if the Old Geoffrey Hotel lot could be used for a parking deck. Interim City Manager Brian Borne stated that the area at Hayne Street and Windsor would probably be better suited. The Committee agreed to have staff start the footwork and see what they can come up with to fund in the budget for a study on parking. Staff notified the Committee that the last pricing they had heard it would cost $30,000 per parking space in a parking deck. Chairman Keziah and the other committee members acknowledged that the need for this was great in downtown and they would like to see it started.

Committee Member McGee made a motion to have staff start the process now for a budget amendment to do a parking study.

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

There being no further business the meeting adjourned at 4:47 p.m.

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Committee Chairman, Lynn Keziah

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: Brian Borne, Interim City Manager

DATE: November 18, 2021

FROM: R. Christopher Platé, Executive Director of Economic Development

PREPARED BY: Ron Mahle, Assistant Director of Economic Development

SUBJECT: Acceptance of Golden Leaf Foundation Grant Award, Approval of a Developer Agreement and Approval of Budget Ordinance for Water Improvements

SUMMARY STATEMENT

General Services Committee is requested to accept Golden Leaf Foundation award of $554,070 to the City of Monroe to reimburse costs to improve public water infrastructure necessary to support Project Millwork, and approve placing this award and agreement on City Council's December 14, 2021 Consent Agenda. General Services Committee is also requested to approve a Budget Ordinance to establish a project to relocate the water line for project Millwork.

REVIEW

Windsor Window Company, otherwise known as Project Millwork, is considering Monroe for a $50 Million expansion of its manufacturing operation. This expansion includes the purchase of 82.26 acres of land that is located in the City-owned Expressway Commerce Park @ Monroe where the company will build a new 570,000 square-foot manufacturing plant.

Monroe City Council, at its September 28, 2021 meeting, awarded a Level IV-MAGNET 100 Economic Development Grant to Windsor Window Company in support of this potential expansion. At this same meeting, Monroe City Council Approved the sale of 82.26 acres of City-owned land to DAME Brothers, LLC (developer for Windsor Window Company).

In order to accommodate the new 570,000 square-foot plant, an existing 18-inch water main that runs diagonally across the parcel needs to be relocated so it does not impede the new building.

The estimated cost of the water main relocation is approximately $803,000. However, the current upward cost of construction materials, the total may be higher once bids are received.

As part of the overall incentive package in support of Project Millwork, Monroe Union County Economic Development successfully applied for assistance from the Golden Leaf Foundation Economic Catalyst Program. On October 7, 2021, MUCED received notice that the Golden Leaf Foundation awarded $554,070 in support of the relocation of the water main.

The City of Monroe will be entering into a Developers Agreement with DAME Brothers LLC (the developer for Windsor Window Company) that will obligate them to cover the full cost of the water line relocation above the $554,070 received from the Golden Leaf Foundation. (Please see attached Developers Agreement)

Staff is requesting approval of a Budget Ordinance to establish a project to relocate the water main as mentioned above. A project estimate of $850,000 is being proposed to cover both design and construction. Funding for this project will initially be provided by Water Resources, but will be reimbursed by the Golden Leaf Foundation Grant and the remaining balance by Dame Brothers LLC.

RECOMMENDATION

Staff requests the General Service Committee approve the attached Grantee Acknowledgement & Agreement (attached) from the Golden Leaf Foundation, the attached Developers Agreement with DAME Brothers LLC (developer for Windsor Window Company) and a Budget Ordinance to establish the waterline relocation project and allow all items be put onto the December 14, 2021, City Council Consent Agenda.

Attachment(s):
Budget Ordinance BO-2021-18
Golden Leaf Grant Award Acknowledgement & Agreement,
City of Monroe Developers Agreement w/DAME Brothers LLC

October 11, 2021

Mr. Robert Christopher Platé
Executive Director of Economic Development and Aviation
City of Monroe
chris@unionedc.com

Dear Mr. Platé:

I am pleased to inform you that the Board of Directors of the Golden LEAF Foundation has approved funding for "Project Millwork," in the amount of $554,070.00. We trust that this support will further your work to the benefit of North Carolinians.

We require that grantees become acquainted with Golden LEAF's policies governing grants by attending a grant management workshop. This workshop will be held on **Tuesday, October 19, 2021, at 10:00am and will last about two hours.** Due to COVID-19, the grant management workshop will be held via Zoom. We recommend those who will be directly responsible for the financial and programmatic reporting for this grant to attend. Typically, this is at least two people per organization. Please register for the workshop **by Friday, October 15** to Wanda Barnes (wbarnes@goldenleaf.org) with the **names, titles, and e-mail addresses** of attendees. By the end of day Monday, October 18, a Zoom link with additional instructions will be e-mailed to registered participants.

Attached is the Grantee Acknowledgement and Agreement for the project, which includes details regarding administration of the grant, including conditions that must be satisfied prior to release of funds, the payment process, and reporting requirements. Please read your agreement carefully and take note of any special conditions that apply to your award. You may return the signed document electronically with a scan of an original signature, or through the mail. Also, our controller, Beth Edmondson, will email a copy of the Grantee ACH Deposit Authorization form to you by secure email. Please complete the form and return it to Mrs. Edmondson's attention by replying to her secure email and attaching the completed form and supporting documents. Alternatively, you may fax the completed form to her at 252-442-7404 or mail it to her attention to Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804.

Please download and review the Golden LEAF Brand and Publicity Guide and reach out to our Communications and External Affairs Manager Jenny Tinklepaugh at jtinklepaugh@goldenleaf.org with any questions.

Please let me or Heather Sains (hsains@goldenleaf.org) know if you have any questions regarding your grant, its conditions, or reporting requirements. We stand ready to be of assistance to you at any time. Once again, on behalf of the Board, congratulations on receiving this funding.

Sincerely,

Scott T. Hamilton

Scott T. Hamilton
President, Chief Executive Officer

SH:tab

Enclosures: as stated

cc: Mr. Ron Mahle, Assistant Director, Economic Development
ron@unionedc.com

The Golden LEAF Foundation (“Golden LEAF”)

GRANTEE ACKNOWLEDGMENT AND AGREEMENT

1. Grantee: City of Monroe

2. Project File Number & Title: FY2022-012 / Project Millwork

3. Purpose of Grant: This award provides funding to the City of Monroe to relocate a waterline that crosses the publicly owned property that will be transferred to Windsor Window Company. Windsor Windows, a window manufacturing company with an existing manufacturing facility in Monroe, plans to expand its operations there. The expansion will add 185 new, full-time jobs to Windsor Windows’ existing 330 employees. The company will pay an average annual wage of $47,198 for the new jobs, which is $812 over the county average of $46,386, and make a capital investment of $74 million in a 500,000 square foot expansion. The relocation of the line will allow the development of the site and will provide water service to other publicly owned industrial sites in the area.

4. Amount of Grant: $554,070.00

5. Award Date: 10/7/2021 Start Date:__________________

6. Special Terms and Conditions Applicable to Grant:
   a) The term of the grant is 24 months, commencing on the Award Date unless the Grantee proposes a later Start Date that is accepted by Golden LEAF. Golden LEAF may extend the term of the Grant. All project-related expenses must be incurred during the term of the grant. The provisions of this Grantee Acknowledgment and Agreement that by their nature extend beyond the term of the grant will survive the end of the term of the grant.
   b) Golden LEAF funds are to be used for costs related to a publicly owned water line that will serve the site on which Windsor Windows, or its affiliates or subsidiaries (the “Company”) will locate and will have the capacity to serve, or be extended to serve, other sites.
   c) Release of funds is contingent on the Grantee providing evidence that the Company has agreed to allow the Grantee and Golden LEAF to verify the Company’s job creation and retention figures, wages, and benefits by reviewing NCUI-101 forms and/or through other means satisfactory to Golden LEAF.
   d) Release of funds is contingent on the Grantee providing evidence of an inducement agreement, performance agreement, or similar agreement demonstrating that the Company is obligated to create at least 166 new jobs with average annual wages of no less than $42,478 plus benefits including at least 50% of the cost of employee-only health insurance. The new jobs must be created by December 31, 2027 and must be located at the Company’s facility in Monroe, NC. The agreement must include appropriate consequences should the Company fail to satisfy its obligations. The President of Golden LEAF may approve minor variations from these requirements.

7. Standard conditions on the release of grant funds:
   a) Release of grant funds is contingent on Grantee attending a Golden LEAF grant management workshop or participating in satisfactory discussions with Golden LEAF staff to gain training in the management of Golden LEAF grants and reporting requirements.
   b) Release of funds is contingent on Grantee returning a fully executed original of this Grantee Acknowledgment and Agreement no later than forty-five (45) days after the Award Date, unless Golden LEAF agrees to extend the deadline for its submission.
   c) Release of funds is contingent on Grantee submitting a project management plan (“PMP”) that Golden LEAF has approved. The PMP must be submitted for approval within forty-five (45) days of the Award Date, unless Golden LEAF agrees to extend the deadline. Unless otherwise approved,

the PMP must be submitted on Golden LEAF form(s). The PMP will include key activities that are critical to successful implementation of the grant and outcomes that will be used to assess the success and effectiveness of the project.

d) Release of funds is contingent on the Grantee submitting a project budget for approval by Golden LEAF. The project budget must be submitted for approval within forty-five (45) days of the Award Date unless Golden LEAF agrees to extend the deadline. Unless otherwise approved, the project budget must be submitted on Golden LEAF form(s).

e) If the approved project budget includes funds from other sources that are required for project implementation, Golden LEAF grant funds will not be released until Grantee demonstrates that it has secured those funds.

f) Golden LEAF grant funds may not be used for acquisition of interests in real property or for costs of grant administration.

g) If the Grantee fails to comply with its obligations under this Agreement, no further grant funds will be released unless such noncompliance is resolved to the satisfaction of Golden LEAF.

8. Confirmation of Eligibility/Permissible use of Funds: The Grantee confirms: (1) that the Internal Revenue Service has determined that the Grantee is an organization described in Section 501(c) (3) of the Internal Revenue Code of 1986, as amended, and that such determination has not been revoked, or (2) that the Grantee is a federal, state or local governmental unit. Grantee agrees to notify Golden LEAF promptly if the Grantee's tax-exempt status is revoked or modified in any way. The Grantee agrees that it will use the funds from this grant only for charitable, educational, or scientific purposes within the meaning of Section 501(c)(3) of the Code, and that it will not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit. The Grantee agrees that no funds from this grant will be used to carry on propaganda or otherwise to attempt to influence legislation, to influence the outcome of any public election, or to carry on directly or indirectly any voter registration drive. If grant funds are used to pay for sales tax for which the Grantee receives a refund, Grantee will use the refund for expenses that are consistent with the purpose of the grant and permissible under this Agreement. Unless otherwise agreed by Golden LEAF in writing, no portion of the Grantee's rights or obligations under this Agreement may be transferred or assigned to any other entity.

9. Compliance with laws/liens: The Grantee is in material compliance with all federal, state, county, and local laws, regulations, and orders that are applicable to the Grantee, and the Grantee has timely filed with the proper governmental authorities all statements and reports required by the laws, regulations, and orders to which the Grantee is subject. There is no litigation, claim, action, suit, proceeding or governmental investigation pending against the Grantee, and there is no pending or (to the Grantee's knowledge) threatened litigation, claim, action, suit, proceeding or governmental investigation against the Grantee that could reasonably be expected to have a material adverse effect upon the Grantee's ability to carry out this grant in accordance with its terms. The Grantee has timely paid all judgments, claims, and federal, state, and local taxes payable by the Grantee the non-payment of which might result in a lien on any of the Grantee's assets or might otherwise adversely affect the Grantee's ability to carry out this grant in accordance with its terms.

10. Conflict of interest: In connection with the project funded by Golden LEAF, no employee, officer, director, volunteer, or agent of the Grantee shall engage in any activity that involves a conflict of interest or that would appear to a reasonable person to involve a conflict of interest. Without limiting the foregoing principle, except as described below, in connection with implementation of the project funded by Golden LEAF, Grantee shall not procure goods or services from any Interested Person or from any individual or entity with which any Interested Person has a financial interest or from any family member of an Interested Person, nor shall Grantee use Golden LEAF grant funds to provide goods, services, or compensation (other than customary and reasonable wages and benefits) to any Interested Person or to any family member of an Interested Person. "Interested Person" includes officers and directors of the Grantee, and employees of the Grantee with authority to procure goods or services for the Grantee related to the project funded by Golden LEAF. For purposes of this section,

family members shall include: (1) spouse, (2) ancestor, (3) brother, (4) half-brother, (5) sister, (6) half-sister, (7) child (whether by birth or by adoption), (8) grandchild, (9) great grandchild, or (10) spouse of brother, half-brother, sister, half-sister, child, grandchild, or great grandchild. An Interested Person has a financial interest if the Interested Person has, directly or indirectly, through business, investment, or family: a) an ownership or investment interest in any entity with which the Grantee has a transaction or arrangement; b) a compensation arrangement with the Grantee or with any entity or individual with which the Grantee has a transaction or arrangement; or c) a potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Grantee is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. An Interested Person must inform the Grantee of his or her financial interest upon becoming aware that the Grantee is considering procuring goods or services from any individual or entity with which any Interested Person has a financial interest. The foregoing notwithstanding, if after exercising due diligence, the governing board or committee of the Grantee determines that the Grantee is not reasonably able to secure a more advantageous transaction or arrangement from an individual or entity with which an Interested Person does not have a financial interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Grantee's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination the Grantee shall make its decision as to whether to enter into the transaction or arrangement and shall keep written records of the meeting at which that decision was made. The Grantee shall inform all Interested Persons of the requirements set forth in this section. If the requirements set forth in this section conflict with any statute or regulation applicable to the Grantee, the statute or regulation shall control. If the Grantee has a conflict of interest or similar policy that provides more stringent restrictions and protections than those in this section, the Grantee may comply with its policy rather than the policy contained herein. This section does not alter the requirement that Grantee may not use the funds from this grant in any way that would result in or give rise to private inurement or impermissible private benefit.

11. Procurement: All goods or services acquired using Golden LEAF grant funds must be reasonably necessary to implement the project funded. All procurement transactions involving the use of Golden LEAF grant funds will be conducted to provide, to the extent possible and reasonable, free and open competition among suppliers. The Grantee should use reasonable efforts to procure goods and services from local businesses, small businesses, minority-owned firms, and women's business enterprises. The Grantee will seek competitive offers where possible and reasonable to obtain the best possible quality at the best possible price. Some form of cost or price analysis shall be made and documented in connection with every individual procurement in excess of $1,000.00. Price analysis may be accomplished in various ways, including the comparison of price quotations or market prices, including discounts. For any single procurement of $100,000.00 or more, Grantee will use a competitive bid process that is designed to attract a reasonable number of responsive bidders. The requirements of the bid process may vary depending on the value of the procurement. When evaluating bids received, the Grantee is not required to take the lowest price if other factors are reasonably important to the Grantee; however, the bases for evaluation and selection should be listed in the procurement documents and there should be an objective method for the decision made by the Grantee. The decision should be documented in writing. If the Grantee is subject to statutory or regulatory procurement requirements, those requirements supersede this section. The Grantee may request that the President of Golden LEAF approve the Grantee's use of a procurement policy that varies from the requirements of this section.

12. Project and budget modification: The Grantee will immediately notify Golden LEAF of anything that may materially affect the Grantee's ability to perform the project funded. **If the Grantee proposes to modify the budget, the objectives, or any other feature of the project funded, the Grantee shall not encumber or expend any funds from this grant for such purposes unless and until Golden LEAF has approved such proposed modifications in writing.** Moreover, no further payments shall be made to the Grantee in connection with the project funded unless and until Golden LEAF has approved such proposed modifications in writing.

13. Use of grant funds/rescission and termination of grants: The Grantee accepts and will retain full control of the disposition of funds awarded to the Grantee by Golden LEAF under this grant and accepts and will retain full responsibility for compliance with the terms and conditions of the grant. Grant funds shall be utilized exclusively for the purposes set forth above. If the Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement, uses grant funds for purposes other than those set out above, or any of the representations and warranties made by the Grantee are untrue as to a material fact, the Grantee agrees to repay to Golden LEAF the full amount of this grant. Any condition, purpose, term or provision in Golden LEAF's resolution approving funding or in this Agreement shall take precedence over any conflicting provision in the Grantee's application. Grantee shall not use grant funds for any purpose not included in the Grantee's application for funding unless specifically approved by Golden LEAF. If there is a conflict between the purpose of the grant and use of grant funds described in this Grantee Acknowledgment and Agreement and the Grantee's application for funding, this Grantee Acknowledgment and Agreement will control.

14. The Grantee acknowledges receipt of the following policy regarding termination and rescission of grants, which is intended to supplement but not replace or limit the rights and remedies of Golden LEAF set forth elsewhere in this Agreement. The Grantee acknowledges that Golden LEAF may, from time to time, amend its policy regarding termination and rescission of grants, and the Grantee acknowledges that the Grantee will be subject to the policy as amended.

Policy Regarding Rescission and Termination of Grants. Rescission of a grant revokes the grant award. When funds have been disbursed to a Grantee by Golden LEAF and a grant is rescinded, the Grantee may be liable for repayment to Golden LEAF for an amount up to the total of grant funds received by the Grantee, in addition to any other remedy available to Golden LEAF. Termination of a grant ends the grant on a going-forward basis, and the Grantee is responsible for repayment to Golden LEAF of only that portion of the grant funds that has been disbursed but not expended by the Grantee in accordance with the terms of the grant.

A grant may be rescinded or terminated at any time in the discretion of Golden LEAF for the Grantee's failure to comply with its obligations under this Agreement or if any of the Grantee's representations and warranties in this Agreement are or become untrue as to a material fact. Reasons for rescission or termination of a grant include but are not limited to the following:

a. The Grantee has not signed and delivered to Golden LEAF the Grantee Acknowledgment and Agreement within forty-five (45) days of the Award Date set out in Section 5, above.
b. The Grantee has failed to complete the project within the grant term established by this Agreement or any extensions thereof.
c. The Grantee's tax-exempt status has been modified or revoked.
d. The Grantee is unable, or has failed or refused, to comply with a material term or condition of the grant.
e. The Grantee has experienced a change in circumstances that is likely to have a material adverse effect upon the Grantee's ability to accomplish fully the purposes of the grant (e.g., loss of collateral funding, loss of key personnel, etc.).
f. The Grantee has failed or refused to submit a report, statement, accounting or return required by this Agreement or applicable law.
g. The Grantee has materially modified its budget for the project, and such material modification has not been approved by Golden LEAF.
h. The Grantee commits a material violation of the Internal Revenue Code or uses grant funds for some purpose not permitted by the Internal Revenue Code or for some purpose not contemplated by the grant.
i. The Grantee breaches any of the covenants or agreements contained in this Grantee Acknowledgment and Agreement.
j. The Grantee requests that the grant be rescinded or terminated.

It is anticipated that a grant will be rescinded in situations in which no grant funds have been disbursed. Where grant funds have been disbursed, it is anticipated that a grant will be rescinded in the case of more serious violations (including, without limitation, use of grant funds for some purpose not contemplated by the grant or in violation of the Internal Revenue Code, or upon other affirmative misconduct of the Grantee), and that termination of a grant will occur in the case of the less serious instances of non-compliance or where the circumstance giving rise to termination is not the result of misconduct of the Grantee.

If the Board of Directors of Golden LEAF determines that a grant should be rescinded or terminated, Golden LEAF will notify the Grantee of that decision. Golden LEAF may choose to notify the Grantee that the grant is subject to rescission or termination unless the Grantee remedies the noncompliance, and Golden LEAF may establish deadlines or other limitations on the Grantee's opportunity to remedy the noncompliance. If Golden LEAF allows the Grantee the opportunity to correct the noncompliance, no further grant funds shall be advanced until the noncompliance is remedied.

15. Release of Funds: Unless otherwise agreed by Golden LEAF, up to twenty percent (20%) of funds may be released in advance after all conditions on the release of funds are satisfied. Funds may be released in additional advances of up to twenty percent (20%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds previously released have been properly expended and accounted for. Funds may also be released on a reimbursement basis, in which case payments may be made in an amount equal to or up to eighty percent (80%) of the grant amount upon receipt of evidence satisfactory to Golden LEAF that funds have been properly expended and accounted for. Unless otherwise approved by the President of Golden LEAF, a sum equal to twenty percent (20%) of the total amount of the grant will be retained by Golden LEAF until the Grantee completes its obligations under this grant, including submission of a satisfactory final report on the project funded. This final twenty percent (20%) retained by Golden LEAF shall be paid to the Grantee on a reimbursement basis. If the grant is conditional or contingent, all conditions and contingencies must be met before any payment will be made. Each request for payment shall be in writing using the approved Golden LEAF form and shall certify that the Grantee has performed in accordance with the terms and provisions of its Grantee Acknowledgment and Agreement, and that such Grantee is entitled under the terms of such Agreement to receive the amount so requested. Each request should be made to President, The Golden LEAF Foundation, 301 N. Winstead Avenue, Rocky Mount, NC 27804. Payment should not be requested until the Grantee has need for actual expenditures of the funds. The Grantee should request payment at least thirty (30) days prior to its desired payment date.

16. Reporting: The Grantee agrees to submit a progress report to Golden LEAF biannually, to be received by Golden LEAF six months from the date of award and every six months thereafter unless some other schedule is approved by Golden LEAF. The Grantee agrees to submit a final Progress Report for receipt by Golden LEAF within sixty (60) days after the completion of all obligations for the project funded or the end date, whichever comes first. The Grantee may be required to report results and accomplishments to Golden LEAF for a period beyond the grant term that is reasonably necessary to evaluate the outcomes of the grant. Report forms may be found on Golden LEAF's website, www.goldenleaf.org. The Grantee will furnish additional or further reports if requested by Golden LEAF on forms prescribed by Golden LEAF.

17. Records: The Grantee agrees to maintain full, accurate and verifiable financial records, supporting documents, and all other pertinent data for the project funded in such a manner so as to identify and document clearly the activities and outcomes of the project funded and the expenditure of Golden LEAF grant funds. Financial records regarding Golden LEAF's grant shall maintained in such a way that they can be reported separately from monetary contributions, or other revenue sources of the Grantee. The Grantee agrees to retain all financial and programmatic records, supporting documents, and all other pertinent records related to the project funded for a period of five (5) years from the end of the grant term. In the event such records are audited, all project records shall be retained beyond such five-year period until all audit findings have been resolved. The Grantee shall provide to Golden LEAF copies of all financial and other records requested by Golden LEAF and shall

make available to Golden LEAF, or Golden LEAF's designated representative, all of the Grantee's records that relate to the grant, and shall allow Golden LEAF or Golden LEAF's representative to audit, examine and copy any data, documents, proceedings, records and notes of activity relating to the grant. Access to these records shall be allowed upon request at any time during normal business hours and as often as Golden LEAF or its representative may deem necessary. The Grantee may be subject to audit by the State Auditor.

18. This Section 18 is applicable if the following blank is marked: _____ Staff Initials & date: ___________ __________

Intellectual property/new developments: In consideration of its receipt of funds granted by Golden LEAF, the Grantee agrees that during the course of the project funded by the grant, the Grantee, and any recipient of grant funds, will promptly disclose to Golden LEAF any improvements, inventions, developments, discoveries, innovations, systems, techniques, ideas, processes, programs, and other things, whether patentable or unpatentable, that result from any work performed by or for the Grantee in connection with the project funded, or by individuals whose work is funded by the grant (the "New Developments"). If the Grantee provides to Golden LEAF a copy of any Invention Disclosure Reports it receives from Grantee employees that report making inventions under this Agreement, then the Grantee will be deemed to have satisfied the disclosure requirement in the preceding sentence.

The Grantee agrees that it, and any recipient of grant funds, shall take all reasonably appropriate actions to assure that the New Developments shall be and remain the sole and exclusive property of the Grantee. In the event that the interests of the public would be served by commercialization of the New Developments, the Grantee agrees to use its best reasonable efforts to pursue the commercialization of any such New Developments in a manner that will serve the interests of the public, including but not limited to the transfer, assignment or licensing of such New Developments; provided, however, that the Grantee, and any recipient of grant funds, shall not transfer, assign or license such New Developments in part or in whole without first having obtained the written consent of Golden LEAF.

Any revenue generated as a result of transferring, assigning, or licensing New Developments will be managed by the Grantee in accordance with its published patent, copyright and technology transfer procedures, if any, and in the absence of such procedures such revenue will be managed by the Grantee in accordance with procedures approved by Golden LEAF. Such procedures typically will prioritize the distribution of revenues to ensure that the Grantee first honors its obligation to its inventors and then to cover its own out-of-pocket expenses as necessary to protect its intellectual property.

The Grantee and Golden LEAF further agree that should there be any revenue generated greater than that necessary to meet the obligations of the preceding paragraph ("Net Revenue"), the Net Revenue shall be managed by the Grantee as follows:

a) 15% of the Net Revenue will be retained by the Grantee as a fee for the management and distribution of funds as required under this Agreement.
b) 30% of the remaining Net Revenue will be paid to Golden LEAF.
c) 70% of the remaining Net Revenue will be retained by the Grantee and used in accordance with the procedures referenced in the preceding paragraph above.

The Grantee's obligations pursuant to this Section will continue beyond the expiration of the funding period.

19. Independent entity: The Grantee acknowledges and agrees that the Grantee is an entity independent from Golden LEAF, is not an agent of Golden LEAF, and is not authorized to bind Golden LEAF to any agreement of payment for goods or services. The Grantee is responsible for payment of all its expenses, including rent, office expenses and all forms of compensation to employees. It shall provide workers compensation insurance to the extent required for its operations and shall accept full responsibility for payments of unemployment

compensation, social security, income taxes and any other charges, taxes or payroll deductions required by law in connection with its operations, for itself and its employees. All expenses incurred by the Grantee are the sole responsibility of the Grantee, and Golden LEAF shall not be liable for the payment of any obligations incurred in the performance of the project funded.

20. Non-discrimination: The Grantee shall not discriminate by reason of age, race, ethnicity, religion, color, sex, national origin, or handicap related to the activities of a project funded by Golden LEAF.

21. Publicity: All publicity and printed materials regarding projects or activities supported in whole or in part by this grant should contain the following language: **"This project received support from The Golden LEAF Foundation."** The Golden LEAF logo is to be displayed in all of the Grantee's publicity and printed materials relating to this grant. Please contact Jenny Tinklepaugh (jtinklepaugh@goldenleaf.org) for digital versions of the logo.

22. Authority to execute/Necessary Approvals Obtained: The individual signing below certifies his or her authority to execute this Agreement on behalf of the Grantee and that the Grantee has received any third-party approval that may be required prior to entering this Agreement. By executing this Agreement, the Grantee, to induce Golden LEAF to make this grant, makes each of the representations set forth hereinabove and certifies that each of such representations is true, accurate and complete as of the date hereof.

IN WITNESS WHEREOF, the Grantee has executed this Agreement as of the date below:

Name of Grantee Organization (print): ____________________________

Signature: ____

Name of Person Signing (print): ________________________________

Title of Person Signing (print): _________________________________

Date: ____

STATE OF NORTH CAROLINA
COUNTY OF UNION

WATER LINE RELOCATION AGREEMENT BETWEEN
THE CITY OF MONROE, NORTH CAROLINA
AND
DAME BROTHERS, LLC – DEVELOPER for WINDSOR WINDOW COMPANY

THIS AGREEMENT, made this the ______________ day of______________, 20___, by and between the CITY OF MONROE, NORTH CAROLINA (hereinafter called "CITY"), a municipal corporation located in Union County, North Carolina; and DAME BROTHERS, LLC (hereinafter called "DEVELOPER"), proposing to construct a manufacturing facility on the property at 1100 N. Sutherland Ave. and further identified by parcel number 09-180-064.

STATEMENT OF PURPOSE

WHEREAS, the CITY and DEVLOPER wish to enter into a development agreement pursuant to N.C.G.S. 160D-1001 et. seq; which procedures and requirements include approval of the development agreement by the governing board of the local government after a duly noticed public hearing; and,

WHEREAS, the CITY has an 18" water line running through the property described above; and

WHEREAS, the proposed site layout for the manufacturing facility will require the relocation of the existing 18" water line; and

WHEREAS, the CITY has obtained a grant from the Golden Leaf Foundation in the amount of $554,070.00 specifically targeted for costs associated with the relocation of the 18" water line; and

WHEREAS, the total estimate cost for the water line relocation is $803,000.00, but may increase upon receipt of applicable bids.

TERMS

NOW, THEREFORE, in consideration of the recitals set forth above (which are an integral part of this Agreement and are not mere recitals), and in consideration of the mutual covenants, promises, and agreements herein declared and set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and DEVELOPER, intending to be legally bound, hereby agree as follows:

1. Public Hearing. Pursuant to Section 160D-1005 of the North Carolina Genarl Statutes, City shall conduct a public hearing to consider the approval and execution of this Agreement.
2. The CITY shall prepare, through a qualified professional engineer, all plans and specifications for the water line relocation. Such plans and specifications shall meet all requirements of the CITY's Standard Specifications and Details Manual, and be subject to approval by the CITY.
3. The Qualified Professional Engineer shall submit to the CITY plans and specifications and receive a permit for the water line relocation from the City of Monroe Water Resources Department prior to beginning construction on said improvements.
4. The CITY shall prepare documents and proceed with administration of bidding, contracting and construction phases, through to final completion.
5. The DEVELOPER will ensure that easements reserved include a general public utility easement of thirty (30) feet in width running the entire perimeter of Parcel # 09-180-064 and a general public utility easement of 25 feet located on an agreed upon location on the parcel, which will be subject to the final approval of the City of Monroe Water Resources Department, and which will be reflected on an updated boundary survey that will be recorded prior to the issuance of a Certificate of Occupancy for the project.
6. The TERM of this Agreement shall commence on the date this Agreement is signed by the parties hereto and expire the earlier of the date the newly relocated water line is fully certified by the City of Monroe Water Resources Department or October 7, 2023, which is the expiration of the Golden Leaf Foundation grant.
7. The Qualified Professional Engineer shall request certification of the new water main from the City of Monroe Water Resources Department upon completion of construction, stating that the construction was completed in substantial conformance with the permitted plans and specifications.
8. The DEVELOPER shall pay all costs associated with the water line relocation over the value of the $554,070.00 grant referenced above. Cost shall include, but not be limited to, design, permitting, easement acquisition, construction and certification. Upon final certification, the CITY will invoice the DEVELOPER for the total project cost exceeding $554,070.00.
9. Development of the Property. Per N.C.G.S 160D-1006, the development uses allowed on Parcel #09-180-064 are only those that conform to the parcel's General Zoning (GI) classification.
10. Amendment. The terms of this Agreement may be amended by the mutual consent of the parties hereto or their successors in interest. A major modification of the terms of this Agreement shall follow the same procedures as required for the initial approval of this Agreement. A minor amendment, as reasonably determined by City, shall not be considered to be an amendment to this Agreement.
11. Recordation/Binding Effect. Within fourteen (14) day after City enters into this Agreement, Developer shall record this Agreement in the Union County Public Registry. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties hereto.

12. Default. The failure of any party hereto to comply with the terms of this Agreement shall constitute default, entitling the non-defaulting party to pursue such remedies as allowed under applicable law; provided, however, that no termination of this Agreement may be declared by City absent its according to Developer the notice and opportunity to cure. The parties hereto recognize that, in addition to other remedies that may be available, City has the right to enforce its rules, policies, regulations, ordinances, and the terms of this Agreement by seeking an injunction to compel compliance with the terms of this Agreement. Subject to the terms of this Agreement, in the event Developer violates the rules, policies, regulations, or ordinances of City or violates the terms of this Agreement, City may, without seeking an injunction and after ten (10) days' notice to correct the violation, take such actions as shall be deemed appropriate under law until such conditions have been honored by the Developer. In addition to any other rights or remedies, either party may institute legal action to cure, correct, or remedy any default or breach, to specifically enforce any covenants or agreements set forth in the Agreement or to enjoin any threatened or attempted violation of the Agreement, or to obtain any remedies consistent with the purpose of the Agreement. Legal actions shall be instituted in the Superior Court of the County of Union, State of North Carolina, or in the Federal District Court in the Western District, and the parties hereto submit to the personal jurisdiction of such courts without application of any conflicts of laws provisions of any jurisdiction.
13. Notices. Any notice, demand, request, consent, approval, or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth, or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimiles or if by mail on the fifth (5th) business day after the deposit thereof in the Unites States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals, or communications to the parties shall be addressed to:

City at:	City of Monroe Attn: Russell Colbath, P.E., Director of Water Resources, P.O. Box 69 Monroe, NC 28111
Developer at:	Dame Brothers, LLC Attn: David Eastman, Secretary 300 NW 16th Street Fruitland, ID 836189

14. Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions, and understandings between the parties hereto, and there are no promises, agreements, conditions, or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

15. Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits thereto.

16. Assignment. After notice to City, Developer may assign its rights and responsibilities hereunder to subsequent land owners of all or any portion of the Property, provided that no assignment as to a portion of the Property will relieve Developer of responsibility with respect to the remaining portion of the Property without the written consent of City.
17. Agreement to Use the E-Verify Program for Work Authorization. Developer, along with its respective successors and assigns, shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes for verification of work authorization. Further, if Developer utilizes a subcontractor, Developer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
18. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.
19. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
20. Agreement to Cooperate. In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.
21. Agreements to Run with the Land. This Agreement shall be recorded by the DEVELOPER in the Union County Registry within 14 days after approval of the Agreement by City Council. No development approvals will be issued until the development agreement has been recorded. The agreements, covenants, and restrictions contained herein shall be binding upon, and run with the land, and shall be binding upon and an obligation of all successors in the ownership of the Property beyond the term hereof in perpetuity.

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IN WITNESS WHEREOF, the CITY has caused this Agreement to be executed in its name by its respective duly authorized agents or officers.

CITY OF MONROE, NORTH CAROLINA

By: ____________________________________
Brian Borne, Interim City Manager

STATE OF NORTH CAROLINA

COUNTY OF _______________________

I, _______________________________, Notary Public of the aforesaid County and State, do hereby certify that BRIAN BORNE personally came before me this day and acknowledged that he is the INTERIM CITY MANAGER of the CITY OF MONROE, NORTH CAROLINA, and that he, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the City of Monroe for the purposes set forth therein.

Witness my hand and notarial seal, this _______ day of _______________, 2021.

Notary Public ____________________________________

My commission expires: ____________________

IN WITNESS WHEREOF, the DEVELOPER has caused this agreement to be executed in its name by its respective duly authorized agents or officers.

DAME BROTHERS LLC, DEVELOPER FOR WINDSOR WINDOW COMPANY

By: ______________________________________
Mark Rieser, President

(CORPORATE SEAL)

STATE OF NORTH CAROLINA

COUNTY OF _________________________

I, _________________________________, Notary Public of the aforesaid County and State, do hereby certify that _______________personally came before me this day and acknowledged that he is the ___________________of ____, and that he, being authorized to do so, voluntarily executed the foregoing instrument on behalf of the corporation for the purposes set forth therein.

Witness my hand and notarial seal, this _______ day of________________, 2021.

Notary Public ____________________________________

My commission expires: ______________________

CAPITAL PROJECT BUDGET ORDINANCE
RELOCATE WATER LINE FOR PROJECT MILLWORK
BO-2021-18

WHEREAS, the City awarded an economic development grant and the sale of 82.26 acres of city-owned land to Windsor Window Company; and

WHEREAS, in order for Windsor Window Company to construct their new 570,000 square foot plant, an existing 18-inch water main that runs through the property will need to be relocated; and

WHEREAS, a grant in the amount of $554,070 was awarded by Golden Leaf Foundation to offset the relocation costs; and

WHEREAS, a developer agreement with Dame Brothers, LLC (developer for Windsor Window Company) is being approved to cover the remaining costs of the water main relocation.

NOW, THEREFORE, BE IT ORDAINED that the City Council establish the budget for the Waterline Relocation for Project Millwork capital project (WR2252) and appropriates the following revenues and expenses. Funding will be initially from the Water & Sewer Fund, but will be reimbursed upon project completion by the Golden Leaf Foundation Grant and the remainder by the developer, Dame Brothers, LLC.

Water & Sewer Fund:	
Revenues:	
Appropriation of Fund Balance	$ 850,000
Transfer from Water & Sewer Capital Project Fund	$ 850,000
Appropriation to Fund Balance	($850,000)
Expenditures:	
Transfer to Water & Sewer Capital Project Fund	$ 850,000
Water & Sewer Capital Project Fund:	
Revenues:	
Transfer from Water & Sewer Capital Reserve Fund	$ 850,000
Golden Leaf Foundation Grant	$ 554,070
Reimbursements	$ 295,930
Expenditures:	
Capital Improvements WR2252	$ 850,000
Transfer to Water & Sewer Fund	$ 850,000

Adopted this 13th day of December 2021.

Attest:

Marion L. Holloway, Jr., Mayor

Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	Brian J. Borne, Interim City Manager
DATE:	November 18, 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. Discussion tabled to November 18, 2021 General Services Committee meeting for additional information.

RECOMMENDATION

Staff requests the General Services Committee provide guidance.

Council Discretionary Payments to Schools
FY2018-FY2022 to date

Date	Council Member	School	Purpose	Amount		
8/1/2017	Surluta Anthony	Monroe High School Athletic Foundation	Support of high school athletics	$ 500.00		
12/11/2017	Franco McGee	Benton Heights Elementary School of the Arts Drama	Support of arts education	500.00		
12/21/2017	Franco McGee	Parkwood High School Basketball Team	Support of recreational activities	116.73		
5/2/2018	Franco McGee	Monroe High School Band	Support of cultural opportunities	200.00		
					$ 1,316.73	**Total to Schools FY18**
8/2/2018	Gary Anderson	Monroe Athletic Foundation	Support of high school athletics	250.00		
8/6/2018	Gary Anderson	CATA PTSO	Educational support	500.00		
8/1/2018	Surluta Anthony	Monroe High School Athletic Foundation	Support of high school athletics	300.00		
9/27/2018	Mayor Bobby Kilgore	Monroe High School Athletic Foundation	Support of high school athletics	250.00		
12/21/2018	Franco McGee	Parkwood High School Basketball Team	Support of recreational activities	189.69		
4/12/2019	Franco McGee	Benton Heights Elementary School of the Arts	Support of education	268.55		
5/3/2019	Franco McGee	East Elementary School	Support of education	250.00		
5/20/2019	Franco McGee	Parkwood High School	Recreational opportunities	500.00		
5/29/2019	Franco McGee	Monroe High School Athletic Booster Club	Recreational opportunities	400.00		
					$ 2,908.24	**Total to Schools FY19**
8/5/2019	Gary Anderson	Monroe Athletic Foundation	Recreational opportunities	150.00		
12/11/2019	Angelia James	Monroe Athletic Association	Support of high school athletics	375.00		
2/19/2020	Franco McGee	Benton Heights Elementary School of the Arts	Support of education	250.00		
					$ 775.00	**Total to Schools FY20**
10/26/2020	Surluta Anthony	Monroe High School Athletic Foundation	Support of high school athletics	300.00		
3/31/2021	Franco McGee	Benton Heights School of the Arts Educational Program	Support of education	188.99		
					$ 488.99	**Total to Schools FY21**
9/3/2021	Surluta Anthony	Monroe High School Athletic Booster Club	Support of high school athletics	400.00		
9/17/2021	Angelia James	Monroe High School Athletic Booster Club	Support of high school athletics	500.00		
					$ 900.00	**Total to Schools FY22**

Outside Agency Payments to Schools
FY2018-FY2022 to date

Fiscal Year	School	Purpose	Amount		
2018	Central Academy of Technology and Art (Band Boosters)	Instruments/Uniforms	1,500.00		
	Union County Public Schools	Land lease for bus parking (in-kind)	11,520.00		
	Monroe Athletic Foundation (Monroe High Boosters Club)	Assistance for MH & MM youth	5,000.00		
				$ 18,020.00	**Total to Schools FY18**
2019	Central Academy of Technology and Art (Band Boosters)	Instruments/Uniforms	1,500.00		
	Union County Public Schools	Land lease for bus parking (in-kind)	11,520.00		
	Monroe Athletic Foundation (Monroe High Boosters Club)	Assistance for MH & MM youth	5,000.00		
				$ 18,020.00	**Total to Schools FY19**
2020	Central Academy of Technology and Art (Band Boosters)	Instruments/Uniforms	2,000.00		
	Union County Public Schools	Land lease for bus parking (in-kind)	11,520.00		
	Monroe Athletic Foundation (Monroe High Boosters Club)	Assistance for MH & MM youth	5,000.00		
				$ 18,520.00	**Total to Schools FY20**
2021	Central Academy of Technology and Art (Band Boosters)	Instruments/Uniforms	2,000.00		
	Union County Public Schools	Land lease for bus parking (in-kind)	11,520.00		
	Monroe Athletic Foundation (Monroe High Boosters Club)	Assistance for MH & MM youth	5,000.00		
				$ 18,520.00	**Total to Schools FY21**
2022	Central Academy of Technology and Art (Band Boosters)	Instruments/Uniforms	2,000.00		
	Union County Public Schools	Land lease for bus parking (in-kind)	11,520.00		
	Monroe Athletic Foundation (Monroe High Boosters Club)	Assistance for MH & MM youth	5,000.00		
	Monroe Country Club	MHS golf fee	350.00		
				$ 18,870.00	**Total to Schools FY22**

Shared Facility Usage by Schools & Parks and Recreation Programs for FY 2021/2022

<u>School Use of Recreation Facilities</u>

Monroe High School

<u>Walter Bickett Stadium</u>
HS Boy's Baseball

<u>Don Griffin</u>
HS Girls Softball

Central Academy of Technology and Arts

<u>Walter Bickett Stadium</u>
HS Football
5 Games (Aug-Oct)

HS Boy's Baseball

Union Academy

<u>Parks Williams Athletic Complex</u>
HS Boys Soccer
Practices Only (Aug-Oct)

HS Girls Softball

MS Girls Softball

HS Girls Soccer

HS Boys Baseball

<u>Union Academy Football Stadium</u>
HS/MS Football
10 Total Games (Feb-May)

<u>Dickerson Community Center</u>
HS Girls Tennis

HS Boys Tennis
10 Matches

MS Boys Tennis
5 Matches

YTD (November 2021)

Parks & Rec. Use of School Facilities

Monroe High School

No usage –

Central Academy of Technology and Arts

Track and Field

Union Academy

UA Track and Field/ Stadium
Flag Football Program
6 Games

UA – Lower Campus
MAFC Day Camp
Monday-Friday (7 weeks, Jun-Aug)

Note:

- Union Academy is not a part of Union County Public Schools and serves both City and Non-City Residents
- Central Academy is part of Union County Public Schools but serves both City and Non-Residents as a Specialty
  School
- Monroe High School serves primarily City residents with limited opportunities to serve non-residents

YTD (November 2021)

Shared Facility Usage by Schools & Parks and Recreation Programs for FY 2020/2021

School Use of Recreation Facilities

Monroe High School

Walter Bickett Stadium
HS Boy's Baseball
No usage

Don Griffin
HS Girl's Softball
7 Game/Practices (Mar-Apr)

Central Academy of Technology and Arts

Walter Bickett Stadium
HS Football
4 Games (Feb-Apr)

HS Boy's Baseball
7 Games/No practices (Apr-Jun)

Union Academy

Parks Williams Athletic Complex
HS Boys Soccer
Practices Only (Jan-Mar)

HS Girls Softball
7 Games/Practices (Mar-May)

MS Girls Softball
4 Games/Practices (Mar-May)

HS Girls Soccer
Practices Only (Mar-May)

HS Boys Baseball
Practices Only (Apr-Jun)

Union Academy Football Stadium
HS/MS Football
7 Total Games (Feb-May)

Dickerson Community Center
HS Girls Tennis
5 matches

HS Boys Tennis
8 Matches

Parks & Rec. Use of School Facilities

Monroe High School

No usage – Unite Senior Games Opening Ceremony held at MAFC (drive-thru event)

Central Academy of Technology and Arts

Track and Field
No usage – Youth Track and Field program practiced at PWAC in 2021

Union Academy

UA Track and Field/ Stadium
3 Track Meets

UA – Lower Campus
MAFC Day Camp
Monday-Friday (7 weeks, Jun-Aug)

Note:

- Union Academy is not a part of Union County Public Schools and serves both City and Non-City Residents
- Central Academy is part of Union County Public Schools but serves both City and Non-Residents as a Specialty School
- Monroe High School serves primarily City residents with limited opportunities to serve non-residents

Shared Facility Usage by Schools & Parks and Recreation Programs for FY 2019/2020

School Use of Recreation Facilities

Monroe High School

Walter Bickett Stadium
HS Boy's Baseball
1 Game prior to Covid-19

Don Griffin
HS Girl's Softball
1 Game/Practices prior to Covid-19

Central Academy of Technology and Arts

Walter Bickett Stadium
HS Football
5 games/ No practices

HS Boy's Baseball
1 Games/No practices
(11 games scheduled prior to Covid-19)*

Union Academy

Parks Williams Athletic Complex
HS Boys Soccer
Practices Only (Aug-Oct)

MS Boys Soccer
Practices Only (Aug-Oct)

HS Girls Softball
3 Games/Practices (Mar-Apr)
(12 Games Scheduled prior to Covid-19)*

MS Girls Softball
2 Games/Practices (Mar-Apr)
(6 Games Scheduled prior to Covid-19)*

HS Girls Soccer
Practices Only (Feb-Apr)

MS Girls Soccer
Practices Only (Feb-Apr)

Walter Bickett Stadium
HS Boys Baseball
3 Games/ Practices (Mar-May)
(12 Games scheduled prior to Covid-19)*

Union Academy Football Stadium
HS/MS Football
9 Total Games (Aug-Nov)

Dickerson Community Center
HS Girls Tennis
5 matches

HS Boys Tennis
(5 Scheduled Matches prior to Covid-19 – Boys Mar-Apr)*

Parks & Rec. Use of School Facilities

Monroe High School

No usage

Central Academy of Technology and Arts

Track and Field
No usage – Youth Track and Field program cancelled Spring 2020 due to Covid-19

Union Academy

UA Football Stadium
Flag Football Program
6 Games (Aug-Oct)

UA – Lower Campus
MAFC Day Camp
Monday-Friday (7 weeks, Jun-Aug)

Note:

- Union Academy is not a part of Union County Public Schools and serves both City and Non-City Residents
- Central Academy is part of Union County Public Schools but serves both City and Non-Residents as a Specialty School
- Monroe High School serves primarily City residents with limited opportunities to serve non-residents