CITY COUNCIL STRATEGIC PLANNING MEETING
300 WEST CROWELL STREET
MONROE, NORTH CAROLINA 28112
OCTOBER 12, 2021 – 4:00 P.M.
AGENDA
www.monroenc.org

Due to the increased risk of exposure and possibility of transmission associated with the Delta strain of COVID 19, **all guests, staff and officials will be required to wear face masks**. The number of guests will be limited to the number of available seats inside the Council Chambers. There will be an additional room with limited seating for guests to hear the proceedings and/or remain until they are called to speak.
The mask requirement and seating limitation will be enforced by law enforcement.

1. American Rescue Plan Act (ARPA) Funding

2. Fiscal Year 2023 Budget Schedule

3. Morgan-Windsor Alley Project

4. Diversity, Equity and Inclusion Committee Update

5. Downtown Monroe Social District Discussion

6. Monroe-Union County Economic Development Commission
   A. Interlocal Organization and Operating Agreement
   B. Joint Resolution Forming Monroe-Union County Economic Development Commission
   C. Interim City Manager to Execute Documents

- **Agenda** is tentative and is subject to change up to and including the time of the meeting.
- At the discretion of City Council, **Agenda Items** listed above that are not discussed at the Strategic Planning Meeting or moved at the request of Council, may be carried forward to the City Council Regular Meeting at 6:00 p.m. to be considered.
- **Cell Phones/Pagers**: As a courtesy, please turn off cell phones and pagers while Meeting is in progress.

STAFF REPORT

TO: City Council

VIA: Brian Borne, Interim City Manager

DATE: October 12, 2021

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: American Rescue Plan Act Presentation

SUMMARY STATEMENT

The purpose of this report is to update Council on the American Rescue Plan Act funding that has been awarded to the City. A Budget Ordinance is being submitted for City Council Consideration for some immediate funding needs.

REVIEW

A presentation will be given to provide information about the American Rescue Plan funding that has been awarded to the City in the amount of $11,326,507.16. The presentation will cover grant guidance and requirements in order for a project to be grant eligible. There are a few suggested projects that staff is seeking approval for including AV Equipment in the Council Chamber and Council Conference room, data storage for backups in the event of a cyber attack and Planning Department drop box and door improvements. A Budget Ordinance is being submitted for City Council consideration for these items. Other projects that are grant eligible will also be presented for discussion.

RECOMMENDATION

Staff recommends approval of Budget Ordinance BO-2021-15 for project funding for projects listed above from the American Rescue Plan Act.

Attachment: BO-2021-15

SPECIAL REVENUE FUND PROJECT BUDGET ORDINANCE
AMERICAN RESCUE PLAN ACT OF 2021
OBLIGATION OF FUNDING FOR SPECIFIC PROJECTS
BO-2021-15

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

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

WHEREAS, the City has been awarded $11,326,507.16; and

WHEREAS, the City has identified needs that meet grant requirements and wishes to obligate funding to the following projects:

- AV Equipment in Council Chamber and Conference Room $110,000
- Data Storage for Backups in the event of a Cyber Attack $179,798
- Planning Department Drop Box and Door Improvements $75,000

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe obligates funding in the special revenue project fund for the projects listed above:

Special Revenue Project Fund:
Expense:

Reserved for Future Projects ARP021	($364,798)
AV Equipment for City Council	$110,000
Data Storage for Backups	$179,798
Planning Drop Box/Door Improvements	$75,000

Adopted this 12th day October, 2021.

Attest:

Marion L. Holloway, Jr., Mayor Pro Tem

Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	City Council
VIA:	Brian Borne, Interim City Manager
DATE:	October 12, 2021
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Angela Duncan, Budget Analyst
SUBJECT:	FY 2023 Budget Schedule

SUMMARY STATEMENT

The purpose of this report is to share the Budget Schedule for fiscal year 2023.

REVIEW

The Budget Schedule is being presented to City Council for review for fiscal year 2023.

RECOMMENDATION

The budget schedule is being provided for information purposes only.

Attachment: FY2023 Budget Schedule

CITY OF MONROE BUDGET SCHEDULE FISCAL YEAR 2022-2023

Date	Time	Event
9/30/2021	5:00 PM	Distribute electronic copy of budget manual. (New information for FY23 will be in highlighted in yellow)
10/4/2021	5:00 PM	Senior Budget Analyst will create base budget projection (revenues and expenditures excluding one-times) in Munis budget projection **23001 Base Budget** for departments to review.
10/12/2021	Council Strategic	City Manager and Finance Director to present FY23 Budget Schedule to City Council.
10/22/2021	5:00 PM	All corrections/contractual or inflation adjustments to the projection **23001 Base Budget** must be communicated via email to Finance Administration (Aduncan@monroenc.org and Mconnelly@monroenc.org. ****Please note any changes must be supported by documentation attached to your email****
11/9/2021	Council Strategic	Department presentation of priorities/needs: **IT, HR, Legal, Airport**
11/10/2021	5:00 PM	Purchasing and IT Staff: FY23 fuel projections and PC replacements.
11/15/2021	5:00 PM	Finance Administration Staff will review all documented adjustments and update budget projection **23001 Base Budget Final.**
11/23/2021	5:00 PM	Deadline for updating the 5 Year Capital Improvement Plan (CIP) for capital **Replacements** in Excel. Files are located at **H:\Common\Budget\2023\CIP FY23***department. Excel file must be updated for all 5 years.*
		FY23 CIP Capital Replacement requests must be entered into Munis Central Budget Entry projection **23003 Department's Request.**
		Deadline for updating the 5 Year Capital Improvement Plan (CIP) - **Strategic** Capital in Excel. Files are located at **H:\Common\Budget\2023\CIP FY23\department.** Excel file must be updated for all 5 years.
		FY23 CIP new Equipment must be entered into Munis Central Budget Entry projection **23003 Department's Request.**
		FY23 CIP Capital Project requests must be entered into Munis Central Budget Entry projection **23600 Capital Projection.** This budget projection is for multi-year funds only (350, 360, 512, 522, 532, 542, 562, 582).
11/23/2021	5:00 PM	Career Ladder packages are due to Human Resources (If applicable). Contact Human Resources for more information - Extension 4540 - Email DReed@monroenc.org
12/13/2021	Council Strategic	Department presentation of priorities/needs: **Police, Fire, Finance**
12/15/2021	5:00 PM	Senior Budget Analyst will provide General Fund Base Budget and Revenue Forecast to City Manager.
12/15/2021	5:00 PM	Personnel Decision Packages completed. PLEASE SAVE COMPLETED DP TO **H:\common\Budget\2023\Decision Packages FY23. Any capital and/or operating costs associated with request must be entered into budget projections 23003 Department's Request in the detail information section**
1/10/2022	5:00 PM	Human Resources to generate projection **23991 Initial Payroll Projection** (reviewed by HR and Finance staff)
1/11/2022	Council Strategic	Department presentation of priorities/needs: **Parks/Recreation, Engineering, MUCED?**
1/21/2022	5:00 PM	Requests for Operating expenditures must be entered into Munis Central Budget Entry projection **23003 Department's Request**. Detail Information fields must be completed for each request.
1/21/2022	5:00 PM	Human Resources/City Manager has reviewed Career Ladder packages and returned to department with a
1/21/2022	5:00 PM	Compare Munis position control to payroll projections (Finance Staff)
1/21/2022	5:00 PM	Outside Agency Requests Due from Applicants (Accounting) *(Packets sent out December 17/20, advertise in paper, include in Manager's Update)*
1/24/2022	5:00 PM	GENERAL FUND Proposed Fee Schedule changes **H:\common\budget\2023\ FY23 Fee Schedule Changes.** Contact Revenue Manager for more information - Phone Extension 4517 - email BHawver@monroenc.org
1/25/2022	8:00 AM	Roll verified payroll projections into Budget (Finance and HR); Send projection reports to departments for review.
February 1 - 22, 2022	As Scheduled	Department meetings with City Manager and Finance Staff to discuss requests.
2/4/2022	5:00 PM	Career Ladder approvals will be entered in the payroll projections.
2/8/2022	Council Strategic	Department presentation of priorities/needs: **Planning, Downtown, Communications/Tourism, Facilities**
2/15/2022	5:00 PM	ENTERPRISE FUND Proposed Fee Schedule changes **H:\common\budget\2023\ FY23 Fee Schedule Changes.** Contact Revenue Manager for more information - Phone Extension 4517 - email BHawver@monroenc.org
2/17/2022	4:00 PM	General Services Committee Meeting Consider Outside Agency Requests (City Hall Conference Room)
2/18/2022	5:00 PM	Deadline: Human Resources generate revised payroll projection report with any corrections / changes. Finance Administration to verify changes made.
3/8/2022	Council Strategic	Department presentation of priorities/needs: **Water, Energy, Legislative**
3/31/2021		Develop Proposed 2023 Budget (Finance Staff / City Manager) ****NO CHANGES WILL BE CONSIDERED AFTER APRIL 1ST******
3/25/2022	TBD	Budget wrap-up meeting - City Manager, Finance Director, Senior Budget Analyst, Budget Analyst
4/15/2022	TBD	City Council Budget Workbooks ready for distribution.
4/19/2022	4:00 PM	Budget Workshop, Presentation
5/2/2022	12:00 PM	Staff Report to Call for Public Hearing on June 14, 2022 due in Civic Clerk for May 10, 2022 Agenda
5/24/2022	12:00 PM	Public Hearing Notice to EJ and Observer (May 28th publication)
6/14/2022	6:00 PM	Budget Public Hearing
6/14/2022	6:00 PM	Adoption of Budget

Council

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: City Council

VIA: Brian J, Borne, Interim City Manager

DATE: October 12, 2021

FROM: Matthew Black, Downtown Director

SUBJECT: Morgan-Windsor Alley Project Presentation

SUMMARY STATEMENT

The city is working with McAdams to design and construct the Morgan-Windsor Alley in the downtown area. Dan Lambert, Landscape Architect from McAdams, is presenting the final drawings and providing results from the public input sessions.

REVIEW

The Morgan-Windsor Alley project will improve the downtown experience by providing an urban public space or "third" place. This project also combines accessibility, safety, livability, walkability, environmental and infrastructure improvements. The project would complement the Monroe Hardware Warehouse Lofts and the surrounding Commercial spaces.

The improvements are in line with the Downtown Master Plan and would re-open an interior block alley allowing for pedestrian passage/connector, ingress/egress at the rear of buildings, and allow for easier development of adjacent properties.

RECOMMENDATION

No action is needed at this time.

Attachment(s):

STAFF REPORT

TO:	City Council
VIA:	Brian J. Borne, Interim City Manager
DATE:	October 12, 2021
FROM:	Debra Chestnut Reed, Director of Human Resources
PREPARED BY:	Debra Chestnut Reed, Director of Human Resources
SUBJECT:	Diversity, Equity, and Inclusion Committee Update

SUMMARY STATEMENT

The Chair of the Diversity, Equity, and Inclusion Committee Surluta Anthony will provide City Council with an update on the Diversity, Equity, and Inclusion Committee.

REVIEW

During the first meeting of the Diversity, Equity, and Inclusion Committee on August 18, 2021, the Committee approved a motion to request that Councilwoman/Chairperson Surluta Anthony present a recommendation to City Council to change the Committee's meeting schedule from quarterly to monthly meetings. This meeting schedule change would help facilitate the training of the participants of the Diversity, Equity, and Inclusion Committee by Dr. James Samuel of Insight Consultants.

RECOMMENDATION

The Diversity, Equity, and Inclusion Committee is requesting City Council to approve the recommendation to change the meeting schedule from quarterly meeting to monthly meetings.

STAFF REPORT

TO:	City Council
VIA:	Brian J. Borne, Interim City Manager
DATE:	October 12, 2021
FROM:	Matthew Black, Downtown Director
PREPARED BY:	Matthew Black, Downtown Director
SUBJECT:	Downtown Monroe Social District Discussion

SUMMARY STATEMENT

Staff will present information on a Downtown Monroe Social District.

REVIEW

Council Member Franco McGee and Council Member Angelia James have requested a discussion on a Social District in Downtown Monroe.

RECOMMENDATION

Staff will present information on a Social District in Downtown Monroe

North Carolina's New Law on Social Districts

House Bill 890 – ABC Omnibus Legislation – was passed by the NC House and Senate on Wednesday, September 8, 2021 and signed by the Governor on September 10. Included in House Bill 890 is a provision that allows the creation of social districts in North Carolina. The North Carolina Retail Merchants Association was the major interest group pushing for the passage of this important legislation to drive foot traffic to downtown businesses and level the playing field for brick-and-mortar businesses with ABC permits.

Questions? If you need further clarification or more information on this new law, do not hesitate to contact Elizabeth Robinson at elizabethr@ncrma.org or Andy Ellen at andye@ncrma.org who are happy to assist you.

What is a Social District?

A defined outdoor area in which a person may consume alcoholic beverages sold by an ABC permittee. This term does not include the ABC permittee's licensed premises, or an extended area allowed under G.S. 18B-904(h).

Who Can Designate a Social District?

House Bill 890 did not create a statewide social district but instead allows cities and counties to "opt-in" to social districts via an ordinance.

A city may adopt an ordinance designating an area within the municipal limits as a social district under G.S. 160A-205.4. A county may adopt an ordinance designating a social district for an area located outside a municipal boundary under G.S. 153A-145.9.

What are the Requirements for a City or County to Create a Social District?

1) Social districts must be clearly defined and post signage in conspicuous locations indicating:
   a) The area included in the social district.
   b) The days and hours during which alcoholic beverages can be consumed in the social district.
   c) The telephone number for the ALE Division and Local Law Enforcement with jurisdiction over the social district.
   d) A clear statement that an alcoholic beverage purchased for consumption in a social district shall:
      - only be consumed within the social district and
      - be disposed of before the person possessing the alcoholic beverage exits the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased. (G.S. 18B-904.1(c)(1)).
2) Social districts are only allowed to operate during hours defined under G.S. 18B-1004: from 7:00 am until 2:00 am Monday – Saturday and noon until 2:00 am on Sunday. If the local government has allowed for earlier Sunday Sales, a social district may operate beginning at 10:00 am on Sunday. (G.S. 18B-904.1(c)(1)).
3) A city or county designating a social district is required to establish management and maintenance plans for the social district and post these plans, along with a drawing of the boundaries and the applicable

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days and hours of the social district, on the city's or county's website. A social district must be maintained in a manner that protects the health and safety of the general public. (G.S. 18B-904.1(c)(2)).

4) Before a social district can become operational, a city or county must submit to the North Carolina Alcoholic Beverage Control Commission a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed. (G.S. 18B-904.1(c)(3)).

Who Can Sell Alcohol in a Social District?

Under G.S. 18B-904.1(a)(1) a business holding any of the following ABC Permits may sell alcohol to be consumed in a social district:

1) An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
2) An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
3) An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
5) A distillery permit issued pursuant to G.S. 18B-1100(5).

What Additional Rules Do ABC Permittees Have to Follow to Sell Alcohol Within a Social District? (G.S. 18B-904.1(d))

First, an ABC Permittee must be located in or contiguous to the social district in which it is selling alcohol to be consumed.

Secondly, the ABC Permittee is only allowed to sell and serve alcoholic beverages on its licensed premises. In other words, the ABC Permittee cannot sell alcoholic beverages in the street or down the street from its licensed premises just because the ABC Permittee is located in, or contiguous to a Social District.

Third, alcoholic beverages that are being sold to be consumed in a social district can only be sold in a container that meets all the following requirements.

1) The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
2) The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
3) The container is not made of glass.
4) The container displays, in no less than 12-point font, the statement, "Drink Responsibly – Be 21."
5) The container cannot hold more than 16 fluid ounces.

Finally, the ABC permittee must prohibit a person from entering or reentering its licensed premises with an alcoholic beverage not sold by the ABC permittee. As an example, XYZ Restaurant sells John Smith a cup of wine. John Smith cannot reenter XYZ Restaurant with a cup of beer John Smith bought at Acme Brewing located within the same social district. John Smith also cannot enter XYZ Restaurant for the first time with the cup of beer John Smith bought at Acme Brewing.

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If I am a business in the social district but I do not want customers coming into my store with alcoholic beverages, do I have to participate?

Any business without an ABC permit located in or contiguous to the designated social district has the option to participate, or not, in allowing customers with beverages to enter their premises. For example, Printer's Books may remain open during designated social district hours but decide to post a sign that alcohol beverages (or any beverages) are not allowed in their store even if they are located inside of the social district.

Likewise, a business with an ABC permit located in or contiguous to the social district may also decide to participate or not participate in allowing customers to leave their premises with an open container. However, a business with an ABC permit is prohibited from allowing a customer to enter their premises with an alcoholic beverage purchased from another ABC permittee located in the social district.

What Requirements do Customers Have to Follow Within a Social District? (G.S. 18B-904.1(e))

First, a person can only possess and consume alcoholic beverages purchased from an ABC permittee located in or contiguous to the social district. A person cannot bring their own personal beer or wine into the social district for consumption.

Second, any alcoholic beverages consumed in the social district must be consumed from the required container described above. In other words, a person cannot pour their wine or beer into a solo cup or any type of container other than the one meeting all the requirements for social districts.

Third, alcoholic beverages shall only be possessed and consumed in the social district during the days and hours set by the city or county. If a city designates an area as a social district from 9:00 pm until Midnight on Friday and Saturdays, a person cannot consume alcohol in the social district at 9:00 pm on Wednesday.

The sale and delivery of alcohol in a social district is subject to the same limitations for sales and deliveries of alcohol in North Carolina:

- No more than two malt beverage or wine drinks at one time to a single patron
- No more than one mixed beverage or spiritous liquor drink at one time to a single patron

Finally, a person is required to dispose of any alcoholic beverage in the person's possession prior to exiting the social district unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchased. In other words, if a person is leaving the social district area, they must pour out or throw away their alcohol. They also cannot take it with them into any other business that sells alcohol. They may **only** take their alcoholic drink into the establishment where they bought it or a participating business that does not sell alcohol.

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Social Districts

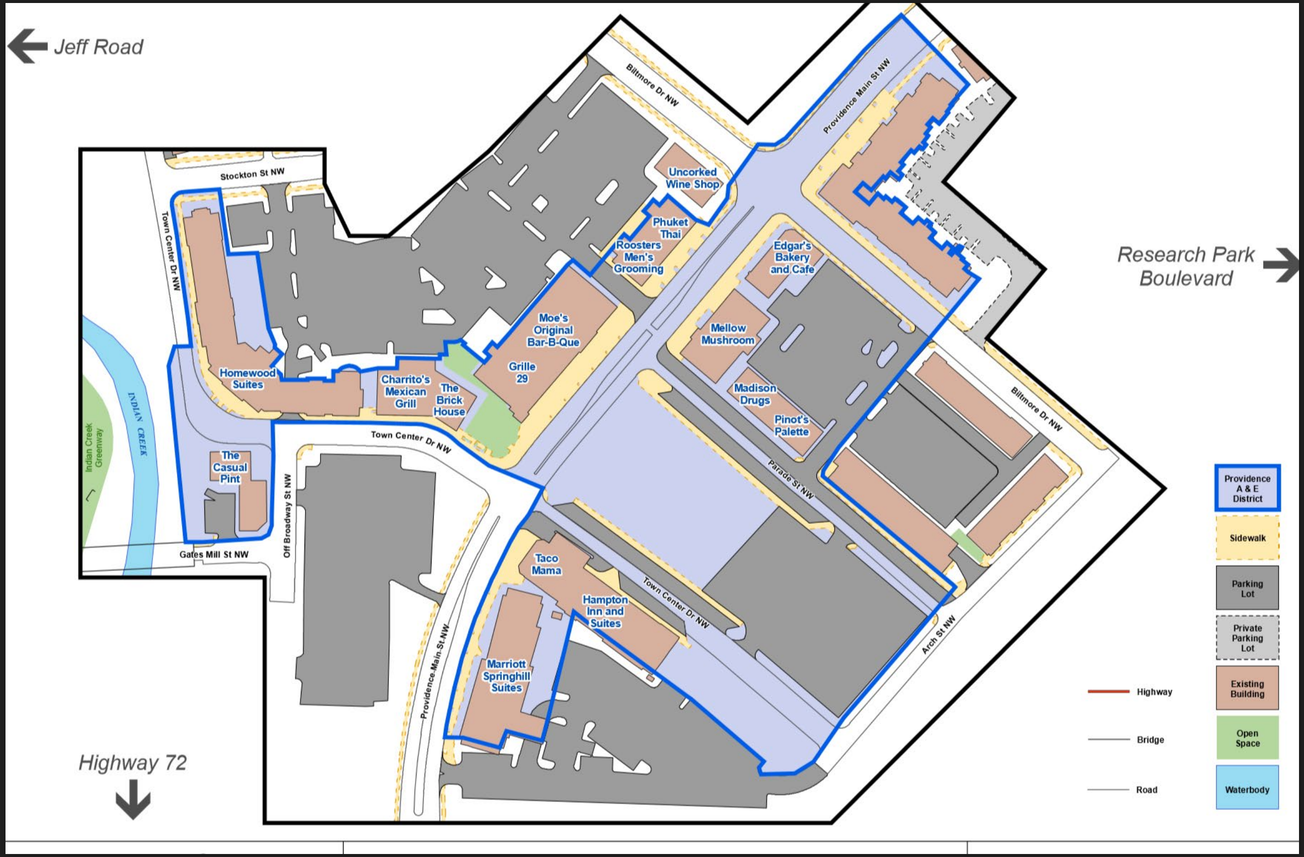
Matt Black, Downtown Director

Background

- NC Legislators passed HB890 on September 8, 2021
- Allows local governments to establish “common areas” where patrons of existing ABC alcohol permittees can freely assemble to consume purchased beverages

Requirements- City

- City may adopt an ordinance pursuant to ncgs 160 a-205.4 and 18b-904.1
  - District must be clearly defined (outdoor common places only)
  - Area must be displayed on site with signs in conspicuous locations



Requirements- City

- Post signs showing areas in district which provide:
  - Days and hour alcohol can be consumed
  - ALE division with phone number
  - Local law enforcement jurisdiction
  - Clear statement :
    - Must purchase and consume alcohol beverages in the district
    - Proposed hours

Requirements- City

- City must establish management and maintenance plans on website
- Post renderings of the district boundaries
- Days and hours during which beverages may be consumed

Requirements- Permittees

- Only sell on their licensed premises
- Use containers that:
  - Show where drink was purchased
  - Use a common logo
  - No glass
  - Max 16 fl oz.

Requirements – General

- Alcoholic beverages must be purchased from the district permittee
- Meet container requirements
- Must be consumed during the Social District days and hours
- Can serve 2 beers or wine to a patron at a time
- Must be disposed prior to exiting the district

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	City Council
VIA:	Brian Borne, Interim City Manager
DATE:	October 12, 2021
FROM:	R. Christopher Platé, Executive Director of Economic Development
PREPARED BY:	R. Christopher Platé, Executive Director of Economic Development
SUBJECT:	Interlocal Organization and Operating Agreement to create the Monroe-Union County Economic Development Commission

SUMMARY STATEMENT

City Council is requested to consider approving the Interlocal Organization and Operating Agreement with Union County to form the Monroe-Union County Economic Development Commission.

REVIEW

Beginning in January of 2013, the City of Monroe and Union County created the first unified voice for economic development in the county in over 20 years when they entered into an Interlocal Agreement to provide economic development services for the entire county. Over these 8+ years the joint economic development effort has been in place, there has been approximately $3 million dollars of duplicate administrative cost savings to the taxpayers of Monroe and Union County.

The first Interlocal Agreement recognized the contributions, both financially and in-kind by both parties and merged the two separate commissions into one Board of Advisors. This Interlocal Agreement was in essence a contract with the County for Monroe to perform economic development activities county-wide.

The Interlocal Agreement was renewed in July 2015. That renewal brought a few changes, primarily related to the funding and the roles of the City and County Managers concerning the management, discipline and hiring of the Executive Director position. While these changes helped provide greater influence of the county into the partnership, the organization was still essentially a City Department working on behalf of the County. The term of this 2nd agreement was three years with two (2) one-year renewals.

After the five years, this latest Interlocal was extended for one additional year in June 2020 to give time for the development of the third generation of the agreement.

The City and County staff came together and decided that the next natural maturation of the organization is to become more equal in its governance and therefore, seek to create a stand-along organization with equal members on an Executive Board and retain the primary structure of the current Economic Development Board of Advisors.

The group also recommended the new organization be named the Monroe-Union County Economic Development Commission.

The “Commission” formation allows for equal governance by the two primary funding entities, while retaining a government organization to keep the current employees whole within the State retirement system, current earned City benefits, and other compensations. The retention of State retirement also maintains a strong competitiveness in the recruitment of successive staff members and Executive Director.

The Executive Board will have of six (6) total members. Monroe and County will each have three (3) members, consisting of the City and County Managers and two City appointees and two County appointees. This group will act as the governing body approving budgets, policies and management of the Executive Director.

The Economic Development Board of Advisors will retain their current role of advice and consent on incentives packages, marketing initiatives, development of work plans and other strategic items related to the activities of recruitment and retention of investment and jobs.

The Executive Director will have sole authority of the staff, including, but not limited to the hiring, salaries, promotions and/or removal of persons employed by the Commission.

The organization will contract for current services that may be covered by the City of Monroe or Union County currently. This could include, but not limited to Healthcare services, Financial services, etc. Some or all of these services could be supplied by the City or the County based on value and costs.

The new formation also allows for more flexibility to serve the other municipalities in Union County through supplemental agreements for specific economic development services they desire beyond the base economic development activity provided by the County’s funding. These could include specialized marketing initiative, industrial/office park development, and dedicated staffing.

The new Monroe-Union County Economic Development Commission, will have base funding equally from the City of Monroe and Union County with annual adjustments to cover inflation and other cost increases. This base amount is needed to increase due to the fact that the organization’s administrative costs will increase as a result of the independent nature of its operation. The City and the County will retain oversight of the Commission through its equal representation on the Executive Board. This way, both Monroe and Union County will have equal oversight in exchange for equal funding.

All assets of the current economic development office will become property of the new Monroe-Union County Economic Development Commission.

The Executive Director or staff designee will also retain the responsibility of attending City and County staff meetings and will perform regular reporting to the Monroe City Council and the Union County Board of County Commissioners.

The Union County Board of County Commissioners approved the agreement at their regular meeting held on September 20, 2021.

RECOMMENDATION

It is the recommendation of the Monroe-Union County Economic Development Staff and the Monroe-Union County Board of Advisors that Monroe City Council approve the Interlocal Organization and Operating Agreement with Union County to form the Monroe-Union County Economic Development Commission.

The recommended action before City Council:

Adoption of Joint Resolution agreeing to form the Monroe-Union County Economic Development Commission and authorizing the Interim City Manager to execute the Interlocal Organization and Operating Agreement.

Attachment: R-2021-82

NORTH CAROLINA

INTERLOCAL ORGANIZATION AND OPERATING AGREEMENT

UNION COUNTY

THIS INTERLOCAL ORGANIZATIONAL AND OPERATING AGREEMENT is entered into this the ____________ day of ____________________________, 2021, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter "County"), and the **CITY OF MONROE**, a municipal corporation chartered under the laws of the State of North Carolina (hereafter "City").

WHEREAS, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 158-8 *et seq*., 160A-460 *et seq.*, and 153A-445 to enter into agreements and partnerships for economic development purposes; and

WHEREAS, an interlocal agreement has been in place since January 2013, pursuant to which the County and the City established Monroe-Union County Economic Development as a joint county-wide economic development program; and

WHEREAS, the current interlocal agreement between the County and the City expires after December 31, 2021; and

WHEREAS, it has been and will continue to be mutually beneficial to both the County and the City for the County and the City to remain joined in successfully promoting economic development activity in the City of Monroe and the County of Union; and

WHEREAS, both the County and the City desire to continue this partnership for economic development through the establishment of a new entity, the Monroe-Union County Economic Development Commission (the "Commission"), with the purpose, governance, organizational structure, powers and duties, and activities as provided herein and the resolution establishing the Commission (the "Establishing Resolution"); and

WHEREAS, the County and City have adopted, or will adopt along with this Agreement, the Establishing Resolution creating the Monroe-Union County Economic Development Commission.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree to reorganize their economic development efforts and create the Monroe-Union County Economic Development Commission pursuant to the Establishing Resolution under the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to set forth the organizational structure and operational terms for the Monroe-Union County Economic Development Commission ("Commission") consistent with the Establishing Resolution. Commission shall conduct economic development activities county-wide, including recruitment of new and retention of existing manufacturing, distribution and commercial office development, administration

of the Union County Economic Development Incentive Grant Program, administration of the Union County Commercial Infrastructure Grant Program, development of commercial and industrial park properties, and any other lawful purpose. The level and nature of participation by any municipalities in Union County other than the City of Monroe may be provided as set forth in this Agreement.

2. **COMPOSITION/ORGANIZATION.**

a. **Board of Directors.** The Monroe-Union County Economic Development Commission Board of Directors ("Board") shall be the governing body of the Commission. The duties and responsibilities of the Board are further defined in Section 3 below.

The Board membership shall originally include six (6) members: (i) the Union County Manager, (ii) the Monroe City Manager, (iii) two (2) members appointed by County, and (iv) two (2) members appointed by City ("Board Members"). The County Manager and City Manager shall serve *ex officio* as part of the duties of their position with the County or City. If other members of the Board are appointed from among the County Commissioners, City Council, or other public officers, such Board Members shall serve *ex officio* as part of the duties of their official position.

The Board Members shall serve one (1) year terms, with all such terms commencing on July 1 of each year and expiring on June 30 of each year, provided that each member shall serve until his or her successor is appointed (however, original Board Members appointed upon establishment of the Commission shall serve a term which shall run from appointment through June 30, 2023). If such a Board Member no longer serves in the office giving rise to their ex officio Board appointment, that person shall be deemed to have vacated their office on the Board. The appointing board shall appoint a new member, as qualified above, to serve the remainder of the unexpired term.

b. Board of Advisors. An Economic Development Advisory Board ("Advisory Board") shall be established to make recommendations to the City or County regarding economic development incentives and to advise the Board from time to time concerning economic development policies and recruitment and retention practices of the Commission. The Advisory Board that exists as of the date of execution of this Agreement shall continue, with the membership composition to include twenty-six (26) members as follows: (i) eight voting members appointed by City; (ii) eight voting members appointed by County; (iii) four non-voting ex officio members composed of the President of Wingate University (or approved designee), President of South Piedmont Community College (or approved designee), Superintendent of Union County Public Schools (or approved designee), and the President of the Union County Chamber of Commerce; and (iv) the six members of the Board serving as non-voting ex officio members by virtue of their office as Board Members. Advisory Board members serving *ex officio* shall not be counted for purposes of constituting a quorum.

The Advisory Board will determine how the chairperson and vice-chairperson of the Advisory Board are appointed or elected from among its voting members. Voting members shall serve for terms of three (3) years. All non-voting *ex officio* members of the Advisory Board shall serve by virtue of their position, with their term expiring when vacating such underlying position. All voting members shall serve three-year terms. All terms for voting members shall begin on January 1 and expire on December 31 of the last year of the member's term, provided that each member shall serve until his or her successor is appointed and sworn in.

3. **POWER AND DUTIES OF THE BOARD OF DIRECTORS.**

a. The Board shall be delegated the powers and duties of an economic development commission pursuant to N.C.G.S. § 158-8 *et seq*., which include the following:
   i. Receive from any municipal, county, joint or regional planning board or commission with jurisdiction within its area an economic development program for part or all of the area;
   ii. Formulate projects for carrying out such economic development program, through attraction of new industries, encouragement of existing industries, encouragement of agricultural development, encouragement of new business and industrial ventures by local as well as foreign capital, and other activities of a similar nature;
   iii. Conduct industrial surveys as needed, advertise in periodicals or other communications media, furnish advice and assistance to business and industrial prospects which may locate in its area, furnish advice and assistance to existing businesses and industries, furnish advice and assistance to persons seeking to establish new businesses or industries, and engage in related activities;
   iv. Encourage the formation of private business development corporations or associations which may carry out such projects as securing and preparing sites for industrial development, constructing industrial buildings, or rendering financial or managerial assistance to businesses and industries; furnish advice and assistance to such corporations or associations;
   v. Use grant funds to make loans for purposes permitted by the federal government, by the grant agreement and in furtherance of economic development; the Commission may delegate to another organization or agency the implementation of the grant's purpose, subject to approval by the federal agency involved and the Board; and
   vi. Carry on such other activities as may be necessary in the proper exercise of the functions described herein.

b. The Board shall have the power to adopt such bylaws, rules, and regulations for its own guidance and for the organization and governance of the Commission, including election and terms of any officers of the Board, as may be reasonably necessary for the discharge of its duties, in conformity with applicable law. Such election of officers shall include election of a chairman from its members. The chairman of the Board shall serve a one year term. The initial Board chairman shall be elected by the

Board members appointed by the City. After the expiration of the initial Board Chairman's term (which initial Board Chairman's term shall run from original election through June 30, 2023), the next Board chairman shall be elected by the Board members appointed by the County for the following one year term. Thereafter, the Board chairman shall alternate years of election by Board members appointed by the City and Board members appointed by the County. The Board's rules shall provide that the Board meets regularly, at least once every three (3) months, at places and dates specified in the rules. The rules may provide that special meetings may be called as provided in such rules.

c. The Board shall be responsible for the policy, strategy, long-range planning, and budget of the Commission, including conducting all economic development activities county-wide, including recruitment of new, and retention of existing, manufacturing, distribution and commercial office development. The Board shall solicit input from the Advisory Board as it deems appropriate to support these efforts. The Board's chairman may also appoint any other committees as the work of the Commission may require.

d. The Board may, within the limits of appropriated funds, appoint, set the annual compensation of, suspend, and remove the Executive Director of the Commission, and delegate executive powers to the Executive Director of the Commission (as further described in Section 4 of this Agreement).

e. The Board may provide for its employees, within the limits of appropriated funds, health insurance (including for retirees), retirement benefits (including participation in LGERS), deferred compensation plans, other insurance benefits, and any other benefits allowed or required by law (and as further described in Section 4 of the Agreement).

f. The Board may, within the limits of appropriated funds, contract with consultants for such services as it may require, and contract with the State of North Carolina or the federal government, or any agency or department thereof, for such services as may be provided by such agencies; and it is hereby empowered to carry out the provisions of such contracts as it may enter.

g. The Board shall be responsible for ensuring the Commission carries out the Work Plan, and recommends any annual amendments to the Work Plan, as such Work Plan is described in Section 5 of the Agreement.

h. The Board may consider and provide recommendations to City, County, and any municipality regarding potential local incentives as City, County, or municipality may provide in accordance with Chapter 158 of the North Carolina General Statutes and all other applicable law.

i. The Board may provide input regarding the activities of the Union County Economic Development Growth Enterprise, Inc. non-profit corporation.

j. The Board shall develop and approve an annual budget which shall be administered under the provisions of Chapter 159 of the North Carolina General Statutes and be subject to an independent audit in that the Commission is a local government public authority pursuant to N.C.G.S. § 159-7(10). The Board shall also obtain an annual independent audit of Commission accounts consistent with generally accepted accounting principles, and submit a copy of the audit to City and County.

k. The Board may accept, receive, and disburse in furtherance of its functions any funds, grants, and services made available by the federal government and its agencies, the State government and its agencies, any municipalities or counties, and by private and civic sources.

l. The Board shall be delegated the power to appoint a budget officer for the Commission who shall perform the duties required by Chapter 159 of the North Carolina General Statutes and applicable law.

m. The Board shall be delegated the power to appoint a finance officer for the Commission who shall ensure expenditure of funds consistent with the budget adopted by the Board and perform all other duties required of such position by Chapter 159 of the North Carolina General Statutes and applicable law.

n. The Board shall be delegated the power to assure compliance with all applicable state and federal law and eligibility for the receipt of any state or federal funds.

o. The Board shall be delegated the power to defend and indemnify, to the extent permitted by applicable law, its officers, directors, board members, and employees, as further set forth in Section 8 below.

p. The Board, any staff, employees, or other agents shall not have the authority to incur any debt, obligation, liability, or other expense, not otherwise provided for in existing appropriations, which would purport to place any liability for such debt upon City or County without an express vote of approval from City and/or County approving such indebtedness.

4. **PERSONNEL**. The Executive Director of the Commission ("Executive Director") shall be delegated the executive powers of the Commission and be considered the chief administrative staff member designated for carrying out the purposes of the Commission. The initial Executive Director of the Commission shall be the current Executive Director of Monroe-Union County Economic Development who is employed by City immediately prior to the Transition Date (as defined in Section 9 of the Agreement).

Thereafter, the Executive Director shall be appointed by the Board. The Executive Director shall be suspended or removed in the discretion of the Board, upon the joint recommendation of the County Manager and City Manager. The Executive Director is permitted and encouraged to attend and participate in management level meetings and activities of both County and City.

The Executive Director shall be responsible for the appointment, discipline, suspension, and removal of all other employees of the Commission.

In its initial formation, the Commission shall offer employment to those employees of City assigned to Monroe-Union County Economic Development immediately prior to the Transition Date ("Transitioning Employees") upon substantially equivalent terms and conditions of employment as existed for the Transitioning Employees prior to the Transition Date. The parties agree to cooperate expeditiously in the transition of the Transitioning Employees to the Commission. The Commission, City, and County shall use their best efforts to provide Transitioning Employees with benefits, including vested benefits, that are substantially equivalent to those provided to Transitioning Employees in their previous employment prior to the Transition Date, including without limitation accrued and accruing vacation leave, sick leave, holiday leave, or other paid time off. City shall provide financial contributions and approvals, as necessary, to ensure that credit for accrued or vested benefits prior to the Transition Date for Transitioning Employees are provided without cost to the Commission.

The Commission may, by written agreement and consistent with applicable law, utilize the employees, service providers, or services of County or City for purposes of financial reporting, payroll administration, benefits administration, or other administrative operations of the Commission.

5. **PRODUCT DEVELOPMENT, OUTREACH, REPORTING, AND ADDITIONAL MUNICIPAL SERVICES**.

a. Product Development. Site specific product development is critical to a successful economic development program and may include such activities as industrial or commercial park development, speculative building development, and site specific infrastructure development. The annual amounts identified in Section 6 and paid by County and City to Commission do not include costs associated with product development. The Board, either itself or through the Advisory Board, may consider and recommend specific site development activities as part of its Work Plan development. For such projects, the Commission shall collaborate with the County and City to determine the most efficient and effective process to make appropriate administrative decisions with respect to development and marketing strategies and plans. Any product development may be subject to approval and funding by County or City.

b. Outreach. During the term of this Agreement, the Executive Director shall perform outreach to the other thirteen 13 municipalities in Union County to solicit their participation in the continued updating of the county-wide economic development work plan adopted and amended under the previous interlocal agreement for Monroe-Union County Economic Development between County and City (the "Work Plan").

Commission shall update the Work Plan on an annual basis. After Commission has determined each year those municipalities that desire to participate in the Work Plan, Commission shall collaborate with City, such participating municipalities, and with County for those areas outside municipal limits, to determine (i) the individual needs of each community, (ii) the strategies to be utilized by Commission for meeting such needs, (iii) the type of development each seeks to encourage, (iv) the level of participation desired, (v) the frequency and nature of reports and presentations by Commission to the stakeholder municipalities, and (vi) such other matters as deemed appropriate by City, County, and the stakeholder municipalities. When Commission has gained consensus regarding such terms, Commission shall incorporate them into a Work Plan update and provide a draft for County and City review not later than April 30 of a given year. The parties shall finalize and adopt the Work Plan, or update thereto not later than June 30 of each year. The Work Plan shall be considered, as amended, an amendment to this Agreement and adoption of such Work Plan shall be deemed a material term of this Agreement.

c. Reports. In addition to services otherwise provided by Commission pursuant to this Agreement, including those services required in the Work Plan, Commission shall also provide the following quarterly written reports to the County Manager, City Manager, Board, and Advisory Board, including:

- Number of business inquiries;
- Number of calls on existing industries; and
- Status reports on current projects.

In addition, the Commission shall provide the following information in an annual written report to County Manager/Board of Commissioners, City Manager/Council:

- New jobs that can be attributed to the Commission;
- Average wage for jobs announced by companies that can be attributed to the Commission;
- Total capital investment announced by companies that can be attributed to the Commission;
- Retention activities and the number of jobs impacted that can be attributed to the Commission;
- Tracking/trends of the Union County unemployment rate in comparison with the surrounding counties, the Charlotte region, and the State of North Carolina;
- Overall percentage and net change of commercial/business tax base within Union County and the City of Monroe (via reporting by the Union County Assessor's Office); and
- Total square footage of commercial/industrial and office buildings available within Union County and the City of Monroe and the marketable condition of this space.

The Commission shall also provide an annual presentation summarizing its efforts to County (upon request by its Board of Commissioners) and City (upon request by its Council), and shall provide such other reasonable report and information as are requested from time to time by County or City.

d. Services to Non-Party Municipalities. Union County municipalities that are not a party to this agreement may benefit from the Commission's promotion of City or County assets such as parks, recreation facilities, transportation infrastructure, building sites, education and workforce development resources, hospitality, healthcare, and other community assets attractive to businesses or industries desiring to locate or expand in the City or County. Additionally, the Commission may assist a non-party municipality in its economic development activities through general economic development research, business and industry environment reports, or incentive management related to location or expansion of a business or industry in the City of Monroe or Union County that is part of the regular business of the Commission. If, however, a non-party municipality desires specific research or support related to targeted business recruitment strategies, special staffing support arrangements, or support of a particular economic development project within or contiguous to its municipal boundary that is not endorsed by the City or County, then the Commission may enter in to interlocal agreements (subject to approval by the Board) for the provision of such services in return for commensurate consideration from the non-party municipality.

6. **CONTRIBUTIONS AND FINANCING**. During the term of this Agreement, as defined in Section 9, both County and City shall contribute, at a minimum a base contribution to the Commission annually (each party's such contribution is shall be referenced as a "Base Contribution"). The Base Contribution for each party for FY 2022-2023 shall be a 50/50 share of the total monies required to be contributed by City and County to Commission for FY 2022-2023 pursuant to this Agreement, which Base Contribution amount shall take into account the value of in-kind services, including whole or partially funded full-time equivalent position(s), provided to the Commission by either party (as such Base Contribution amount for FY 2022-2023 is identified in Exhibit A). Each Base Contribution shall be used by the Commission to finance its operations and administrative costs, provided that such payments shall exclude the cost of any incentives paid by County and City. County or City may provide additional funds to Commission beyond its Base Contribution, with such additional payments being at the discretion of the party providing such a contribution.

County and City shall each provide its Base Contribution to Commission in increments of two (2) equal installments, payable on or before the first day of each fiscal year and the first day of each calendar year, beginning on July 1, 2022 (except that the first such payment under this Agreement shall be payable within thirty (30) days of the Transition Date).

For each fiscal year the Agreement is in effect, beginning on July 1, 2023, both City and County will adjust its annual Base Contribution by an increase of at least two percent

(2%) of the previous year's Base Contribution. The combined annual Base Contribution to the Commission between County and City shall be referenced as the "Combined Annual Base Contribution."

The Base Contribution of County and City for FY 2022-2023 is set forth in Exhibit A of this Agreement, which is attached and incorporated herein by reference. Exhibit A also provides an estimated schedule for each party's Base Contribution beyond FY 2022-2023 during the Initial Term of this Agreement (reflecting an annual 2% increase).

Commission shall maintain accurate and detailed financial records, in accordance with generally accepted accounting principles, consistently applied, for all expenditures or costs related to the Commission. County and City have the right to inspect, examine, and make copies of all financial books, records and accounts of Commission during normal business hours and may audit financial records upon reasonable notice. Within ninety (90) days following the end of each fiscal year during which this Agreement is in effect, Commission shall provide a copy of its annual audit to County and City. In the event it is determined that funds provided to Commission pursuant to this Agreement have been expended in a manner inconsistent with the provisions of this Agreement, then Commission agrees to refund any such funds to County and City based on a pro-rata share of total Commission funding.

City agrees that all funds currently within the fund balance associated with Monroe-Union Economic Development and other assets controlled or used by Monroe-Union Economic Development as of the Transition Date shall be transferred to the Commission.

7. **PROPERTY OWNERSHIP**. All buildings, grounds, facilities, furniture, equipment, technology, and other assets purchased by either County or City shall remain the property of County or City, except that which has been transferred to the Commission by the City on the Transition Date. Within the limits of appropriated funds, the Commission may lease, rent, or purchase, or otherwise obtain suitable quarters and office space for its staff, and may lease, rent, or purchase necessary furniture, fixtures, or other equipment. No real property shall be owned or titled in the name of the Commission, but shall instead be owned by County and City as tenants in common. Upon termination of the Agreement or dissolution of the Commission, any Commission property and jointly owned property shall be governed by Section 10 of this Agreement.

8. **INSURANCE COVERAGE AND INDEMNIFICATION**. Commission shall maintain insurance coverage for property owned or used by the Commission for its services. Commission shall also maintain reasonable insurance coverage for the Commission and its directors and officers, specifically including, without limitation, Directors & Officers coverage, general liability coverage, workers' compensation coverage, and any other insurance coverage required by law.

The Commission shall, to the extent permitted by applicable law, indemnify each person who may serve or who has served at any time as an officer, director, board member, or employee of the Commission against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties, and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith or in the reasonable belief that such action was in the best interest of the Commission; and further provided that any compromise or settlement payment shall be approved by the Board Members who are not at that time parties to the proceeding, unless otherwise delegated to the Executive Director (subject to any necessary budgetary and appropriation approval of County and City).

9. **TERM AND TERMINATION.** This Agreement shall become effective as of January 1, 2022 (the "Effective Date"). The date on which the City shall transfer personnel to the Commission as required by this Agreement is July 1, 2022 ("Transition Date"). The Agreement shall have an initial term running from the Effective Date through June 30, 2027. The Agreement shall automatically renew at the end of the then-current term for three (3) year terms ("Renewal Terms") until terminated in writing. Either party may terminate this Agreement, without cause, by giving at least two (2) years' written notice adopted by resolution of its governing board that it wishes to terminate the Agreement and withdraw from the Commission.

If this Agreement expires or is terminated as provided for herein, the provisions of Section 10 for the dissolution of the Commission shall apply.

10. **DISSOLUTION**. If the Agreement expires or is terminated as provided by Section 9 or operation of law, the provisions of this Section 10 shall apply. Such events shall be considered a dissolution of the Commission. Upon dissolution, the property owned or purchased by or for County or City individually, shall remain the respective property of County or City. Property owned or purchased jointly by County and City shall be divided according to the percentage ownership or interest of each, or should City and County so agree, shall remain jointly owned. Property directly paid for or purchased with Commission funds or by Commission, shall be divided equally between City and County, unless otherwise required by law. The resolution of outstanding debts may be accomplished by agreement of County and City authorized representatives. After all outstanding debts are resolved, any remaining funds shall be distributed equally between County and City.

11. **NO AUTHORITY TO BIND FOR INCENTIVES.** City agrees that neither City nor Commission shall have any authority to bind County to the payment or provision of any economic development incentives. County agrees that neither County nor Commission shall have any authority to bind City to the payment or provision of any economic development incentives. In the event Commission (through its staff, Board, or Advisory Board) deems a project worthy of receipt of incentives from County or City, Commission shall provide its Executive Director to discuss the project with County's Board of Commissioners or City's Council, as appropriate, in closed session and upon request, at

any open session of such governmental bodies, and in sufficient detail as to such governmental bodies to make an informed decision regarding the provision of incentives.

12. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

13. **AMENDMENT.** This Agreement may be amended upon adoption of written amendments executed in writing on behalf of each respective governing body, which may include amendment to the Establishing Resolution if required by applicable law.

14. **JOINT EFFORTS**. This Agreement shall be considered for all purposes as prepared through the joint efforts of the both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.

15. **SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.

16. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County, City, and Commission shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

17. **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants each to the other the existence of all capacity, authority, resolutions, and actions necessary to execute and enter into this Agreement.

**[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.
SIGNATURES FOLLOW ON THE NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

ATTEST	**UNION COUNTY**
______________________________	______________________________
Lynn G. West Clerk to the Board	William M. Watson County Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

____

Finance Officer

ATTEST	**CITY OF MONROE**
______________________________	______________________________
Bridgette H. Robinson City Clerk	Brian J. Borne Interim City Manager

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

____

Finance Officer

EXHIBIT A

Base Contribution Projected Schedule for Initial Term:

Fiscal Year	Union County	City of Monroe
2022-2023	$495,000	$495,000
2023-2024	$504,900	$504,900
2024-2025	$514,998	$514,998
2025-2026	$525,298	$525,298
2026-2027	$535,804	$535,804

NOTE: The parties agree that the Base Contributions will be made for FY 2022-2023 in accordance with this chart. However, the Base Contributions listed for additional future fiscal years are estimates based on the annual increase set forth in Section 6 of the Agreement.

JOINT RESOLUTION OF UNION COUNTY BOARD OF COMMISSIONERS AND MONROE CITY COUNCIL CREATING MONROE-UNION COUNTY ECONOMIC DEVELOPMENT COMMISSION R-2021-82

WHEREAS, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 158-8 *et. seq.*, 160A-460 *et. seq.*, and 153A-445 to enter into agreements and partnerships for economic development purposes, including the creation of economic development commissions; and

WHEREAS, an interlocal agreement has been in place since January 2013, pursuant to which Union County ("County") and the City of Monroe ("City") established Monroe-Union County Economic Development as a joint county-wide economic development program; and

WHEREAS, the current interlocal agreement between the County and the City expires after December 31, 2021; and

WHEREAS, it has been and will continue to be mutually beneficial to both the County and the City for the County and the City to remain joined in successfully promoting economic development activity in the City of Monroe and Union County; and

WHEREAS, both the County and the City desire to continue this partnership for economic development through the creation of a new entity, the Monroe-Union County Economic Development Commission, with the purpose, governance, organizational structure, powers and duties, and activities as provided in this resolution, in the attached Interlocal Organizational and Operating Agreement ("Interlocal Agreement"), and the statutory authority set forth in North Carolina General Statutes Sections 158-8 *et. seq.*; and

WHEREAS, the County and City will adopt the Interlocal Agreement along with the adoption of this joint resolution; and

WHEREAS, the Union County Board of Commissioners and the Monroe City Council each believe it is in the best interests of each of their residents to create the Monroe-Union County Economic Development Commission, promoting efficiency and effectiveness in economic development activities.

NOW, THEREFORE, BE IT RESOLVED BY THE Union County Board of Commissioners and the City Council of the City of Monroe as follows:

1. There is hereby created the Monroe-Union County Economic Development Commission (the "Commission"), pursuant to the authority set forth in North Carolina General Statutes Sections 158-8 *et. seq.*

2. The Commission shall have the powers and duties of an economic development commission pursuant to North Carolina General Statutes Sections 158-8 *et. seq.,* and as may be provided in the Interlocal Agreement.

3. The membership, compensation (if any), terms, and formula for financial support of the Commission are fixed by this joint resolution as set forth in the attached Interlocal Agreement, the terms of which are incorporated into this joint resolution by reference.

4. This resolution, including the Interlocal Agreement, may be modified, amended, or repealed in the same manner as originally adopted.

5. This resolution shall become effective as of January 1, 2022.

Adopted the 20th day of September, 2021 by the Union County Board of Commissioners.

Attest:

____________________________	____________________________
Lynn G. West, Clerk to the Board	Richard B. Helms, Chairman Union County Board of Commissioners

Adopted the 12th day of October, 2021 by the City Council of the City of Monroe.

Attest:

____________________________	____________________________
Bridgette H. Robinson, City Clerk	Marion L. Holloway, Jr., Mayor Pro Tem City of Monroe