CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, May 5, 2022 - 4:00 PM

AGENDA

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1. General Services Committee Meeting Minutes of April 6, 2022

2. Approval of Terminal Space Lease Agreement with the Hertz Corporation

3. Contract Award and Budget Amendment for Legal Expenses for Amotion Process

4. Budget Amendment for the Purchase of Police Vehicles

5. Budget Ordinance to Amend Special Revenue Fund Project Ordinance - American Rescue Plan Act of 2021

6. Approval of Agreement for the Urgent Repair Program

7. Approval of Agreement for Mortgage and Foreclosure Assistance

8. RAISE Grant Opportunity for Downtown District

Other Items

CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING
City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
April 6, 2022 4:00 PM

MINUTES

Present: Committee Member Lynn Keziah (Chairman), Committee Member Mayor Pro Tem Gary Anderson, Committee Member Julie Thompson

Absent: None

Staff: Brian Borne, Interim City Manager; S. Mujeeb Shah-Khan, City Attorney; Lisa Strickland, Finance Director; Ashley Ivey, Accounting Manager; Rob Miller, Interim Energy Services Director; Ron Fowler, Fire Chief; Matt Black, Downtown Director; Chris Platè, Executive Director of Economic Development; Pete Hovanec, Director of Communications & Tourism; Sarah McAllister, Director of Engineering; Lisa Stiwinter, Planning Director; Doug Britt, Senior Planner

Visitor(s): Brenda Atchley; Dana Kerr; Council Member James Kerr

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on April 6, 2022. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from March 3, 2022.
Accounting Manager Ashley Ivey presented the minutes from the March 3, 2022 General Services Committee meeting for the Committee's approval.

Committee Member Thompson moved to approve the Minutes of the General Services Committee Meeting of March 3, 2022.

Chairman Keziah seconded the motion, which unanimously passed with the following votes:

AYES: Chairman Keziah, Committee Member Thompson

NAYS: None

Item 2. Budget Amendment – GASB 87 Leases.
Accounting Manager Ashley Ivey presented a request to approve a budget amendment to designate funds for the City's postage machine lease contract, copier and printer lease contract as well as recognize funds for the City's Airport lease contracts in accordance with a new governmental accounting standard (GASB) 87 that is effective for fiscal year ending June 30, 2022.

In accordance with GASB 87, operating leases for equipment must now be treated as capital assets and amortized over the life of the lease. The monthly lease payments are considered debt payments, rather than operating expenses as previously shown in the financials. Also, the City is a lessor for Airport leases and those must now be recorded differently as well. These Airport lease assets have already been capitalized by the City when put into service, but now the leases have to be recognized as a deferred inflow of resources and amortized over the life of the lease. The budget amendment will move the money into the appropriate categories for compliance with GASB 87.

Staff recommends the General Services Committee approve Budget Amendment BA-2022-11 and forward to City Council for their approval.

Committee Member Thompson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 3. Budget Ordinance – Department of Natural and Cultural Resources Grant.
Communications and Tourism Director Pete Hovanec presented a request to consider acceptance of a grant in the amount of $100,000 and approval of a Budget Ordinance to appropriate these funds to the Monroe Science Center Exhibit project.

In early January 2022, the North Carolina General Assembly directed funding, through the Current Operations Appropriations Act of 2021, to various projects in what is called the North Carolina Department of Natural and Cultural Resources (DNCR Grant). If approved by the General Services Committee and City Council, these funds would be allocated to the purchase and installation of exhibits at the Monroe Science Center.

Staff requests that the General Services Committee recommends City Council approve the acceptance of this grant, approve the attached Budget Ordinance and to appropriate these funds to the Monroe Science Center exhibit project account.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 4. Budget Ordinance – SCIF Grant for Morgan-Windsor Alley Project.
Downtown Director Matt Black presented a request to consider recommending Council approval of an award of bid for the Morgan Windsor Alley, acceptance of a grant in the amount of $250,000 and approval of a Budget Ordinance to appropriate these funds to the Downtown Department.

Award of Bid

Bidders were pre-qualified and an invitation to bid on the construction of the Morgan-Windsor Alley were sent to interested parties. Three (3) interested parties submitted pre-qualification requirements including: J. D. Goodrum, Fairwood Builders, and Hoss Contracting; all of which met the qualification standards. Two (2) of the qualified contractors submitted formal sealed bids including the following prices:

J.D. Goodrum	$1,806,033.50
Hoss Contracting	$2,369,440.00

McAdams Architecture and Staff are recommending award of the construction project for the Morgan-Windsor Alley in the amount of $1,806,033.50. This bid is contingent upon the approval of accepting the SCIF grant and Budget Ordinance allocation.

Funding Sources

Funding for the Morgan Windsor Alley project was previously approved in the amount of $800,000 from the General Fund balance. Due to the rise of construction materials and inflation rates, staff will need additional funding allocated to the project, for completion. The City of Monroe is fortunate to have been awarded a $250,000 grant to alleviate some of the differences in costs.

In early January 2022, the North Carolina General Assembly directed funding, through the Current

Operations Appropriations Act of 2021, to various projects in what is called the State Capital and Infrastructure Funds (SCIF Grant). If approved by the General Services Committee and City Council, these funds would be allocated to the construction of the Morgan-Windsor Alley project.

In total, City Council would need to appropriate additional funding of $821,190.00 (Budget Ordinance 2022-05) for the construction of the Morgan-Windsor Project.

Staff recommends the following:

1. Award of contract to J. D. Goodrum as listed above and authorization for the Interim City Manager to execute necessary documents.
2. Approve the acceptance of the SCIF Grant and appropriate the funds to the construction of the Morgan Windsor Project (as part of BO-2022-05).
3. Approval of Budget Ordinance BO-2022-05 to provide additional funding for the project's completion.

Chairman Keziah asked when staff expected the project to be finished. Matt Black stated we are hoping for less than a year, but probably 12-15 months. Demolition will start within the next month and is separate from this construction.

Mayor Pro Tem asked what the total was now. Matt Black stated the total now is $1,871,190. Matt spoke of how this will benefit the downtown area and Committee members agreed.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 5. Budget Amendment – Downtown Master Plan Update.

Downtown Director Matt Black presented a request to consider a Budget Amendment which includes additional funding for the Downtown Master Plan Update, which was allocated in the FY21 budget.

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

Now, with more certainty in city revenues and budget forecasting, Staff solicited Request for Qualifications from interested consulting firms. McAdams and Stewart were the two firms that submitted responses and Staff scored McAdams higher due to their experience and more diverse background of projects and subcontractors.

The original operating budget request for this project was $100,000, which was the cost of the original contract back in 2008. Staff is seeking an additional $50,000, to move forward with McAdams, which will cover the following scope of work: Community Engagement, Market Analysis, Transportation Analysis, Infrastructure Study, Place making Ideas, Implementation-Maintenance Strategies, Building and Architectural Resources, and Real estate/ Land use Strategies. The additional funding will also provide invaluable services to not only the City's vision and future growth options, but have tools for business and property owners to develop their own assets.

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

Staff recommends General Services Committee move the Budget Amendment forward to City Council's consent agenda for consideration of approval and recommend awarding the Downtown Master Plan Update to McAdams, allowing the Interim City Manager to execute all related documents to award the contract.

Interim Manager Brian Borne stated that the last one was done in 2008, so it is needed.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Committee Member Thompson asked for a copy of the 2008 Downtown Master Plan. Staff will provide her a copy after the meeting.

Item 6. Disposal by Auction Sale of 2004 Freightliner Dump Truck and 2000 Tandem Dump Truck.
Accounting Manager Ashley Ivey presented a request to consider disposal of a 2004 Freightliner Dump Truck and 2000 Volvo Tandem Dump Truck located at Operations Center.

Staff is requesting consideration from General Services Committee to authorize staff to dispose of a 2004 Freightliner Dump Truck and 2000 Volvo Tandem Dump Truck as defined by G.S. 160-270A. Pursuant to G.S. 160-270A and Title III, Chapter 34 of the City of Monroe Code of Ordinances staff is required to seek board approval when the fair market value of surplus personal property is believed to exceed $30,000. It is staff's belief that the potential proceeds of this apparatus may be in excess of $30,000. Therefore, staff requests adoption of a Resolution giving authority to dispose of the 2004 Freightliner Dump Truck and 2000 Volvo Tandem Dump Truck.

Staff recommends City Council authorization of the disposal of the 2004 Freightliner Dump Truck and 2000 Volvo Tandem Dump Truck as defined by G.S. 160-270A by approving Resolution R-2022-31.

Committee Member Thompson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 7. Disposal by Auction Sale of 2004 Freightliner Dump Truck.
Accounting Manager Ashley Ivey presented a request to consider disposal of a 2004 Freightliner Dump Truck.

Staff is requesting consideration from General Services Committee to authorize staff to dispose of a 2004 Freightliner Dump Truck as defined by G.S. 160-270A. Pursuant to G.S. G.S. 160-270A and Title III, Chapter 34 of the City of Monroe Code of Ordinances staff is required to seek board approval when the fair market value of surplus personal property is believed to exceed $30,000. It is staff's belief that the potential proceeds of this apparatus may be in excess of $30,000. Therefore, staff requests adoption of a Resolution giving authority to dispose of the 2004 Freightliner Dump Truck.

Staff recommends City Council authorization of the disposal of the 2004 Freightliner Dump Truck as defined by G.S. 160-270A by approving Resolution R-2022-32.

Committee Member Thompson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 8. Budget Amendment – Acceptance of FAA CARES Grant Award.
Accounting Manager Ashley Ivey presented a request to consider acceptance of a grant from the Federal Aviation Administration's CARES act.

In June of 2021, the City Council approved the acceptance of $82,000 in COVID relief funds, as provided by the Coronavirus Response and Relief Supplemental Appropriation Act (CRRSAA) funds (a.k.a. CARES Act 2 or ACRGP - Airport Coronavirus Response Grant Program). $10 billion in federal funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic.

General Aviation airports are receiving funds under this grant fund program based on their airport categories. The Airport is classified as a "RED" Airport having regional impact to the National Air Transportation System. In this new round of funding, the City was awarded $82,000, and is to be used for eligible expenditures which airport revenues may lawfully be used, pursuant to the FAA's Policy and Procedures Concerning the Use of Airport Revenue (Revenue-Use Policy). Such expenditures are defined as payroll, utility bills, operational expenses, or payment of debt service. The grant is a 100% federal grant with no local match required, and all grant acceptance documentation is handled at the State level as North Carolina is a block grant state (the FAA delegates grant administration authority and responsibility to our state). As this grant has already been accepted by the NC Division of Aviation, Department of Transportation, the funds the City is allocated are available. The only requirement is that the City submit receipts for reimbursement the Airport expenditures that are related to the COVID-19 pandemic.

Staff is requesting General Services Committee recommend to City Council to approve acceptance of the FAA CARES grant in the amount of $82,000 for the Airport operation expenditures in fiscal year 2022.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 9. Budget Amendment – Transfer Funds for the Establishment of the Monroe-Union County Economic Development Commission.

Executive Director of Economic Development Chris Platè presented a request to transfer monies from the Economic Development Fund balance to enable expenditures for the establishment of the new Monroe-Union County Economic Development Commission.

Staff is seeking to transfer $360,000 of fund balance within the Economic Development Fund to allow for the purchase of office items and pay renovation expenses necessary in the creation of the new Monroe-Union County Economic Development Commission. Given that many items have long lead times, it is necessary to start purchasing many items as the new organization will be live on July 1, 2022. The fund balance in the fund as of June 30, 2021 was $475,272.

Staff recommends that General Services Committee recommend the adoption of a Budget Amendment in the amount of $360,000 for the expenditures associated with the establishment of the new Monroe-Union County Economic Development Commission.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 10. Budget Ordinance for Temporary Labor for ERP System Project.

Accounting Manager Ashley Ivey presented to the Committee that the City is in the process of implementing a new Enterprise Resource Planning (ERP) (financial software) System and would like to utilize temporary labor to assist with the remainder of the project.

The City began the process of replacing the existing Enterprise Resource Planning (ERP) (financial software) System in spring of 2020. The timeline to install all of the modules associated with the new system was two years. The final module, utility billing, is anticipated to come online in October 2022. The Information

Technology Director is retiring on April 1, 2022. To ensure that the project continues to progress, Finance would like to hire the retired Director as a temporary employee to continue to work on this project. Savings in the project account from travel funds that were not needed can be transferred to cover the temporary salary expenses. The project was implemented remotely due to Covid19 and travel funds were not utilized. Staff is requesting a Budget Ordinance to transfer funds in the amount of $40,000 to the proper account to hire temporary labor.

Staff recommends that General Services forward to City Council with recommendation to adopt a Budget Ordinance to transfer funding for temporary labor for the ERP Implementation project.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 11. Budget Ordinance – Franklin and Jefferson Street Two-Way Conversion Planning.
Interim City Manager Brian Borne presented a request to (1) to consider the proposal received from American Engineering for the planning of the conversion of Franklin Street and Jefferson Street from one-way to two-way streets; (2) to recommend Budget Ordinance (BO-2022-08) transferring funding from General Fund Balance Formally Assigned for Downtown Parking Lots to Capital Project Study One-way Conversion and (3) to award the contract to American Engineering by City Council.

Engineering Staff was directed by the General Services Committee to move forward with the conversion of Franklin Street and Jefferson Street to two-way streets in May of 2019. Staff advertised a Request for Letters of Interest (LOI) on October 21, 2019 for an updated traffic study, updated estimated costs for design, engineering plans, and construction as well as a recommended path for bringing the conversion of the streets through the North Carolina Department of Transportation (NCDOT)/Charlotte Regional Transportation Planning Organization (CRTPO) rating and funding process.

Three LOI's were received on December 16, 2019. Each of the responses were reviewed and separately scored by a staff committee. American Engineering and RK&K received the highest scores and were selected for follow-up interviews. The two firms were interviewed on January 17, 2020 with staff notifying American Engineering shortly thereafter that they had been selected for the project. Both interviews went well with American Engineering demonstrating more familiarity with the Monroe area, its residents, and various events held here. American Engineering then initiated a project scoping meeting with staff and ultimately submitted a proposal for the planning, analysis, and future funding phase of converting Franklin Street and Jefferson Street to two-way streets.

The attached Budget Ordinance Amendment (BO-2022-08) is needed to set up a new project account to fund the $379,501 fee proposal submitted by American Engineering. Funding is to be appropriated from the General Fund Balance Formally Assigned for Downtown Parking Lots.

Staff recommends approval of (1) Budget Ordinance (BO-2022-08); (2) award of a contract in the amount of $379,501 to American Engineering for the planning, analysis, and future funding phase converting Franklin Street and Jefferson Street from one-way streets to two-way streets and (3) authorization of the Interim City Manager to execute a contract on behalf of the City of Monroe with American Engineering. If the General Services Committee is in agreement, Staff will place these items on the April 12, 2022 City Council consent agenda for approval by Council.

Interim City Manager Brian Borne discussed with the Committee about the project and how it has been in the Downtown Master Plan since 2008 which is needing updated. Staff is requesting funds just to update the study needed at this time. When the City goes through the conversion we need to be ready for all parts of the project and is a major undertaking. There has been some information put out there that the project has a $30M cost, but that is not accurate. He wanted to make that clear to the Committee. Estimates that staff have prepared over the years. The City has many needs and just getting the drawings to be able to put the project out for bid is a $1.2M cost. That number is derived from estimated construction costs. It is estimated at $12M-$15M for actual construction. Chairman Keziah asked if the City could get federal or state grants for this. Staff stated that the first step to do that would be to get the study updated. Staff applied for a Tiger grant in a past year and it actually would have helped fund the engineering and design, which these grants don't normally do. Unfortunately, the City did not receive this grant in the prior years. Staff was told the application was good, they just ran out of funding dollars to award. This is a part of the downtown master plan, but in context of City wide there are many needs and Council will have to decide what their goals are. He stressed that all these numbers are estimates, the only way to get true costs is to put the project out to bid. Chairman Keziah asked what infrastructure needs there were for this. Interim Manager Brian Borne stated the water and sewer infrastructure, etc. would have to be moved, updated during this conversion. You would have to address the area at Old Charlotte and Jefferson and Franklin, the five points area, etc. There might be some more creative solutions now than what was presented in the plan back in 2009. He stated the conversion has been a topic of discussion for many years and it's never gone beyond the conceptual idea due to the price tag and all of the needs the City has. Chairman Keziah stated that your downtown is the heart and soul of your City. Brian agreed most definitely and stated he was just laying out the facts for Council for their decision making and there's no misunderstanding. Mayor Pro Tem Anderson stated that when you look at what we've done to improve the downtown area just in the last 3 years we've spent $20M between the Science Center, Center Theatre and he's very proud of those projects. He'd like to see the City complete the Police Station, Senior Center and other projects before we spend more money on something of this magnitude. We've still got to spend $600M to furnish that building. This is in the FY23 budget, we also have approved Fire Station 6, but haven't decided how to fund the firefighters for the station. He stated there are so many irons in the fire, he doesn't want us to do a study and drawings to sit on a shelf, because we aren't going to have $12-$15M to fund a project like this anytime in the next 5 years without a tax increase and he is not for that. Committee Member Thompson asked what the advantages were of the conversion. Interim Manager Borne stated it is a safety issue with one way streets, etc. Chairman Keziah stated that we have to think out of the box, we have to plan for it or it will never get done. He stated that everything has a priority and importance. Monroe isn't a tiny City and we are going to have to understand that we need to look and see if there's another way this can be done. Interim Manager Borne stated that staff was told to hold off in 2020 because we didn't know the impact of COVID. Chairman Keziah asked that staff continue to look at other ways to move the project forward. Matt Black stated that the study would be needed to apply for grants more than likely. Committee Member Thompson asked how long a study is good for before it's obsolete. Sarah McAllister stated that we would just update traffic counts and other components when needed. Chairman Keziah suggested that staff bring back information on what grant requirements would be.

Mayor Pro Tem Anderson moved to remove the budget ordinance from the Council agenda and have the Downtown Director to bring information to the next Committee meeting on what exactly is needed to apply for grants related to this project.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Visitor and Council Member James Kerr asked the Chairman if he could ask a question. Chairman Keziah stated, yes he could. Mr. Kerr asked Matt Black if there was anything going to be presented for a budget amendment for downtown beautification ideas that they had. Matt stated that he is still meeting with staff and then bring those options forward. He hasn't been able to meet with staff on that yet. There won't be anything in the coming years budget. Interim City Manager Borne stated that no, that request arose after budget meetings and that wasn't included. Matt Black stated that the goal is to update the Downtown Master Plan and use that for key changes coming forward. There was additional discussion about the Morgan-Windsor Alley project, public input sessions and the parklet. City Attorney Shah-Khan suggested since this discussion didn't directly relate to an agenda item, the Chair could decide to continue the discussion under "other" and be able to finish the agenda items. Chairman Keziah asked to move on to the next regular agenda item and to continue this discussion about downtown projects under "other" at the end of the meeting.

Item 12. Energy Services Site Expansion Overview.
Interim Director of Energy Services Rob Miller gave an update to the Committee on the site development and new building for Energy Services. The update included a background of the project, plan overview, next steps and an estimated schedule. The expansion is expected to be completed in 2023.

No action required. For informational purposes only.

<u>Item 13. Ordinance Amendment to Section 32: Boards, Commissions, and Departments.</u>
Planning Director Lisa Stiwinter presented a request to consider an amendment to Section 32 titled "Boards, Commissions, and Departments" of the City Code of Ordinances.

The purpose of the amendment is revise the Planning Board, Historic District, and Board of Adjustment sections to be consistent with the proposed Unified Development Ordinance (UDO), which is to be presented to Council at the April 12, 2022 City Council meeting. Revisions for each section include amended member counts to match the number of City Council seats, the addition of rules of procedure, modified powers and duties, and modern concise language.

Planning staff recommends approval of the ordinance amendment to Section 32 titled "Boards, Commissions, and Departments".

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

<u>Item 14. Fee Schedule Amendment for Golf Course Fees.</u>
Communications and Tourism Director Pete Hovanec presented a request to make changes to the membership fees associated with Monroe Country Club Golf Course along with the cart fee charges to be more in line with adjacent golf courses as well as to raise the needed revenue to be sustainable.

The fee schedule proposed changes includes a $10 per month increase to the monthly individual and family membership fees. The increase is needed to help offset the large amount of member play the club receives in relation to fees charged. This increase will affect roughly 200 members and have a revenue increase of roughly $20,000 to $24,000.

The second fee schedule change would be raising the Cart fees for members and non-members for 18 holes of golf. Currently, members pay $17 for a cart fee and the proposed increase would increase that to $19 for 18 holes of golf for members. Staff also proposed to increase the non-member cart fees from the current $19 for 18 holes to $20 for 18 holes of golf. By increasing the cart fees and not the Green fees, all individuals playing on the course would equally share in the increase. The fee increase would potentially generate revenue in excess of $50,000 per year.

Both the membership rates and the cart fee increase still keeps overall prices at Monroe Country Club (and still on the lower end) in line with regional courses.

Staff is recommending approval of the fee schedule changes effective June 1, 2022.

Mayor Pro Tem Anderson moved to approve and forward to City Council for approval.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Other:

A discussion about downtown projects ensued between staff and the Committee members.

There being no further business the meeting adjourned at 5:27 p.m.

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:	May 5, 2022
FROM:	Peter Cevallos, Airport Manager
SUBJECT:	Approval of Terminal Space Lease Agreement with the Hertz Corporation

SUMMARY STATEMENT

Staff is requesting approval of the proposed FBO Concession Agreement and Terminal space lease agreement with the Hertz Corporation.

REVIEW

The Airport has enjoyed long standing relationship with the Hertz Corporation to provide car rentals for the Airport's customers, primarily the business executives that arrive and depart from our facility. Recently, staff has been approached by Hertz with an interest to further enhance their presence by having an on-site presence in the Airport terminal. As there is no available office space, staff is prepared to offer some space in the lobby where Hertz could install a free-standing kiosk/booth, at no cost to the City. Hertz has agreed to this concept and is prepared to pay for the space at the lease rate established in the Monroe Fee Schedule, $12 per square foot, per year. They would man this booth at least 5 days a week, and possibly on weekends as well, depending on the amount of business. A two-year lease for this presence in the lobby has been drafted and signed by Hertz.

As part of the negotiation, the FBO Concession Agreement has also been updated to coincide with the new lease terms. The new Concession Agreement will provide the City a concession fee equal to ten percent of the monthly net time and mileage changes generated by the all the rentals that are conducted through the Airport.

The Monroe Airport Commission voted at their April 11, 2022 meeting to unanimously support the recommendation to send the lease agreement to City Council for approval and execution.

RECOMMENDATION

Staff is requesting the General Services Committee recommend City Council approve both the and the two-year lease agreement for Hertz to provide a booth in the terminal lobby, and authorize the City Manager to sign the lease agreement with Hertz Corporation.

Attachment(s):
- Terminal Lease Agreement

STATE OF NORTH CAROLINA

UNION COUNTY

CHARLOTTE-MONROE EXECUTIVE AIRPORT TERMINAL SPACE LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement") is made and entered into this _______ day of __________________, **2022,** between the ***City of Monroe*** (hereinafter referred to as the "LESSOR"), and ***The Hertz Corporation*** having its principal place of business at ***8501 Williams Road, Estero, FL 33928*** (hereinafter referred to as the "LESSEE").

WHEREAS, the Lessor hereby leases to Lessee a portion of space in the Main Terminal at the Charlotte-Monroe Executive Airport. This space shall be used and occupied by Lessee solely for the general office purposes in the conduct of its car rental business in support of the Airport's customers.

WITNESSETH:

That, in consideration of the rental hereinafter set out and the obligation of Lessee to operate an aviation-related business on the subject premises and subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee and the said Lessee does hereby accept as Lessee of the said Lessor certain real property described herein with all improvements located thereon.

1. The Lessor hereby leases to Lessee, and Lessee accepts from the Lessor, a portion of space in the **Main Airport Terminal, 3900 Paul J. Helms Dr., Monroe, NC 28110**, consisting of the following:

   A portion of floor space in the Waiting Lounge, measuring 8 feet wide by 7 feet deep and having 56 square feet in dimension, in the Charlotte-Monroe Executive Airport Terminal Building, hereinafter called "the Premises" as described on Exhibit A attached hereto and made a part hereof.

2. TERM. The term of this Agreement shall commence on the effective date **June 1, 2022** and be for **two (2) years**, unless terminated by either Lessee or Lessor with sixty (60) days prior written notice.

3. RENT. The Lessee shall pay to the Lessor as rental the amount per square foot set forth in the Fees Schedule by the City of Monroe, which is subject to review and as necessary, amended annually: **$12.00 per sq. ft. per year = $672 per year ($56 per month)**. Rent shall be paid monthly in advance on or before the first day of each month. Notwithstanding the foregoing, Lessor acknowledges that Lessee may be delayed in making the Rent payments due within the first sixty (60) days after the full execution of this Agreement and Lessor agrees that any such delay shall not constitute an event of default under Section 17. Breach of Lease. Lessee shall pay all past due

Rent payments, along with associated late fees, that were payable during said 60-day period on or before the due date of the next rental payment coming due. The Lessor has the right to adjust the rental rate in accordance with the Fees Schedule, and will provide a 30-day notice of such adjustment.

4. If at any time Lessee fails to pay rent accruing to the Lessor and such amount totals thirty (30) days arrearages, then the parties agree that the Lessor, without any advance notice, may take possession of the leasehold in such a manner as Lessor may deem desirable, including but not limited to locking same until such time as all rentals and other applicable charges have been paid, and such costs of locking said leasehold and other applicable charges have been paid by Lessee. During any period of lockout, Lessor shall not be held liable in any manner for the safe keeping and condition of the lessee's personal property held within the leasehold. After sixty (60) days from the date when the Lessor takes possession of leasehold and all the property located within and sends notice thereof by certified mail, return receipt requested, to the address listed below under "NOTICE " or any subsequent address on file with the Lessor, the personal property may be sold for public auction. The remedy provided in this paragraph is in addition to and not in lieu of any other remedies which the Lessor may have by virtue of statute or otherwise. In any action or proceeding for the collection of any sums which become payable according to this Agreement, the Lessee agrees to pay the Lessor a reasonable sum for Lessor's expenses and attorney's fees, if Lessor is the prevailing party.

5. UTILITIES. This Agreement does not include utilities. Lessee shall be solely responsible for Lessee's telephone/data charges.

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

   a. If during the term of this Lease Agreement, the United States Government or any other governmental agency acquires possession of the premises herein leased by virtue of any laws now in effect or which may become effective during the term of this Lease Agreement, then this Lease Agreement shall terminate.
   b. It is agreed and understood between the parties that during the term of this Lease Agreement or any renewal thereof, the Federal Aviation Agency (FAA) or any other Federal or State agency shall be permitted to enter said premises.
   c. Lessee shall not enter into any transaction which would deprive the Lessor of any of the rights and powers necessary to perform all covenants of the Grant

Agreements or other obligations under various type agreements or which would deprive Lessor of rights to terminate this Lease Agreement under the terms herein.

d. The Lessee agrees in its operation and use of said airport, it will not, on the grounds of race, color, creed, age, handicap, sex or natural origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations as amended or succeeded. The Lessor hereby reserves the right to take such action as the FAA may direct to enforce such covenant of nondiscrimination.

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

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

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

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

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

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

9. STAFFING AND EQUIPMENT. The Lessee shall be responsible for all necessary staffing, programming and operations of the general office purposes in the conduct of its aviation-related business and shall provide all equipment necessary for program

operations. All equipment and furnishings owned by the Lessor shall be maintained and operated in a safe and sanitary condition.

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

11. INSURANCE. Lessee shall maintain in full force and effect for the period covered by this Lease Agreement insurance coverage against bodily injury, personal injury, including death, property damage insurance, and product liability coverage, if applicable, with an insurance carrier satisfactory to the Lessor. All insurance required herein shall meet the following conditions at all times:

    a. It must cover complete contractual liability and personal injury as well as bodily injury in an amount of not less than $1,000,000 combined single limit.
    b. Coverage shall contain a provision requiring the insurance carrier to give the Lessor thirty (30) days prior written notice of any cancellations of such insurance, or a reduction in coverage, or any other major change in such insurance.
    c. Coverage must name the City of Monroe as additional insured for liability purposes.
    d. Copies of policies and/or certificates of insurance shall be filed with the Lessor.
    e. Any failure by Lessee to maintain the required insurance shall be deemed a material breach and sufficient cause for termination of this Lease Agreement by the Lessor.

12. HOLD HARMLESS AGREEMENT. Lessee hereby indemnifies, and shall protect and hold Lessor harmless from and against all liabilities, losses, claims, demands, costs, including attorney's fees, expenses, and judgments of any nature arising, or alleged to arise, from or in connection with the following, including claims by Lessee and by third parties: (a) any injury to, or the death of any person or loss or damage to property on or about the Premises or any adjoining property arising from or connected with the Lessee's use of the Premises during the term; (b) performance of any labor or services or the furnishing of any materials or other property in respect of the Premises or any part thereof by Lessee or at the Lessee's request; and (c) the storage or use of Hazardous Materials by Lessee, provided, however, nothing contained herein shall allow such storage or use by Lessee. "Hazardous Materials" shall mean hazardous wastes, hazardous substances, hazardous constituents, toxic substances or related materials, whether solids, liquids or gases, including but not limited to substances defined as "hazardous wastes," "hazardous substances," "toxic substances," "pollutants," "contaminants," "radioactive materials," or other similar designations in, or otherwise subject to regulation under, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("CERCLA"), 42 U.S.C. §§ 9601 et seq.; the Toxic Substance Control Act ("TSCA"), 15 U.S.C. §§ 2601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1802 et seq.; the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 9601 et seq.; the Clean Water Act ("CWA"),

33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300(f) et seq.; the Clean Air Act ("CAA"), 42 U.S.C. §§ 7401 et seq.; any law, rule, or regulation, federal, state or local, now or hereafter in existence, governing or relating to the creation, use, storage, sale, retention, or transportation of hazardous or toxic substances and wastes; and in the plans, rules, regulations or ordinances adopted, or other criteria and guidelines promulgated pursuant to the preceding laws or other similar laws, regulations, rule or ordinance now or hereafter in effect; and any other substances, constituents or wastes subject to environmental regulations under any applicable federal, state or local law, regulation or ordinance now or hereafter in effect. Lessee will be responsible for any legal costs suffered by the Lessor in defending any action, suit or proceeding brought against Lessor due to any such occurrence.

13. DAMAGE OR DESTRUCTION. It is mutually covenanted and agreed that if, during the term of the Agreement, said Premises as they now exist shall be substantially destroyed by fire, windstorm, tornado, or other casualty, or are otherwise rendered permanently unusable at the discretion of the Lessor, then this Agreement, at the option of either party and upon ten days' notice in writing to the other party, shall cease and terminate and both parties shall be released from further obligation hereunder. If, however, during the term of this Agreement, the said premises as they now exist shall be only partly destroyed by fire, windstorm, tornado, or other casualty, or if the Lessor, at its sole discretion, considers the premises temporarily unusable, then the Lessor, at its discretion, may or may not repair the premises. Any repairs by the Lessor shall be made as speedily as possible at its own expense. If the Lessor considers the Premises usable, then the required rent shall not abate. If the Lessor considers the premises unusable, either from damage or destruction or otherwise, then the rent shall abate during the period required for repairs or until the Lessor considers the premises usable again.

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

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

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

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

16. PROHIBITION OF SUBLEASING. This Agreement may not be assigned or the premises subleased without the written consent of the Lessor.

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

    a. The failure of the Lessee to pay any rent or any other amount payable under this Lease Agreement when the same become due and payable.
    b. The failure of the Lessee to perform any term or terms of this Lease Agreement and the failure of the Lessee to remedy such default within a period of 30 days after receipt of written notice to remedy such default.
    c. The assignment by Lessee of any or all of the property or assets covered by this Lease Agreement except assignment to and among other commonly owned and affiliated entities of the Lessee, or the subleasing of any of the hangar space by the Lessee.
    d. Failure of the Lessee to abide by Chapter 131 of the Monroe Code of Ordinances and any other duly adopted rules, regulations, or policies regulating the use of the Charlotte-Monroe Executive Airport including any duly promulgated rule, regulation, or policy of the FAA or other relevant federal or state agency.
    e. The conduct of illegal activities on the Leased Premises.

    Upon the happening of any event of default as defined in this Lease Agreement the Lessor may, at its option terminate this Lease Agreement and take possession of personal property of the Lessee from the leasehold. Exercise by Lessor of the right of termination set out herein shall not preclude Lessor from pursuing any other remedy available at law or equity.

18. FORFEITURE FOR NONCOMPLIANCE. It is expressly agreed that if Lessee shall neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty (30) days after written notice from Lessor calling attention to such default, Lessor may declare this Agreement terminated and canceled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered mail to Lessee at the address in Section 19 or at any subsequent address on file with Lessor.

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

19. NOTICE. Any notice or other communication to Lessor shall be in writing, and addressed to:

City of Monroe
300 W. Crowell Street
Monroe, NC 28112
Attn: Airport Manager

And any notice or communication to Lessee shall be in writing and addressed to:

The Hertz Corporation
8501 Williams Road
Estero, Florida 33928
Attention: Real Estate Department

With a copy to: airports@hertz.com

or to such other respective address as either party may designate in accordance with the provision hereof and shall be delivered personally or deposited in the United States mail, registered or certified, return receipt requested, with proper postage and fees prepaid, or through a nationally-recognized express mail service.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed, the day and year first above written.

CITY OF MONROE, NC

BY: ________________________
Brian Borne, Interim City Manager

Attest:

____
Bridgette Robinson, City Clerk

THE HERTZ CORPORATION:

BY: ________________________________
Stephen A. Blum

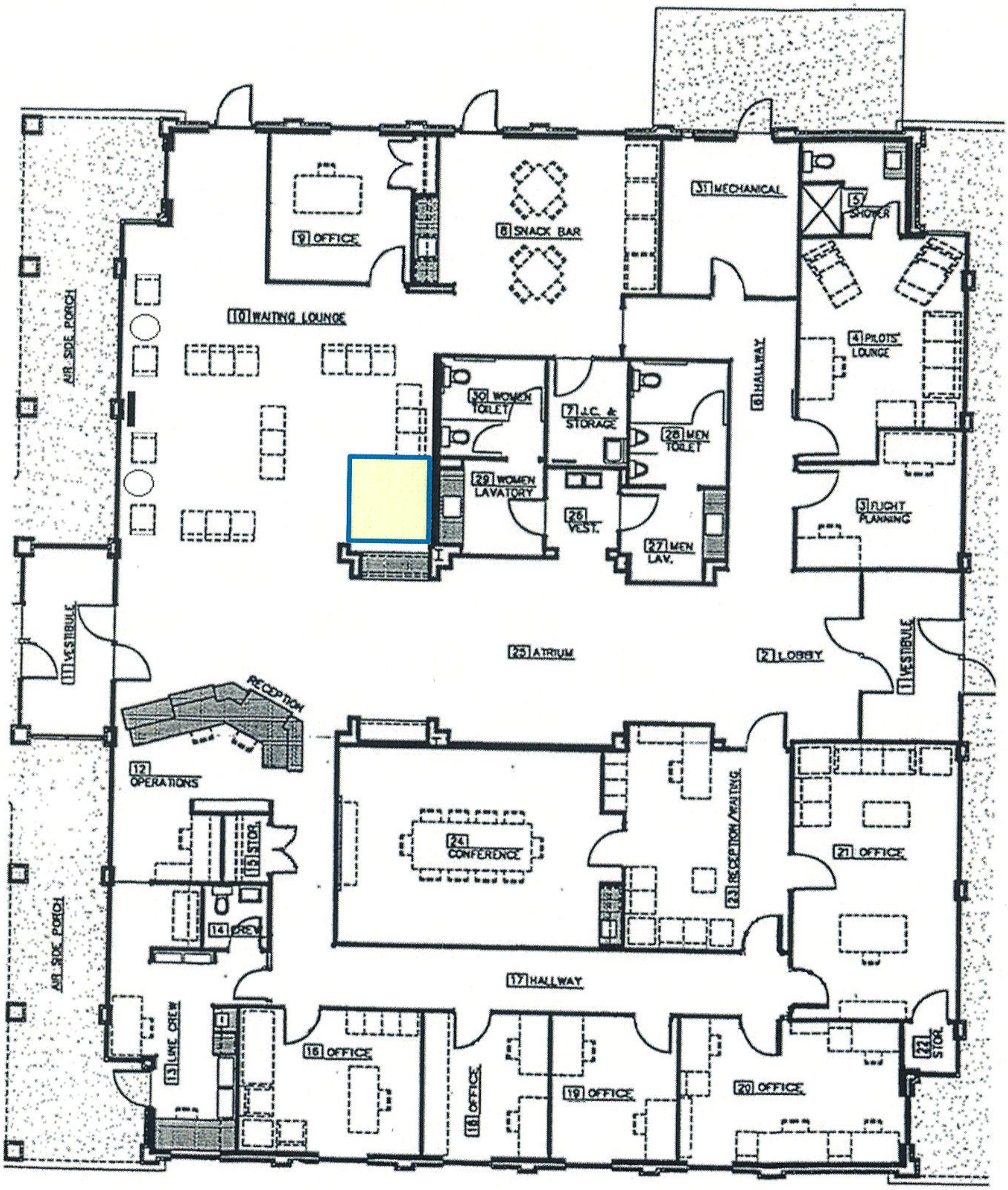
TITLE: Senior Vice President,
Real Estate & Facilities

DATE: March 29, 2022

Attest:

____
Assistant Secretary

EXHIBIT A: HERTZ CORPORATION LEASE SPACE
CHARLOTTE-MONROE EXECUTIVE AIRPORT MAIN TERMINAL



STAFF REPORT

TO:	General Services Committee
VIA:	Brian J. Borne, Interim City Manager
DATE:	May 5, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Contract Award and Budget Amendment for Legal Services for Amotion Proceedings

SUMMARY STATEMENT

A budget adjustment for legal expenses is proposed for the fiscal year 2022 budget in order to provide funding for the amotion proceedings. Contracts with Poyner Spruill, LLP and Moore & Van Allen PLLC in amounts not to exceed $250,000 are also requested to be approved with the Interim City Manager being authorized to execute any and all necessary documents.

REVIEW

Staff is requesting a budget amendment for legal expenses for the amotion hearing that were unanticipated. An amendment to appropriate $200,000 for the hearing officer and the hearing from General Fund Unassigned Fund Balance for the current fiscal year is requested. Since legal expenses are still ongoing, staff is requesting authorization for the Interim City Manager to execute any and all necessary documents with Poyner Spruill, LLP and Moore & Van Allen PLLC in amounts not to exceed $250,000 each.

RECOMMENDATION

Staff recommends a favorable recommendation from the Committee for approval of the attached budget amendment containing a budget adjustment for legal fees for Fiscal Year 2022 and also authorizes the Interim City Manager to execute any and all documents with Poyner Spruill, LLP and Moore & Van Allen PLLC in amounts not to exceed $250,000 each.

Attachment: BA-2022-18

BUDGET AMENDMENT
BA-2022-18

Legal expenses for the amotion hearing were unanticipated. An amendment to appropriate $200,000 for legal expenses to cover fees for the hearing officer and the hearing is requested.

General Fund:

Revenue

Appropriation of Fund Balance	$200,000

Expense

General Government	$200,000

Adopted this 10th day of May, 2022.

____
Marion L. Holloway, Jr., Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

STAFF REPORT

TO:	General Services Committee
VIA:	Brian J. Borne, Interim City Manager
DATE:	May 5, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Budget Amendment for Police Vehicle Purchase

SUMMARY STATEMENT

A budget adjustment for the police vehicle capital purchase due to increased pricing is proposed for the fiscal year 2022.

REVIEW

Staff is requesting a budget amendment from General Fund Unassigned Fund Balance for the purchase of police vehicles for fiscal year 2022. The purchase price of vehicles and equipment has increased dramatically due to market conditions. The price of a police vehicle last year was $31,163. The cost per vehicle this year is $37,804. The price of a radio last year was $4,198 and this year is $4,612. The City is ordering 15 vehicles this year, which is a combination of replacement vehicles as well as vehicles for new officers. With the steep price increases, the budget is short approximately $110,000 for the purchase of the vehicles and associated equipment for the fiscal year. An amendment is requested to cover this shortfall.

RECOMMENDATION

Staff recommends a favorable recommendation from the Committee for approval of the attached budget amendment for police vehicles for Fiscal Year 2022.

Attachment: BA-2022-19

BUDGET AMENDMENT
BA-2022-19

The purchase price of vehicles and equipment has increased dramatically due to market conditions. The price of a police vehicle last year was $31,163. The cost per vehicle this year is $37,804. The price of a radio last year was $4,198 and this year is $4,612. The City is ordering 15 vehicles this year, which is a combination of replacement vehicles as well as vehicles for new officers. With the steep price increases, the budget is short approximately $110,000 for the purchase of the vehicles and associated equipment for the fiscal year. An amendment is requested to cover this shortfall.

General Fund:		
Revenue		
	Appropriation of Fund Balance	$110,000
Expense		
	Public Safety	$110,000

Adopted this 10th day of May, 2022.

____
Marion L. Holloway, Jr., Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	Brian Borne, Interim City Manager
DATE:	May 5, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Ashley Ivey, Accounting Manager
SUBJECT:	Budget Ordinance to Amend Special Revenue Fund Project Ordinance – American Rescue Plan Act of 2021

SUMMARY STATEMENT

The General Service Committee is requested to consider a budget ordinance to amend funding of specific projects in the Special Revenue Fund Project Ordinance for the American Rescue Plan Act of 2021.

REVIEW

In November 2021 and January 2022, Council approved budget ordinances identifying projects for funding in the American Rescue Plan Act of 2021 Special Revenue Fund. The US Treasury has released additional guidance on uses of the funds and certain reporting requirement changes. Staff has attended numerous trainings provided by the UNC School of Government on the American Rescue Plan Act funding and how to minimize the reporting burden to local governments. While there are necessary compliance requirements for all funds spent, there is an opportunity to minimize the compliance and reporting burden for a portion of the funding received.

The US Treasury now allows local governments to elect a standard allowance approach for revenue replacement of up to $10,000,000. Allowable expenditures under this category are for any government services authorized by State law. Under this standard allowance, expenditures do not have to relate to COVID and are not subject to the requirements of the other expenditure categories, but they are subject to award terms, certain prohibitions on expenditures, and uniform guidance requirements. Staff is proposing to reimburse the General fund for law enforcement salaries and benefits for the fiscal year ended June 30, 2022 up to this $10,000,000. By supplanting these funds, the City may spend freed up non-grant revenues for previously approved projects.

The City has been awarded a total of $11,326,507.16. The $1,326,507.16 over and above the standard allowance will remain in one already approved project for the Bearskin Creek Stream Restoration Project at Goulston. This project falls under the infrastructure reporting category that will have more of a reporting burden, but Staff believes the compliance and reporting requirements for this project can be met.

The attached budget ordinance serves to reallocate funding for the other previously approved projects, obligate funding for certain projects as well as recognize investment earnings in the project fund. The attached budget ordinance also allocates funding to fund and/or adjust projects as follows:

Sunset Park Renovations (dog park, picnic shelter, basketball courts)	$250,000
Replace Creft Park Playground Equipment & Install Shade Structure	57,000
Don Griffin Park Playground Equipment with Shade Structure	57,000
Dickerson Center Restroom Renovation with Control Link	55,000
Resurface Basketball Courts at Creft Park	35,000
Additional Funding at Belk Tonawanda Renovation Phase 1B	110,000
Eliminate Outdoor Payment Kiosk	(10,000)
Eliminate Reimbursement for Permanent Sneeze Shields	(56,855)
Reduce Funding for Downtown Parking Improvements	(302,804)
Recognize and Allocate Investment Earnings	(532)
Allocate all Unallocated Funding	(193,809)

A complete listing of all funded projects after these adjustments with budget amounts is attached for reference.

RECOMMENDATION

Staff is requesting that the General Service Committee approve Budget Ordinance 2022-09 and forward to Council for their approval on the consent agenda at the regular meeting of May 10, 2022.

Attachments: Budget Ordinance 2022-09
Updated ARPA Project Listing

CITY OF MONROE, NORTH CAROLINA
SPECIAL REVENUE FUND PROJECT BUDGET ORDINANCE
AMERICAN RESCUE PLAN ACT OF 2021
OBLIGATION OF FUNDING FOR SPECIFIC PROJECTS
BO-2022-09

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 previously obligated funding to various projects and would like to reallocate funding as follows:

- Remove funding for AV Equipment in Council Chamber and Conference Room – ARP001 ($110,000)
- Remove funding for Planning/Permitting Depart Lobby COVID Compliance Improvements – ARP002 ($75,000)
- Remove funding for Outdoor Payment Kiosk(s) for Cash Utility Payments – ARP003 ($10,000)
- Remove funding for Permanent Sneeze Shield for COVID Compliance (reimbursement) – ARP004 ($56,855)
- Remove funding for Grant Fiscal Compliance Administrative Expenses (partial funding FT Position) – ARP005 ($50,000)
- Remove funding for Small Business Assistance for Economic Recovery / Potential Public/Private Partnerships with SPCC Small Business Center, Chamber of Commerce and Downtown Monroe – ARP006 ($1,000,000)
- Remove funding for Housing Related Projects / Current public/private partners – ARP007 ($1,000,000)
- Remove funding for Environmental Improvements (QCT) – ARP008 ($200,000)
- Remove funding for project shortfall Belk Tonawanda Renovation Phase I-B – ARP020 ($850,000)
- Remove funding for Data storage for backups in the event of a cyber-attack (reimbursement) – ARP010 ($179,798)
- Remove funding for IT Initiative to Expand/Modernize City Network Needs – ARP011 ($1,950,000)
- Remove funding for Space Needs in City Hall (relocation, remodeling, etc.) - ARP012 ($1,500,000)
- Remove funding for Downtown Parking Improvements – ARP013 ($1,500,000)
- Remove funding for Stormwater Control Measures at Stewarts Creek Watershed – ARP015 ($261,545)
- Remove funding for Pinedell Ave Culvert Replacement – ARP016 ($520,000)

- Remove funding for Equipment Waste Disposal Facility Project – ARP017 ($165,000)
- Remove funding for Fax Server for Water/Wastewater Reporting – ARP018 ($4,500)
- Remove funding for Cyber Security Compliance for Water/Wastewater – ARP019 ($325,000)
- Remove funding for Bearskin Creek Stream Restoration Project At Goulston – ARP014 ($48,493)
- Remove funding for Reserved for Future Projects - ARP021 ($193,809)

WHEREAS, the City elects to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1) and expend up to $10,000,000 of its American Rescue Plan Act funds for the provision of government services;

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

- Allocate funding for Provision of Government Services – Law Enforcement $10,000,000

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe recognizes investment earnings to date and obligates funding in the special revenue project fund, the general fund and the general capital project fund for the projects listed above:

Special Revenue Project Fund:	
Revenue:	
Investment Earnings	$532
Expense:	
Various Projects Listed Above	($10,000,000)
Transfer to General Fund	$10,000,532
General Fund:	
Revenue:	
Transfer from Special Revenue Project fund	$10,000,532
Expense:	
Transfer to General Capital Project fund	$10,000,532
General Capital Project Fund:	
Revenue:	
Transfer from General Fund	$10,000,532
Expense:	
AV Equipment in Council Chamber and Conference Room	$110,000
Planning/Permitting Depart Lobby COVID Compliance Improvements	$75,000
Grant Fiscal Compliance Administrative	$50,000
Small Business Assistance for Economic Recovery/ Potential Public/Private Partnerships with	

SPCC Small Business Center, Chamber of Commerce and Downtown Monroe	$1,000,000
Housing Related Projects/Current public/private Partners	$1,000,000
Environmental Improvements (QCT)	$200,000
Belk Tonawanda Renovation Phase I-B	$960,000
Data storage for backups in the event of a cyber-attack	$179,798
IT Initiative to Expand/Modernize City Network Needs	$1,950,000
Space Needs in City Hall (relocation, remodeling, etc.)	$1,500,000
Downtown Parking Improvements	$1,197,196
Stormwater Control Measures at Stewarts Creek Watershed	$261,545
Pinedell Ave Culvert Replacement	$520,000
Equipment Waste Disposal Facility Project	$165,000
Fax Server for Water/Wastewater Reporting	$4,500
Cyber Security Compliance for Water/Wastewater	$325,000
Bearskin Creek Stream Restoration Project at Goulston	$48,493
Sunset Park Renovations	$250,000
Replace Creft Park Playground Equipment & Install Shade Structure	$57,000
Don Griffin Park Playground Equipment – Replace with Shade Structure	$57,000
Dickerson Restroom Renovation and Control Link	$55,000
Resurface Basketball Courts at Creft Park	$35,000

Adopted this 10th day of May 2022.

Attest:

Marion L. Holloway, Jr., Mayor

Bridgette H. Robinson, City Clerk

Updated ARPA Project Listing as of April 2022

Project	Budget		
AV Equipment for City Council	$	110,000.00	*
Planning Lobby COVID Compliance Imp	$	75,000.00	*
Grant Admin. Fiscal Compliance	$	50,000.00	*
Small Business Assistance	$	1,000,000.00	*
Housing/Cur Public/Private Partners	$	1,000,000.00	*
Environmental Improvements (QCT)	$	200,000.00	*
Data Storage for Backups	$	179,798.00	*
IT - Expand/Modernize Network	$	1,950,000.00	*
Space Needs in City Hall	$	1,500,000.00	*
Downtown Parking Improvements	$	1,197,195.89	*
Bearskin Creek Stream Restoration	$	1,375,000.00	
Stormwater Control Meas-Stewart Crk	$	261,545.00	*
Pinedell Ave Culvert Replacemt ARPA	$	520,000.00	*
Equipment Waste Disposal Facility	$	165,000.00	*
Fax Server-Water/Sewer Reporting	$	4,500.00	*
Cyber Security Cmpl Water/Sewer	$	325,000.00	*
Belk Tonawanda Reno/Exp PH 1-B	$	960,000.00	*
Sunset Park Renovations (FY23 includes dog park, shelter, courts)	$	250,000.00	*
Replace Creft Park Playground Equip. & Install Shade Structure	$	57,000.00	*
Don Griffin Park Playground Equip.- Replace with Shade Structure	$	57,000.00	*
Dickerson Restroom Renovation and Control Link	$	55,000.00	*
Resurface Basketball Courts at Creft Park	$	35,000.00	*

** Projects are funded by freed up non-grant revenues due to reimbursing the General Fund for law enforcement salaries and benefits with ARPA funding*

STAFF REPORT

TO:	General Services Committee
VIA:	Brian Borne, Interim City Manager
DATE:	May 5, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Teresa Campo, Community Development Coordinator
SUBJECT:	Approval of Agreement for the Urgent Repair Program

SUMMARY STATEMENT

The City was awarded American Rescue Plan funding in the amount of $11,326,507.16. On November 9, 2021, City Council adopted a Budget Ordinance to allocate $1,000,000 of funding from the grant for housing related projects with our current public/private partners. Staff is seeking approval of an agreement for the Urgent Repair Program.

REVIEW

The City was awarded American Rescue Plan funding in the amount of $11,326,507.16. On November 9, 2021, City Council adopted a Budget Ordinance to allocate $1,000,000 of funding from the grant for housing related projects with our current public/private partners. An agreement with Union Anson County Habitat for Humanity, Inc. for Urgent Repair Program funding in an amount not to exceed $350,000 will require City Council approval and City Council authorization for the Interim City Manager to execute any and all required documents.

The agreementt with Union Anson County Habitat for Humanity, Inc. will provide services to eligible income households/individuals and/or Qualified Census Tract households/individuals who need emergency repairs to keep them safe and secure by providing high quality housing. The direct services will be up to $280,000 and indirect costs for administration of the program is 20% of the amount of the assistance up to $70,000. Projects will be capped at $10,000 per project.

RECOMMENDATION

Staff recommends forwarding to City Council with a favorable recommendation for approval of the agreement with Union Anson County Habitat for Humanity, Inc. for Urgent Repair Program funding in an amount not to exceed $350,000 and authorize the Interim City Manager to execute any and all required documents.

Attachment: Agreement with Union Anson County Habitat for Humanity Inc.

STATE OF NORTH CAROLINA
COUNTY OF UNION
AGREEMENT BETWEEN
THE CITY OF MONROE
AND
UNION ANSON COUNTY HABITAT FOR HUMANITY, INC.
FOR
URGENT REPAIR PROGRAM FUNDING

THIS AGREEMENT made this the 11th day of March, 2022 by and between the CITY OF MONROE, a North Carolina municipal corporation ("Grantee"); and UNION ANSON COUNTY HABITAT FOR HUMANITY, INC. a North Carolina Non Profit Organization located at , Monroe, Union County, North Carolina ("Sub-recipient").

WITNESSETH:

WHEREAS, pursuant to North Carolina General Statutes §160A-456 and futher guidance under §160A-20.1, the Grantee has the authority to provide assistance to Sub-Recipient and accordingly, has agreed to make public funds available to Sub-Recipient, so Sub-Recipient may render public services to residents in the City of Monroe. Expenditures of funds pursuant to this contract shall be from the non-tax revenues; and

WHEREAS, the Grantee has been awarded American Recovery Plan (ARP) funds from the United States Department of Treasury (US Treasury) and may provide ARP funds for Eligible Public Services under under the authority of the Public Purpose Clause of the North Carolina State Constitution (Article V, Sec. 2(1),(7); and

WHEREAS, the Grantee has set aside funds allocated under ARP for investment in Public Services; and

WHEREAS, Sub-recipient has agreed to provide services to eligible income households/individuals and/or Qualified Census Tract housesholds/individuals ; and

WHEREAS, Sub-recipent is an established entity currently assisting in efforts at providing public services; and

WHEREAS, the Community Development Division Consolidated Plan for Programs includes goals to expand access to public services and affordable housing initiatives; and

WHEREAS, funding will aid in the provision of public services to eligible populations in the City of Monroe; and

WHEREAS, the Grantee agreed to fund the Sub-recipient and the Grantee desires to set forth the terms and conditions for the use of ARP funds by the Sub-recipient.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises contained herein, the Grantee and Sub-recipient do hereby agree as follows:

1. Payments by Grantee: The Grantee shall make funds available to Sub-recipient for the program in accordance with US Treasury regulations; and up to the total amount of Three Hundred and Fifty Thousand Dollars ($350,000) in ARP funds. The funds shall be expended in accordance with the approved performance management and/or construction specifications on file contained in Attachment A and contained herein by reference. The funds shall be disbursed to Sub-recipient based on invoices for completed work and completed draw requests and may be submitted weekly. The direct services project will be up to Two Hundred and Eighty Thousand Dollars ($280,000) and the indirect costs per project is 20% for each completed project up to Seventy Thousand Dollars ($70,000).

2. Use of Funds: Sub-recipient will use the funds provided under this Agreement for the urgent repair of 28 homeowner occupied propoerties located in the City of Monroe's Qualified Census Tracts located in Monroe, Union County, North Carolina ("The Project").

3. Management: The Sub-recipient shall provide responsive management in order to comply with the order to proceed and conditions of the rehabilitaton.

4. Security: No Deed of Trust or Mortgage Note is Required.

5. Conditions for Advance of Funds: No Advancement of Funds.

6. Conflicts; Public Records: Prior to the receipt of any funds under this Agreement, the Sub-recipient shall report any potential conflict of interest transactions to the Grantee. The Sub-recipient also agrees to make its records and minutes available for public inspection, subject to the North Carolina Public Records Act. The information that might be subject to public inspection includes, but is not limited to, financial statements, income information, credit reports, and statistical information on service recipients. The Sub-recipient shall not release or allow public inspection of any confidential information. Confidential information is defined to include (1) social security or employer taxpayer identification numbers; (2) drivers license, state identification card, or passport numbers; (3) checking account numbers; (4) savings account numbers; (5) credit card numbers; (6) debit card numbers; (7) personal identification (PIN) code as defined in G.S. 14-113.8(6); (8) digital signatures; (9) any other numbers

or information that can be used to access a person's financial resources; (10) biometric data; (11) medical information; (12) fingerprints; and (13) passwords.

7. Term of Agreement: The term of this Agreement shall extend from February 22, 2022 – June 30, 2024.

8. Definitions: For the purpose of this Agreement, Public Services is designed to benefit low to moderate income households/individuals and/or households/individuals located in a Qualified Census Tract and funds are to be used for the urgent repair program as described in Attachment A and incorporated herein by reference.

9. Use by Faith Based Organizations: As provided by 24 C.F.R. §570.200, faith based organizations are eligible on the same basis as any other organization, to participate in the ARP program. Neither the Federal government nor a State or local government receiving funds under ARP programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

10. Non Discrimination In Programs and Activies: As provided by 42 U.S.C. §5309; Nondiscrimination in programs and activities. prohibited conduct requires no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in Section 794 of Title 29 of the United States Code shall also apply to any such program or activity.

11. Interest of Certain Federal Officials: No member of or Delegate to Congress of the United States, and no resident commissioner, shall be admitted to any share any part of this Agreement or to any benefit to arise from same.

12. Interest of Members, Officers or Employees of Sub-Recipient, Members of Local Governing Body, or Other Public Officials: No member, officer or employee of Sub-recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public officials of such locality or localities who exercise any functions or responsibilities to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Sub-recipient

shall incorporate, in all contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

13. Prohibition Against Payments of Bonus or Commission: The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance, or approval of applications for additional assistance, or any other approval or concurrence of US Treasury required under this Agreement, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

14. Retention of Records: All financial records, supporting documents, statistical records and all other records pertinent to this contract shall be retained for a period of five years following the expiration of the term of this contract with the following qualifications:

    If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

    Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this Agreement shall be retained for four years after final disposition of said property.

    The Secretary of the Treasury, Comptroller General of the United States, City Manager of the City of Monroe, and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of Sub-recipient to make audits, examinations, excerpts and transcripts.

15. Performance Report: Sub-recipient shall provide to Grantee performance reports on a quarterly basis during the term on this Agreement. The reports shall describe Sub-recipient's progress in implementing the Program described in this Agreement during construction and throughout the rehabilitation period. The reports shall provide sufficient information to indicate the Sub-recipient's compliance with the agreement.

16. Site Monitoring: The project site may be inspected during the funding period for compliance with the specifications on file. Client files may be inspected by the City of Monroe or other applicable government agencies for fiscal and/or programmatic compliance with this Agreement. Notice will be provided to Sub-recipient in writing electronically and/or first class mail of the site monitoring inspection(s).

17. Desk Monitoring: Throughout the term of this agreement, the Sub-reicipient shall track its performance in achieving the public purpose consistent with the annual goals and objectives stated in the Sub-recipient's application for funding. In addition, the Sub-recipient shall provide quarterly reports with demographics and income (if applicable), and complete a year-end report form at the conclusion of the term of this agreement to the City of Monroe's Community Development Division. Failure to submit quarterly reports based on the following timelines may result in a suspension or revocation of funding and/or ineligibility of future funding opportunities:

Report	Time Period	Due Date
Quarterly Report	07/01/22 – 09/30/2022	October 15, 2022
Quarterly Report	10/01/22 – 12/31/2022	January 15, 2023
Quarterly Report	01/01/23 – 03/31/2023	April 15, 2023
Quarterly Report	07/01/23 – 09/30/2023	October 15, 2023
Quarterly Report	10/01/23 – 12/31/2023	January 15, 2024
Quarterly Report	01/01/24 – 03/31/2024	April 15, 2024
End of the Year Report Up to June 30th. Due:July 15, 2022 July 15, 2023, July 15, 2024		

18. Debarment and Suspension: Federal awarding agencies and developers shall comply with the nonprocurement debarment and suspension common rule implementing Executuve Orders 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

19. Financial Management Standards: The Sub-recipient shall comply with all financial management standards outlined in 2 CFR Part 200 accessed online at: http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf.

20. Advancing Equity and Support: The Treasury encourages projects to advance sharted interests and promote equitable delivery of government benefits and opportunities to underserved community as outlined in Executive Order 13985.

21. Financial Reporting Requirements: The Sub-recipient shall comply with all financial management standards outlined in the 2 CFR Part 200 accessed online at: http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf.

22. Project Closeout Procedures: In the event of construction: Closeout, completion, termination, or suspension of the project for this Agreement is made available, the following procedures shall apply:

a) Sub-Recipient will provide the following: Invoices, proof of payment, owner's final acceptance, Section 3 certification (if applilcable. City shall obtain from Sub-Recipient within 90 days after the date of completion of the project all financial, performance or other reports required under the provisions of this Agreement.

b) In the event a final audit has not been performed prior to closeout of the grant, City shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

c) In addition to the final audit required under this Agreement, Sub-reicipient shall conduct an audit that complies with the provisions found in 24 CFR 200 in the event of closeout, completion, termination or suspension of the grant by which this Agreement was funded.

d) The provisions of this paragraph shall apply upon completion of the program for the activity funded under this Agreement or upon termination of this Agreement for any reason whatsoever.

23. Compliance with Assurances:

Sub-recipient shall comply with the Federal Requirements for the ARP program as set forth in the United States Department of Treasury Interim Final Rule, 31 CFR, Part 35, Coronavirus State and Local Fiscal Recovery Funds, Compliance and Reporting Guidand for State and Local Fiscal Recovery Funds. (summary below) and accessed online: https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf. The City reserves the right to substitute the funding source with Community Development Block Grant and/or general funds.

23. Cash Depositories: No advance of funds are made under this agreement.

24. Grantor Recognition: The Sub-recipient shall ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled; acknowledgement must be listed in a place appropriate to the sponsorship page, and can be listed as additional resources. Sub-recipient should identify the City of Monroe as a supporter of the project and or overall operation on its newsletters, brochures, printed advertising and other printed materials and publications. All publicity, news releases, or programs must contain the prominently positioned caption of the CITY OF MONROE and DEPARTMENT OF UNITED STATES TREASURY as a funding source, if applicable.

25. Historic Places: In carrying out any programs funded in part or in whole with funds made available under the terms of this Agreement, Sub-reicipient shall take into account the effect of such program on any structure listed or nominated for listing on the National Register of Historic Places maintained by the National Parks Service of the US Department of the Interior. Sub-recipient shall make every effort in carrying out such programs to eliminate or minimize adverse effects on a historic property and shall comply with applicable provisions of the National Preservation Act of 1966 (16 USC 470), Executive Order 11593 (Amended in 2006), and the Preservation of Archeological and Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed program or activity, and by complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

26. Real Property Acquisition Policies: No acquisition is authorized under this agreement.

27. Environmental Review and Conditions:

    a) Actions before Environmental Reviews: In accordance with 24 CFR Part 58, recipients, sub-recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and the City has received a Release of Funds from HUD, if required. Choice-limiting actions as defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Please contact **Community Development Division BEFORE** undertaking any of the above actions to determine if clearance has been obtained. Undertaking a choice-limiting action (as defined above) prior to receiving environmental clearance will result in the automatic de-obligation of the ARP award or Community Development Block Grant award.

    b) Environmental Conditions: All actions under this agreement are subject to Environmental Record and Review on file with the Community Development Division.

28. Termination of Agreement: Each party shall have the right to terminate this Agreement because of default by the other party by giving the other party thirty (30) days written notice of termination and this provision shall take precedence over the term of this contract as hereinbefore stated. In the

event of such termination, Sub-recipient agrees to refund the City all monies made available to Sub-recipient under the provisions of this Agreement which Sub-recipient retains as of the effective date of termination less all costs and expenses incurred by Sub-recipient in accordance with the terms of this Agreement. In addition, Sub-recipient shall provide City with a financial accounting, as required by City, for all funds received by Sub-recipient and on hand up to the date of termination.

In the event that Sub-recipient is in default under this Agreement, Sub-recipient's investment member or special member may cure such default on behalf of Sub-recipient, and such cure shall be accepted or rejected on the same terms as if made by Sub-recipient itself.

29. Action of City in the Event of Breach of Contract: In the event that review of Subrecipient's performance shows non-conformance to any of the terms or conditions contained herein, Sub-recipient shall be in breach of this Agreement and the Grantee may take corrective action as it deems necessary including, but not limited to, withholding or reduction of any funds not yet paid to Sub-recipient.

30. Release and Indemnity: To the maximum extent allowed by law, the Subrecipient shall defend, indemnify, and save harmless the City, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Subrecipient or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Subrecipient shall at its sole expense defend the City, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" includes expenses, interest, and reasonable attorney's fees. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

31. Insurance and/or Bond Requirements:

a.) The Sub-recipient shall take out and maintain during the life of this contract Commercial General Liability (CGL) Insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. (See Exhibit "A") If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. CGL insurance shall be written on

Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

a.) The Grantee, its officers, officials, agents and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Sub-recipient; products and completed operations of the Sub-reicpient; premises owned, leased or used by the Sub-recipient. (Attachment B)

b.) The Sub-recipient shall take out and maintain during the life of this contract Business Automobile Liability Insurance providing limits at least in the amount of $1,000,000 each accident, Combined Single Limits. Such insurance shall cover liability arising out of any auto, including hired and non-owned autos. Business Automobile Liability coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. (Attachment B)

c.) The Sub-recipient shall take out and maintain during the life of this contract Workers' Compensation and Employers' Liability Insurance covering all of the Developer's employees involved in the performance of this contract providing the required statutory benefits under North Carolina Workers' Compensation Law and Employers Liability Insurance providing limits at least in the amount of $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease and $500,000 policy limit (Attachment B).

d.) The Sub-recipient shall furnish the Grantee evidence of insurance and/or bond required under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. Receipt of the actual endorsement adding the Grantee, its officers, officials, agents and employees as additional insureds in conjunction with the Certificate of Insurance is required. A copy thereof shall be inserted in each copy of this agreement and shall become a part of this agreement. Each insurance policy required by this contract shall be endorsed to state that the coverage shall not be canceled by either party except after fifteen (15) days prior written notice has been given to the City addressed to COMMUNITY DEVELOPMENT DIVISION, PO Box 69, Monroe, NC 28411. The Sub-recipient shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated or modified to reduce insurance coverage by the Sub-recipient without prior written approval of the City.

32. Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Developer is an independent contractor.

33. Assignment of Agreement: It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

34. Subcontracts: Sub-recipients shall utilize no subcontracts for carrying out the services to be performed under this Agreement without the written approval of the Grantee.

35. Non-Waiver of Rights: It is agreed that the Grantee's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

36. Binding Effect: Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

37. Continuing Obligation: The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

38. Reference: Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

39. Interpretation: All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the

more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

40. Saving Clause: If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

41. Amendments: The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both City and Developer.

42. Underlying Conditions and Regulations: This Agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina or any agencies or subdivisions thereof to finance in part or in whole this contract. This Agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the Grantee remains fully obligated to the original source of such funds notwithstanding the designation of Sub-recipient as the third party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the Grantee and in turn is being appropriated to Sub-recipient under this contract. Sub-recipient is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the Grantee and which are deemed necessary by the funding agency and Grantee to ensure that the program with respect to which assistance is being provided under this contract is carried out in accordance with the Grantee's assurances and certifications to the original source of such funds. Such assurances include, by way of example and not limitation, representations: that the use of such funds will be used in a non-discriminatory manner; etc. Wherever possible, such grant agreements and laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement but such listing is not intended to be exclusive. The Grantee shall give written notice of any such terms, conditions, requirements or other matters set forth hereinabove in this paragraph for the same to be effective and binding on Sub-recipient. It is expressly understood and agreed between the parties that all or part of the

funds intended to be used in the performance of this contract are derived at least in part from state and/or federal grant sources. To the extent of such funds, the Grantee is dependent upon these outside agencies for the funds. Upon the Grantee's failure or refusal to continue to complete such contract, by reason of the loss of such funds, the Grantee will not be held liable for damages proximately resulting from such delay, reduction or elimination of funds or be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally completed when this contract was first signed.

43. Suspension or Termination: Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the scope of service in Paragraph 2 above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the Grantee's contracts, per the City Manager's approval, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

44. Other Laws and Regulations: Sub-recipient will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Sub-recipient will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal, state or local agency having jurisdiction, to insure the prompt prevention

or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. Sub-recipient specifically acknowledges and agrees that it has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with N.C. Gen. Stat. §64-25 *et seq*. Any Subcontractors employed by Developer shall also be in compliance with the federal E-Verify program in accordance with N.C. Gen. Stat. §64-25 *et seq*. Developer shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65. The undersigned certifies that Sub-recipient is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, Sub-recipient shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

45. Interpretation and Governing Law: All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

46. Severability: If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

47. Non-Appropriation Clause: In the event that appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The Grantee shall give the Sub-recipient written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such termination the Grantee shall have no further obligation to make any payments; the Grantee shall have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination. In such event, this Agreement shall terminate on the last day of the fiscal year for which

appropriations were received without penalty or expense to the Grantee any kind whatsoever.

48. No Presumption: None of the parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.

4953. Construction of Agreement: This Agreement shall be deemed to have been made in and shall be construed in accordance with and subject to the laws of the State of North Carolina. The captions and headings are inserted for convenience of reference and do not define,describe, extend or limit the scope or intent of this Agreement.

50. Entire Agreement: This Agreement, including Attachments A through C attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

51. Time: Time is of the essence in this Agreement and each and all of its provisions.

52. Counterparts: This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

53. Non-Waiver of Rights: It is agreed that either party's failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

54. Immunity Not Waived: This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. No party intends to waive its sovereign immunity by reason of this Agreement.

55. Liability of Officers and Agents: No officer, member, manager, agent or employee of the County, the Grantee, or the Sub-recipient shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, members, managers, agents, or employees shall be deemed to execute such documents in their official

capacities only, and not in their individual capacities. This Section shall not relieve any such officer, member, manager, agent or employee from the performance of any official duty provided by law.

56. National Objectives: The Sub-recipient certifieds that the activities carried out with funds provided under this agreement shall meet the CDBG programs National Objectives as defined in 24 CFR §570.201(c) as housing rehabilitation activities.

57. Authority to Act / IDA Certification: Each of the persons executing this Agreement on behalf of Sub-recipient does hereby covenant, warrant and represent that the Organization is a duly organized and validly existing Non Profit, and that the Sub-recipient has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the Sub-recipient were authorized to do so. The undersigned certifies that Sub-recipient is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (theIran Divestment Act) of the State of North Carolina General Statutes.

58. Notice: All communications relating to this Agreement shall be through the parties' representatives. The parties may change representatives by written notice as provided herein. All notices under this Agreement must be in writing and given by certified mail, return receipt requested addressed as follows:

To the Grantee:	To the Sub Recipient:
(By hand delivery, overnight delivery services, or other methods requiring a physical address): City of Monroe 300 West Crowell Street Monroe, NC 28112 *(By United States Postal Service):* City of Monroe 300 West Crowell Street Monroe, NC 28112 Fax Number: (704) 290-1818	Union-Anson County Habitat for Humanity, Inc. 3702 Old Charlotte Highway Monroe, NC 28111

a. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

IN WITNESS WHEREOF, the City of Monroe and Union-Anson County Habitat for Humanity, Inc. have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF MONROE

BY: ______________________________

( ) ______________, Department Head
( ) Brian J. Borne, Interim City Manager

____
City Clerk

AGENCY:

BY: Mike Reece

( ) President, (X) CEO,
( ) Partner, ( ) Owner
( ) Other: ____________

ATTEST:

Ciria K. Costigan
Secretary

(CORPORATE SEAL)

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

Finance Officer: ______________________________ DATE: ______________
Lisa Strickland

Attachment A

2022 Urgent Home Repair Partnership between the City of Monroe Community Development Division and Union-Anson County Habitat for Humanity, Inc.

This proposal is a public-private partnership to provide critical home repairs to families who own and reside in a qualified census tract within the City of Monroe who need emergency repairs to keep them safe and secure by providing high quality housing. The City of Monroe will provide up to $350,000.00 in funding made possible by the US Dept. of Treasury State Local Fiscal Recovery Funds (SLFRF) to allow Union-Anson County to complete approximately 28 urgent home repair projects for qualified households. Each project shall not exceed $10,000 in total direct costs to allow us to complete repairs for a maximum number of families.

Projects will be capped at $10,000 per project to allow 28 households to be served located in the City of Monroe Qualified Census Tracts. Approved activities must be for home repairs and may include but are not limited to the following types of urgent and energy efficient repairs: Roof repairs and replacement, HVAC repairs and replacements, bathroom repairs and replacements, providing handicap accessibility to the family and weatherization projects such as windows, doors and insulation. Repairs shall be approved by our current URP project manager for each project and repairs may be completed by Habitat staff members or approved subcontractors.

Indirect costs may be charged to each project but shall not exceed 20 % of the total project costs. For example, a project which costs $8,000.00 in direct materials costs would qualify for up to $1,600.00 in indirect costs upon completion of the project.

Indirect costs could include the following items:
Purchase, repair and replacement of program tools and supplies.
Fuel, insurance, repair and replacement of equipment owned by UACHFH designated for this program.

Administrative costs related to the application process, screening of clients and client assessments.

Administrative costs related to program management, reporting and project management.

Households living outside of the qualified census tracts may also be assisted with urgent home repairs provided that they have been adversely affected by the Covid-19 pandemic. 20% of the repair projects may be located in other areas within the incorporated area of the City of Monroe. Households must be able to document that they suffered a financial hardship during the public health emergency. Financial hardship can be due to job loss/business closure, reduction in hours or pay, difficulty obtaining new employment, death of a spouse or co-borrower or increased expenses due to the pandemic. Increased expenses can be due to health care, Covid Diagnosis, the need to care for a family member, increased child care costs due to school closures or increased costs associated with quarantine, increased food cost, or housing insecurity AND households must meet the current published HUD User Dataset for low to moderate income guidelines less than or equal to 80% for Union County.

Union-Anson County Habitat for Humanity will provide a quarterly report to the City of Monroe to show documentation of the clients served, funding received and disbursed and overall success of this urgent home repair project. Union-Anson County Habitat for Humanity shall maintain all client files for five years from the closing of the grant and shall provide a copy of all files along with the disclosure form for all projects with documentation along with each invoice for indirect services.

Photo Identification: Unexpired State-issued driver's license, REAL ID, or identification card. Alternative Documents Accepted: Unexpired Passport, Military ID, or other State or Federal Photo ID, including the US Permanent Resident Card.

Primary Residency: Unexpired driver's license or photo identification with address matching home on application and mortgage or mobile loan statement.

Additional Required Documents: Deed/title to ownership verification and self-certification that the applicant does not own any additional residential or commercial property developed property, proof of home insurance (if applicable), or estate/trust documents

Income Documentation: Per the US Dept. of Treasury SLFRP Final Rule Disproportionately Impacted Households and Communities located in a Qualified Census Tract are assumed eligible.
Income Documentation for those not located in a Qualified Census Tract:

1. If applicable, supporting documentation for any household member who is a recipient of one of the following federal benefits programs is assumed eligible:
   - Food and Nutrition Services (Food Stamps, also known as SNAP) North Carolina Medicaid Program
   - NC Health Choice Program (also known as CHIP)
   - Child Care Subsidy
   - Work First Family Assistance (includes TANF)

2. Verification of income for each adult household member 18 years and older: 2020, 2021, and/or 2022 signed and submitted tax returns (IRS 1040, 1040A or 1040EZ) and: If income has significantly changed since most recent tax filing or

if individual did not submit tax returns, other supporting documents that could be submitted include:

- Pay stubs for one (1) full month
- Statement of gross annual income such as W2 or 1099
- Statement of gross annual income such as W2 or 1099
- Current benefits letter for Social Security or disability, retirement, pension, annuity, or death benefits
- Payment history reflecting gross benefit amount, deductions and recent payments from
- unemployment insurance, worker's compensation, or severance compensation
- Quarterly IRS Report or W-9 Tax Form (Self-Employment; Business Owner)
- Adults in the household with zero income should be identified on the application.

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	Brian Borne, Interim City Manager
DATE:	May 5, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Teresa Campo, Community Development Coordinator
SUBJECT:	Approval of Agreement for Mortgage & Foreclosure Assistance

SUMMARY STATEMENT

The City was awarded American Rescue Plan funding in the amount of $11,326,507.16. On November 9, 2021, City Council adopted a Budget Ordinance to allocate $1,000,000 of funding from the grant for housing related projects with our current public/private partners. Staff is seeking approval of an agreement for Mortgage & Foreclosure Assistance.

REVIEW

The City was awarded American Rescue Plan funding in the amount of $11,326,507.16. On November 9, 2021, City Council adopted a Budget Ordinance to allocate $1,000,000 of funding from the grant for housing related projects with our current public/private partners. An agreement with Monroe Union County Community Development Corporation for Mortgage & Foreclosure Assistance in an amount not to exceed $350,000 will require City Council approval and City Council authorization for the Interim City Manager to execute any and all documents.

The contract with Monroe Union County Community Development Corporation will provide services to eligible income households/individuals and/or Qualified Census Tract households/individuals who experienced financial hardship due to the pandemic on or after March 3, 2021. The expenses may include mortgage payment assistance, payment assistance for homeowner insurance, flood insurance, mortgage insurance, HOA fees and assistance with delinquent property taxes to prevent foreclosure, displacement or delinquency. The direct services will be up to $280,000 and indirect costs for administration of the program is 20% of the amount of the assistance up to $70,000.

RECOMMENDATION

Staff recommends forwarding to City Council with a favorable recommendation for approval of the contract with Monroe Union County Community Development Corporation for Mortgage & Foreclosure Assistance in an amount not to exceed $350,000 and authorize the Interim City Manager to execute the any and all documents.

Attachment: Agreement with Monroe Union County Community Development Corporation

STATE OF NORTH CAROLINA
COUNTY OF UNION
AGREEMENT BETWEEN
THE CITY OF MONROE
AND
MONROE UNION COUNTY COMMUNITY DEVELOPMENT CORPORATION
FOR
MORTGAGE & FORECLOSURE ASSISTANCE

THIS AGREEMENT made this the _____ day of ____________, 2022 by and between the CITY OF MONROE, a North Carolina municipal corporation ("Grantee"); and MONROE UNION COUNTY COMMUNITY DEVELOPMENT CORPORATION a North Carolina Non Profit Organization located at , Monroe, Union County, North Carolina ("Sub-recipient").

W I T N E S S E T H:

WHEREAS, pursuant to North Carolina General Statutes §160A-456 and futher guidance under §160A-20.1, the Grantee has the authority to provide assistance to Sub-Recipient and accordingly, has agreed to make public funds available to Sub-Recipient, so Sub-Recipient may render public services to residents in the City of Monroe. Expenditures of funds pursuant to this contract shall be from the non-tax revenues; and

WHEREAS, the Grantee has been awarded American Recovery Plan (ARP) funds from the United States Department of Treasury (US Treasury) and may provide ARP funds for Eligible Public Services under under the authority of the Public Purpose Clause of the North Carolina State Constitution (Article V, Sec. 2(1),(7); and

WHEREAS, the Grantee has set aside funds allocated under ARP for investment in Public Services; and

WHEREAS, Sub-recipient has agreed to provide services to eligible income households/individuals and/or Qualified Census Tract households/individuals ; and

WHEREAS, Sub-recipent is an established entity currently assisting in efforts at providing public services; and

WHEREAS, the Community Development Division Consolidated Plan for Programs includes goals to expand access to public services and affordable housing initiatives; and

WHEREAS, funding will aid in the provision of public services to eligible populations in the City of Monroe; and

WHEREAS, the Grantee agreed to fund the Sub-recipient and the Grantee desires to set forth the terms and conditions for the use of ARP funds by the Sub-recipient.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants and promises contained herein, the Grantee and Sub-recipient do hereby agree as follows:

1. Payments by Grantee: The Grantee shall make funds available to Sub-recipient for the program in accordance with US Treasury regulations; and up to the total amount of Three Hundred and Fifty Thousand Dollars ($350,000) in ARP funds. The funds shall be expended in accordance with the approved performance management and/or construction specifications on file contained in Attachment A and contained herein by reference. The funds shall be disbursed to Sub-recipient based on invoices for completed work and completed draw requests and may be submitted weekly. The direct services project will be up to Two Hundred and Eighty Thousand Dollars ($280,000) and the indirect costs per project is 20% for each completed project up to Seventy Thousand Dollars ($70,000).

2. Use of Funds: Sub-recipient will be reimbursed for funds provided under this Agreement for the foreclosure/mortgage assistance of up to 35 homeowner occupied propoerties located in the City of Monroe's Qualified Census Tracts located in Monroe, Union County, North Carolina ("The Project").

3. Management: The Sub-recipient shall provide responsive management in order to comply with the order to proceed and conditions of the direct assistance. The Sub-recipient shall submit each project file for review to the Grantee PRIOR to issuance of the direct reimbursement to the recipient and approval has been received in writing from the City. No reimbursement will be made for direct assistance provided to a recipient without prior approval from the Grantee.

4. Security: No Deed of Trust or Mortgage Note is Required.

5. Conditions for Advance of Funds: No Advancement of Funds.

6. Conflicts; Public Records: Prior to the receipt of any funds under this Agreement, the Sub-recipient shall report any potential conflict of interest transactions to the Grantee. The Sub-recipient also agrees to make its records and minutes available for public inspection, subject to the North Carolina Public Records Act. The information that might be subject to public inspection includes, but is not limited to, financial statements, income information, credit reports, and statistical information on service recipients. The Sub-recipient shall not release or allow public inspection of any confidential information. Confidential information is defined to

include (1) social security or employer taxpayer identification numbers; (2) drivers license, state identification card, or passport numbers; (3) checking account numbers; (4) savings account numbers; (5) credit card numbers; (6) debit card numbers; (7) personal identification (PIN) code as defined in G.S. 14-113.8(6); (8) digital signatures; (9) any other numbers or information that can be used to access a person's financial resources; (10) biometric data; (11) medical information; (12) fingerprints; and (13) passwords.

7. Term of Agreement: The term of this Agreement shall extend from February 22, 2022 – June 30, 2023.

8. Definitions: For the purpose of this Agreement, Public Services is designed to benefit low to moderate income households/individuals and/or households/individuals located in a Qualified Census Tract and funds are to be used for the Monroe Housing Assistance Program as described in Attachment A and incorporated herein by reference.

9. Use by Faith Based Organizations: As provided by 24 C.F.R. §570.200, faith based organizations are eligible on the same basis as any other organization, to participate in the ARP program. Neither the Federal government nor a State or local government receiving funds under ARP programs shall discriminate against an organization on the basis of the organization's religious character or affiliation.

10. Non Discrimation In Programs and Activies: As provided by 42 U.S.C. §5309; Nondiscrimination in programs and activities. prohibited conduct requires no person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this chapter. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 [42 U.S.C. 6101 et seq.] or with respect to an otherwise qualified handicapped individual as provided in Section 794 of Title 29 of the United States Code shall also apply to any such program or activity.

11. Interest of Certain Federal Officials: No member of or Delegate to Congress of the United States, and no resident commissioner, shall be admitted to any share any part of this Agreement or to any benefit to arise from same.

12. Interest of Members, Officers or Employees of Sub-Recipient, Members of Local Governing Body, or Other Public Officials: No member, officer or employee of Sub-recipient, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no

other public officials of such locality or localities who exercise any functions or responsibilities to the program during his tenure or for one year thereafter, shall have any interest direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement. Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

13. Prohibition Against Payments of Bonus or Commission: The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining approval of the application for such assistance, or approval of applications for additional assistance, or any other approval or concurrence of US Treasury required under this Agreement, with respect thereto; provided, however, that reasonable fees or bona fide technical, consultant, managerial, or other services, other than actual solicitation are not hereby prohibited if otherwise eligible as program costs.

14. Retention of Records: All original financial records, supporting documents, statistical records and all other records pertinent to this contract shall be provided to the Grantee to be retained for a period of five years following the expiration of the term of this contract with the following qualifications:

If any litigation, claim or audit is started before the expiration of the five year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

Records for personal property not consumed in the ordinary course of business acquired with the funds made available under this Agreement shall be retained for four years after final disposition of said property.

The Secretary of the Treasury, Comptroller General of the United States, City Manager of the City of Monroe, and any of their duly authorized representatives shall have access to any pertinent books, documents, papers and records of Sub-recipient to make audits, examinations, excerpts and transcripts.

15. Performance Report: Sub-recipient shall provide to Grantee performance reports on a quarterly basis during the term on this Agreement. The reports shall describe Sub-recipient's progress in implementing the Program described in this Agreement during construction and throughout the rehabilitation period. The reports shall provide sufficient information to indicate the Sub-recipient's compliance with the agreement.

16. Site Monitoring: The project site may be inspected during the funding period for compliance with the specifications on file. Client files may be inspected by the City of Monroe or other applicable government agencies for fiscal and/or programmatic compliance with this Agreement. Notice will be provided to Sub-recipient in writing electronically and/or first class mail of the site monitoring inspection(s).

17. Desk Monitoring: Throughout the term of this agreement, the Sub-reicipient shall track its performance in achieving the public purpose consistent with the annual goals and objectives stated in the Sub-recipient's application for funding. In addition, the Sub-recipient shall provide quarterly reports with demographics and income (if applicable), and complete a year-end report form at the conclusion of the term of this agreement to the City of Monroe's Community Development Division. Failure to submit quarterly reports based on the following timelines may result in a suspension or revocation of funding and/or ineligibility of future funding opportunities:

Report	Time Period	Due Date
Quarterly Report	07/01/22 – 09/30/2022	October 15, 2022
Quarterly Report	10/01/22 – 12/31/2022	January 15, 2023
Quarterly Report	01/01/23 – 03/31/2023	April 15, 2023
End of the Year Report Up to June 30th.	Due:July 15, 2022	July 15, 2023, July 15, 2024

18. Debarment and Suspension: Federal awarding agencies and developers shall comply with the nonprocurement debarment and suspension common rule implementing Executuve Orders 12549 and 12689, "Debarment and Suspension." This common rule restricts subawards and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

19. Financial Management Standards: The Sub-recipient shall comply with all financial management standards outlined in 2 CFR Part 200 accessed online at: http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf.

20. Advancing Equity and Support: The Treasury encourages projects to advance sharted interests and promote equitable delivery of government benefits and opportunities to underserved community as outlined in Executive Order 13985.

21. Financial Reporting Requirements: The Sub-recipient shall comply with all financial management standards outlined in the 2 CFR Part 200 accessed online at: http://portal.hud.gov/hudportal/documents/huddoc?id=15-01sdn.pdf.

22. Project Closeout Procedures: In the event of construction: Closeout, completion, termination, or suspension of the project for this Agreement is made available, the following procedures shall apply:

a) Sub-Recipient will provide the following: Invoices, proof of payment, owner's final acceptance, Section 3 certification (if applilcable. City shall obtain from Sub-Recipient within 90 days after the date of completion of the project all financial, performance or other reports required under the provisions of this Agreement.

b) In the event a final audit has not been performed prior to closeout of the grant, City shall retain the right to recover an appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

c) In addition to the final audit required under this Agreement, Sub-reicipient shall conduct an audit that complies with the provisions found in 24 CFR 200 in the event of closeout, completion, termination or suspension of the grant by which this Agreement was funded.

d) The provisions of this paragraph shall apply upon completion of the program for the activity funded under this Agreement or upon termination of this Agreement for any reason whatsoever.

23. Compliance with Assurances:

Sub-recipient shall comply with the Federal Requirements for the ARP program as set forth in the United States Department of Treasury Interim Final Rule, 31 CFR, Part 35, Coronavirus State and Local Fiscal Recovery Funds, Compliance and Reporting Guidand for State and Local Fiscal Recovery Funds. (summary below) and accessed online: https://home.treasury.gov/system/files/136/SLFRF-Compliance-and-Reporting-Guidance.pdf. The City reserves the right to substitute the funding source with Community Development Block Grant and/or general funds.

23. Cash Depositories: No advance of funds are made under this agreement.

24. Grantor Recognition: The Sub-recipient shall ensure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled; acknowledgement must be listed in a place appropriate to the sponsorship page, and can be listed as additional resources. Sub-recipient should identify the City of Monroe as a supporter of the project and or overall operation on its newsletters, brochures, printed advertising and other printed materials and publications. All publicity, news releases, or programs must contain the prominently positioned caption of the CITY OF MONROE and DEPARTMENT OF

UNITED STATES TREASURY as a funding source, if applicable.

25. Historic Places: In carrying out any programs funded in part or in whole with funds made available under the terms of this Agreement, Sub-reicipient shall take into account the effect of such program on any structure listed or nominated for listing on the National Register of Historic Places maintained by the National Parks Service of the US Department of the Interior. Sub-recipient shall make every effort in carrying out such programs to eliminate or minimize adverse effects on a historic property and shall comply with applicable provisions of the National Preservation Act of 1966 (16 USC 470), Executive Order 11593 (Amended in 2006), and the Preservation of Archeological and Historic Preservation Officer to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects by the proposed program or activity, and by complying with all requirements established by HUD to avoid or mitigate adverse effects upon such properties.

26. Real Property Acquisition Policies: No acquisition is authorized under this agreement.

27. Environmental Review and Conditions:

    a) Actions before Environmental Reviews: In accordance with 24 CFR Part 58, recipients, sub-recipients, owners, developers, sponsors or any third-party partners cannot undertake any physical actions on a site, commit, expend, or enter into any legally binding agreements that constitute choice-limiting actions for any HUD or non-HUD funds before the environmental review process has been completed and the City has received a Release of Funds from HUD, if required. Choice-limiting actions as defined by HUD as expenditure of funds or entrance into a legally binding agreement for property acquisition, demolition, movement, rehabilitation, conversion, repair or construction. Please contact **Community Development Division BEFORE** undertaking any of the above actions to determine if clearance has been obtained. Undertaking a choice-limiting action (as defined above) prior to receiving environmental clearance will result in the automatic de-obligation of the ARP award or Community Development Block Grant award.
    b) Environmental Conditions: All actions under this agreement are subject to Environmental Record and Review on file with the Community Development Division.

28. Termination of Agreement: Each party shall have the right to terminate this Agreement because of default by the other party by giving the other party

thirty (30) days written notice of termination and this provision shall take precedence over the term of this contract as hereinbefore stated. In the event of such termination, Sub-recipient agrees to refund the City all monies made available to Sub-recipient under the provisions of this Agreement which Sub-recipient retains as of the effective date of termination less all costs and expenses incurred by Sub-recipient in accordance with the terms of this Agreement. In addition, Sub-recipient shall provide City with a financial accounting, as required by City, for all funds received by Sub-recipient and on hand up to the date of termination.

In the event that Sub-recipient is in default under this Agreement, Sub-recipient's investment member or special member may cure such default on behalf of Sub-recipient, and such cure shall be accepted or rejected on the same terms as if made by Sub-recipient itself.

29. Action of City in the Event of Breach of Contract: In the event that review of Subrecipient's performance shows non-conformance to any of the terms or conditions contained herein, Sub-recipient shall be in breach of this Agreement and the Grantee may take corrective action as it deems necessary including, but not limited to, withholding or reduction of any funds not yet paid to Sub-recipient.

30. Release and Indemnity: To the maximum extent allowed by law, the Subrecipient shall defend, indemnify, and save harmless the City, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Subrecipient or anyone directly or indirectly employed by them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Subrecipient shall at its sole expense defend the City, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" includes expenses, interest, and reasonable attorney's fees. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this contract.

31. Insurance and/or Bond Requirements:

a.) The Sub-recipient shall take out and maintain during the life of this contract Commercial General Liability (CGL) Insurance with a total limit of not less than $1,000,000 each occurrence for bodily injury and property damage. (See Exhibit "A") If such CGL insurance contains a general aggregate limit, it shall apply separately to this project/location or the general aggregate shall be twice the required limit. CGL insurance shall be written on Insurance Services Office (ISO) "occurrence" form CG 00 01 covering Commercial General Liability or its equivalent and shall cover the liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

a.) The Grantee, its officers, officials, agents and employees are to be covered as additional insureds under the CGL by endorsement CG 20 26 or an endorsement providing equivalent coverage as respects to liability arising out of activities performed by or on behalf of the Sub-recipient; products and completed operations of the Sub-reicpient; premises owned, leased or used by the Sub-recipient. (Attachment B)

b.) The Sub-recipient shall take out and maintain during the life of this contract Business Automobile Liability Insurance providing limits at least in the amount of $1,000,000 each accident, Combined Single Limits. Such insurance shall cover liability arising out of any auto, including hired and non-owned autos. Business Automobile Liability coverage shall be written on ISO form CA 00 01, or a substitute form providing equivalent liability coverage. (Attachment B)

c.) The Sub-recipient shall take out and maintain during the life of this contract Workers' Compensation and Employers' Liability Insurance covering all of the Developer's employees involved in the performance of this contract providing the required statutory benefits under North Carolina Workers' Compensation Law and Employers Liability Insurance providing limits at least in the amount of $500,000 each accident for bodily injury by accident, $500,000 each employee for bodily injury by disease and $500,000 policy limit (Attachment B).

d.) The Sub-recipient shall furnish the Grantee evidence of insurance and/or bond required under this contract in the form of a Certificate of Insurance attested by the insurance carrier or appointed agent, indicating the type, amount, class of operations covered, effective date and expiration date of all policies. Receipt of the actual endorsement adding the Grantee, its officers, officials, agents and employees as additional insureds in conjunction with the Certificate of Insurance is required. A copy thereof shall be inserted in each copy of this agreement and shall become a part of this agreement. Each insurance policy required by this contract shall be endorsed to state that the coverage shall not be canceled by either party except after fifteen (15) days prior written notice has been given to the City addressed to

COMMUNITY DEVELOPMENT DIVISION, PO Box 69, Monroe, NC 28411. The Sub-recipient shall provide that the insurance contributing to satisfaction of insurance requirements in this agreement shall not be canceled, terminated or modified to reduce insurance coverage by the Sub-recipient without prior written approval of the City.

32. Independent Contractor: Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Sub-recipient shall at all times remain an "Independent Contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Developer is an independent contractor.

33. Assignment of Agreement: It is mutually agreed by the parties hereto that this Agreement is not transferable by either party without the written consent of the other party to this Agreement.

34. Subcontracts: Sub-recipients shall utilize no subcontracts for carrying out the services to be performed under this Agreement without the written approval of the Grantee.

35. Non-Waiver of Rights: It is agreed that the Grantee's failure to insist upon the strict performance of any provision of this Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this Agreement.

36. Binding Effect: Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

37. Continuing Obligation: The parties will make and execute all further instruments and documents required to carry out the purposes and intent of the agreement.

38. Reference: Use of the masculine includes feminine and neuter, singular includes plural; and captions and headings are inserted for convenience of reference and do not define, describe, extend or limit the scope of intent of the agreement.

39. Interpretation: All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained

herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

40. Saving Clause: If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

41. Amendments: The Grantee may, at its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of activities to be undertaken as part of this Agreement, such modifications shall be incorporated only by written amendment signed by both City and Developer.

42. Underlying Conditions and Regulations: This Agreement shall be subject to any and all terms and conditions of any and all applicable underlying grants or agreements by which the City receives funding from the United States of America, State of North Carolina or any agencies or subdivisions thereof to finance in part or in whole this contract. This Agreement shall be subject to all amendments, changes or other modifications to said grants, agreements or the laws and regulations under which they are promulgated that may occur during the term of this Agreement or any subsequent extensions of it. The purpose of this provision is to make it clear to all parties that the Grantee remains fully obligated to the original source of such funds notwithstanding the designation of Sub-recipient as the third party beneficiary for the undertaking of all or part of a program for which assistance is being originally provided to the Grantee and in turn is being appropriated to Sub-recipient under this contract. Sub-recipient is required and hereby acknowledges responsibility for complying with all lawful requirements which may be imposed upon the Grantee and which are deemed necessary by the funding agency and Grantee to ensure that the program with respect to which assistance is being provided under this contract is carried out in accordance with the Grantee's assurances and certifications to the original source of such funds. Such assurances include, by way of example and not limitation, representations: that the use of such funds will be used in a non-discriminatory manner; etc. Wherever possible, such grant agreements and laws and regulations under which they are administered are specifically incorporated by reference and made a part of this Agreement but such listing is not intended to be exclusive. The Grantee shall give written notice of any such terms, conditions, requirements or other matters set forth hereinabove in this paragraph for the same to be effective and binding on Sub-recipient. It is

expressly understood and agreed between the parties that all or part of the funds intended to be used in the performance of this contract are derived at least in part from state and/or federal grant sources. To the extent of such funds, the Grantee is dependent upon these outside agencies for the funds. Upon the Grantee's failure or refusal to continue to complete such contract, by reason of the loss of such funds, the Grantee will not be held liable for damages proximately resulting from such delay, reduction or elimination of funds or be subjected to other equitable relief to require continuation of the project called for hereunder or completion of it to the degree of funding originally completed when this contract was first signed.

43. Suspension or Termination: Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least thirty (30) days before the effective date of such termination. Partial terminations of the scope of service in Paragraph 2 above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Sub-recipient under this Agreement shall, at the option of the Grantee, become the property of the Grantee, and the Sub-recipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination. The Grantee may also suspend or terminate this Agreement, in whole or in part, if the Sub-recipient materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the Grantee may declare the Sub-recipient ineligible for any further participation in the Grantee's contracts, per the City Manager's approval, in addition to other remedies as provided by law. In the event there is probable cause to believe the Sub-recipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold all or any portion of said contract funds until such time as the Sub-recipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

44. Other Laws and Regulations: Sub-recipient will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances including those regarding toxic, hazardous and solid wastes and any pollutants; public and private nuisances; health or safety; and zoning, subdivision or other land use controls. Sub-recipient will take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all relations and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Management, Health Departments, and any other federal,

state or local agency having jurisdiction, to insure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes, and ordinances or any permits or conditions issued thereunder. Sub-recipient specifically acknowledges and agrees that it has complied with and shall continue to comply with the provisions of the federal E-Verify program in compliance with N.C. Gen. Stat. §64-25 *et seq*. Any Subcontractors employed by Developer shall also be in compliance with the federal E-Verify program in accordance with N.C. Gen. Stat. §64-25 *et seq*. Developer shall maintain adequate safeguards with respect to sensitive customer information in conformance with and pursuant to 16 C.F.R. §681.1 and in accordance with N.C. Gen. Stat. §132-1.10 and §75-65. The undersigned certifies that Sub-recipient is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (the Iran Divestment Act) of the North Carolina General Statutes. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147, Sub-recipient shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

45. Interpretation and Governing Law: All of the terms and conditions contained herein shall be interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard.

46. Severability: If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful, or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

47. Non-Appropriation Clause: In the event that appropriations of money to conduct and administer the presently scheduled program are lawfully reduced or terminated, or it is deemed in the public interest and necessity for the health, safety, or welfare of the public to so reduce or terminate this scheduled program, the Grantee, at its option, has the right to terminate this Agreement effective upon the end of the fiscal year. The Grantee shall give the Sub-recipient written notice of termination under the provisions of this paragraph immediately upon receipt of actual notice by the Grantee of a reduction or termination of appropriations of money for the scheduled program, or any other necessity to reduce or terminate the program. Following the effective date of such termination the Grantee shall have no further obligation to make any payments; the Grantee shall have no right to recover any payments heretofore paid which were due and payable prior to the effective date of such termination. In such event, this

Agreement shall terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the Grantee any kind whatsoever.

48. No Presumption: None of the parties shall be considered the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof. This Agreement was drafted with substantial input by all parties and their counsel, and no reliance was placed on any representations other than those contained herein.

4953. Construction of Agreement: This Agreement shall be deemed to have been made in and shall be construed in accordance with and subject to the laws of the State of North Carolina. The captions and headings are inserted for convenience of reference and do not define,describe, extend or limit the scope or intent of this Agreement.

50. Entire Agreement: This Agreement, including Attachments A through C attached, which are incorporated herein and made a part hereof, constitutes the entire contract between the parties, and this Agreement shall not be changed except in writing signed by all the parties.

51. Time: Time is of the essence in this Agreement and each and all of its provisions.

52. Counterparts: This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

53. Non-Waiver of Rights: It is agreed that either party's failure to insist upon the strict performance of any provision of this agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under this agreement.

54. Immunity Not Waived: This Agreement is governmental in nature, for the benefit of the public, and is not intended to be for private profit or gain. No party intends to waive its sovereign immunity by reason of this Agreement.

55. Liability of Officers and Agents: No officer, member, manager, agent or employee of the County, the Grantee, or the Sub-recipient shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions

contemplated hereby. Such officers, members, managers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section shall not relieve any such officer, member, manager, agent or employee from the performance of any official duty provided by law.

56. National Objectives: The Sub-recipient certifieds that the activities carried out with funds provided under this agreement shall meet the CDBG programs National Objectives as defined in 24 CFR §570.201(c) as housing rehabilitation activities.

57. Authority to Act / IDA Certification: Each of the persons executing this Agreement on behalf of Sub-recipient does hereby covenant, warrant and represent that the Organization is a duly organized and validly existing Non Profit, and that the Sub-recipent has full right and authority to enter into this Agreement, and that each and all persons signing on behalf of the Sub-recipient were authorized to do so. The undersigned certifies that Sub-recipient is not listed on the Final Divestment List created by the N.C. State Treasurer pursuant to Chapter 147 (theIran Divestment Act) of the State of North Carolina General Statutes.

58. Notice: All communications relating to this Agreement shall be through the parties' representatives. The parties may change representatives by written notice as provided herein. All notices under this Agreement must be in writing and given by certified mail, return receipt requested addressed as follows:

To the Grantee:	To the Sub Recipient:
(By hand delivery, overnight delivery services, or other methods requiring a physical address): City of Monroe 300 West Crowell Street Monroe, NC 28112 *(By United States Postal Service):* City of Monroe 300 West Crowell Street Monroe, NC 28112 Fax Number: (704) 290-1818	Monroe Union County Community Development Corporation 349 East Franklin Street Monroe, NC 28112

a. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

IN WITNESS WHEREOF, the City of Monroe and Monroe Union County Community Development Corporation. have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF MONROE	**AGENCY:**
BY: ______________________________	BY: ______________________________
( ) _______________, Department Head	(✓) President, ( ) CEO,
( ) Brian J. Borne, Interim City Manager	( ) Partner, ( ) Owner
	(✓) Other: Executive Director

ATTEST:

______________________________ ______________________________

City Clerk Secretary

(CORPORATE SEAL)

MONROE-UNION COUNTY CDC CORPORATE SEAL 1990 NORTH CAROLINA

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

Finance Officer: ______________________________ DATE: _______________

Lisa Strickland

Attachment A

2022 Monroe's Homeowner's Assistance Fund (MHAF) with the City of Monroe Community Development Division and Monroe Union County Corporation

Program Design:

The MHAF program will assist eligible homeowners with qualified expenses who experienced financial hardship due to the pandemic on or after March 3, 2021. The expenses may include: mortgage payment assistance, payment assistance for homeowner insurance, flood insurance, mortgage insurance, HOA fees, and assistance with delinquent property taxes to prevent foreclosure, displacement or delinquency.

The expenses must be related to the homeowner's primary residence and not exceed a maximum of $7500. Homeowners must be delinquent or facing imminent default. Funding will be used to pay mortgage related expenses not to exceed $7,500.00. Funding must be sufficient enough to bring the homeowner current if delinquent. To be eligible, the homeowner must be located in a Qualified Census Tract and meet the Covid related financial hardship criteria. All homeowners are income qualified if located in the Qualified Census Tract.

Covid related financial hardship can be due to job loss/business closure, reduction in hours or pay, difficulty obtaining new employment, death of a spouse or co-borrower or increased expenses due to the pandemic. Increased expenses can be due to health care, Covid Diagnosis, the need to care for a family member, increased child care costs due to school closures or increased costs associated with quarantine.

Answer the questions below to see if you might be eligible:

- Do you own a primary residence in a Qualified Census Tract within the City Limits of Monroe, North Carolina? (Census tract to be certified by the City of Monroe).

- Have you experienced a pandemic-related financial hardship? i.e. Unemployment, increased food or housing insecurity, or other Covid-19 related sickness (death), quarantine (loss of pay).

- Do you need financial assistance with a housing expense related to your primary residence? i.e. mortgage, taxes, insurance, HOA Dues, utilities.

Attachment A

2022 MHAF with the City of Monroe Community Development Division and Monroe Union County Corporation Con't

The MHAF was created for homeowners in the City of Monroe to help prevent mortgage delinquencies, defaults, displacements, and foreclosures due to the coronavirus pandemic. To determine eligibility, the following documents are to be submitted with application. The funding is made possible by the US Dept. of Treasury State Local Fiscal Recovery Funds (SLFRF).

Photo Identification: Unexpired State-issued driver's license, REAL ID, or State Issued identification card. Alternative Documents Accepted: Unexpired Passport, Military ID, or other North Carolina State or Federal Photo ID, including the US Permanent Resident Card. Only Legal Residents are Eligible.

Ownership/Primary Residency: Unexpired driver's license or photo identification with address matching home on application and mortgage or mobile loan statement Additional Required Documents: Deed/title to ownership, verification and self-certification that the applicant does not own any additional residential or commercial property developed property, proof of home insurance (if applicable), or estate/trust documents.

Income Documentation: Per the US Dept. of Treasury SLFRP Final Rule Disproportionately Impacted Households and Communities located in a Qualified Census Tract are assumed eligible.

Duplication of Benefits (if applicable): Award documentation of other assistance for housing costs either applied for and/or received since your delinquency started. This would include any mortgage/loan payment assistance, payment of/partial payment of property taxes, homeowner/condo association fees, and/or insurance for the property. This does not include assistance from the mortgage lender.

Supporting documentation for your home-related financial hardships (depending on assistance requested):
Mortgage Statements or Mobile/Manufactured Home Loan (if applicable): Most recent mortgage/loan statement for each lien with loan balance or loan reinstatement estimate from mortgage, or loan servicer (if applicable) and loan number(s)

Taxes(If applicable) Most recent property tax statement

Attachment A

2022 MHAF with the City of Monroe Community Development Division and Monroe Union County Corporation Con't

Homeowner's Association Fees, Condominium Association Fees or Common Charges (if applicable): Most recent invoice for homeowner's association fees, condominium association fees, or common charges (including for a lien extinguishment)

Insurance: Most recent copy of declarations page, statements, or other documents showing an outstanding delinquency

Utilities: Bills must be in Applicant Name and for the Primary Address. No business accounts are eligible.

Attachment B

Certificate of Insurance

ACORD

COMMDE0001 HUXKA1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/28/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Carolina Underwriters P.O. Box 190 Cornelius, NC 28031	CONTACT NAME: PHONE (A/C, No, Ext): (704) 849-8080 FAX (A/C, No): (704) 849-8050 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Selective Insurance Co. of South Carolina — 19259
INSURED MONROE UNION CO. COMM. DEVELOPMENT P.O. Box 887 Monroe, NC 28111-0887	INSURER B: Accident Fund Ins. Company — 12304
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY; CLAIMS-MADE [X] OCCUR; GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC; OTHER			S 2023587	4/18/2021	4/18/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 20,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY; ANY AUTO; OWNED AUTOS ONLY; SCHEDULED AUTOS; X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY			S 2023587	4/18/2021	4/18/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR; EXCESS LIAB CLAIMS-MADE; DED RETENTION $			S 2023587	4/18/2021	4/18/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N; ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH); If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCV6082470	4/18/2021	4/18/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER	CANCELLATION
CITY OF MONROE 300 W CROWELL STREET Monroe, NC 28112	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

Federal R.A.I.S.E. Grant

One-way Conversion

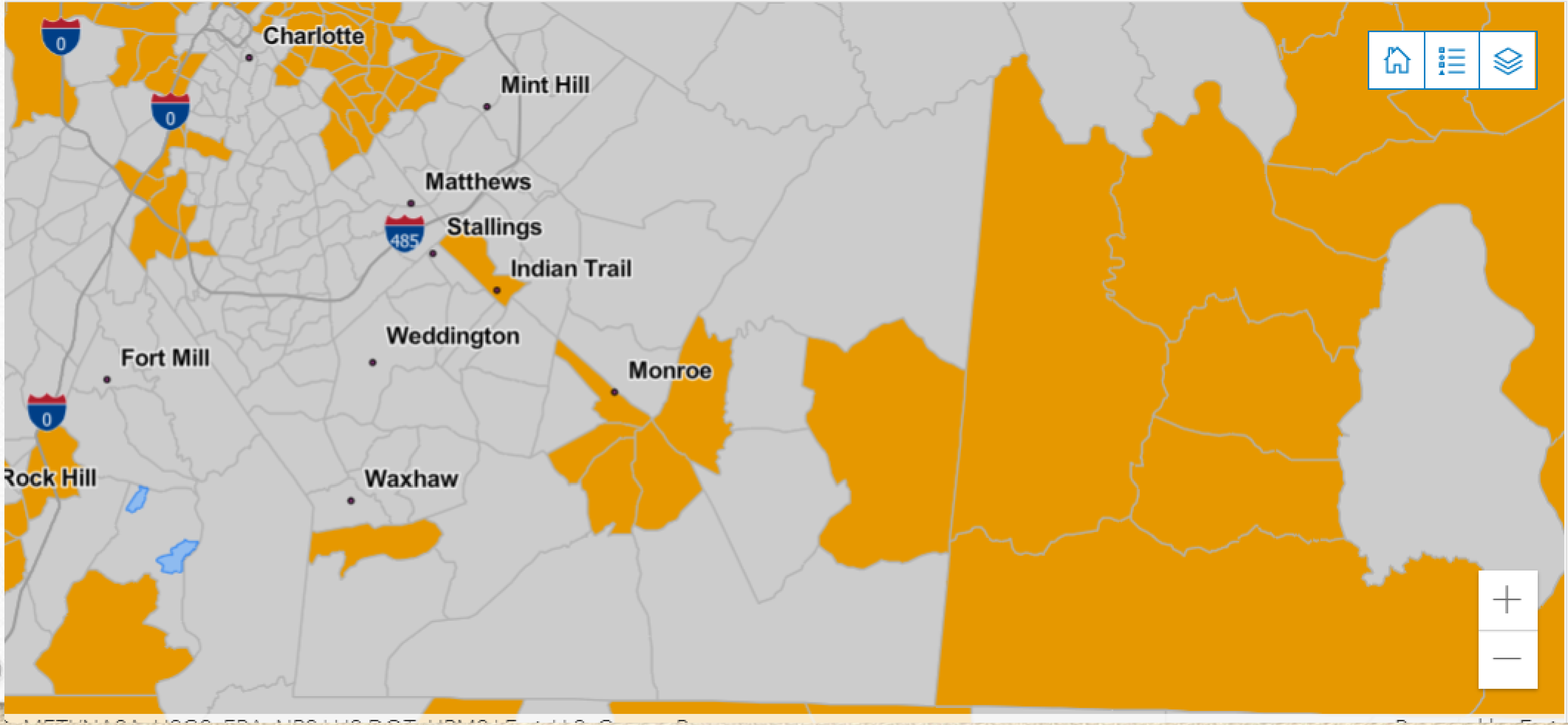
What is it?

- Rebuilding American Infrastructure with Sustainability and Equity
- Part of the Bipartisan Infrastructure Law
- $1.5 billion for FY 2022 alone
- Funds capital investments in surface transportation

- Additional funding for "Areas of Persistent Poverty and Historically Disadvantaged Communities"

Transportation Disadvantaged Census Tracts (Historically Disadvantaged Communities)

our state of interest. Use the +/- icons or mouse wheel to zoom into the map. Click and drag the map area to pan. Use the select tool on the
portation Disadvantage indicators will be visible in **orange**. Single-click on a Census tract to view the tract number and Transportation Disadv
to return to the continental US extent.



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RAISE Grant Basics (cont'd)

Eligible Cost Share/Match

- Federal cost share up to 80% in urban areas
- Federal cost share up to 100% in:
  - Rural areas
  - Areas of Persistent Poverty
  - Historically Disadvantaged Communities

Minimum Award Size

- $5 million for projects in urban areas
- $1 million for projects in rural areas

Maximum Award Size

- $25 million per project
- $225 million per State

What Projects Compete Well?

- Project demonstrates clear, direct, significant, local or regional impacts relative to the merit criteria
- Project demonstrates designing or building infrastructure beyond common practice
- The benefits appear reasonable and justifiable
- Project has reasonable timeline for completion
- Presents a clear story walking through the challenges addressed by the project and details the project impact
- Results in good-paying jobs, improves safety, applies transformative technology
- Explicitly considered climate change and racial equity in the planning and design stage
- Emphasizes improved access to reliable, safe, and affordable transportation, particularly for underserved and overburdened communities

- *recycle or redevelop brownfield or electrification or zero emission infrastructure

Application Content

- SF-424
- Project Information Form
- The Department recommends that the project narrative follow the basic outline:
  I. Project Description
  II. Project Location
  III. Grant Funds, Sources, and Use of Project Funding
  IV. Merit Criteria
  V. Project Readiness: Environmental Risk Review (capital projects only)
  VI. Benefit-Cost Analysis with attached supporting documents (capital projects only)

+ RAISE Merit Criteria

Applications should address each criterion or expressly state that the project does not address the criterion.

Safety
Environmental Sustainability
Quality of Life
Mobility and Community Connectivity
Economic Competitiveness
State of Good Repair
Partnerships and Collaboration
Innovation

RAISE Merit Criteria Evaluation

- Each of the eight criteria receive a rating of “high,” “medium,” “low,” or “non-responsive” based on the **rubric in the NOFO**.
- Generally, the ratings are structured as follows:
  - **High:** primary project purpose, significant benefits, beyond standard, common practice.
  - **Medium:** primary project purpose, clear and direct benefits, aligned with common practice for the project type
  - **Low:** benefits may be ancillary or incidental (rather than a primary purpose) or there may be limited information to assess the benefits
  - **Non-responsive**: Project negatively affects the criterion or for the application does not contain sufficient information to assess the criterion.

16

Project Delivery: What Should Successful Applicants Expect

- RAISE 2022 Announcements by August 12, 2022
- RAISE 2022 Modal Project Assignments Negotiations Initiated
- This is not a lump sum award; this is a reimbursement program
- Sign/Execute Grant Agreement (obligation)
- Any costs incurred prior to DOT's obligation of funds are ineligible for reimbursement unless authorized by DOT in writing after DOT's announcement of FY 2022 RAISE awards
- Reporting Requirements/Project Modifications
- Project Completion/Close-Out Performance Monitoring

*Obligation to complete by September 30, 2026

2021 NC Winners

High Point on the RISE	North Carolina	$ 19,801,253	Rural
Charlotte Multimodal Transit Hub	North Carolina	$ 15,000,000	Urban
Durham Belt Line	North Carolina	$ 9,000,000	Urban