

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, July 7, 2022 - 4:00 PM**

**AGENDA
www.monroenc.org**

1. General Services Committee Meeting Minutes of June 2, 2022
2. Budget Amendment for Monroe Aquatics and Fitness Center Treadmill Replacements
3. North Carolina Main Street Annual Agreements
4. Phil Bazemore Active Adult Center Audio/Visual Equipment Contract
5. Approve Transfer of Economic Development Vehicles/Equipment

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
June 2, 2022 4:00 PM

MINUTES

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

Absent: Committee Member Julie Thompson

Staff: Brian Borne, Interim City Manager; S. Mujeeb Shan-Khan, City Attorney; Lisa Strickland, Finance Director; Amy Austin, Accounting Analyst IV; Ryan Jones, Parks & Recreation Director; Matt Black, Downtown Director; Peter Cevallos, Airport Manager; Angela Duncan, Budget Analyst PT; Mary Lou Connelly, Senior Budget Analyst

Visitor(s): None

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on June 2, 2022. A quorum was present. Chairman Lynn Keziah presided.

Item 1. General Services Committee Meeting Minutes from May 5, 2022.

The minutes from the May 5, 2022 General Services Committee meeting were presented for the Committee's approval.

Mayor Pro Tem Anderson moved to approve the Minutes of the General Services Committee Meeting of May 5, 2022.

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 2. Grant from United States Tennis Association.

Parks & Recreation Director Ryan Jones presented a request for the Parks & Recreation department to accept the Parks and Recreation Grant from the United States Tennis Association in the amount of \$2,000.00.

The Parks and Recreation Department has received a grant in the amount of \$2,000.00 from the United States Tennis Association. These funds will allow staff the opportunity to equip and provide camps and clinics for youth and adults within the community. This grant will allow our department the ability to provide members of the community the opportunity to play tennis in a safe and meaningful way.

Staff requests approval from the General Services Committee to accept funds associated with the USTA Southern Parks and Recreation Grant.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 3. Centralina Area Agency on Aging Grant.

Parks & Recreation Director Ryan Jones presented a request to accept the 2022 Older American's Act allocation from the Centralina Area Agency on Aging in the amount of \$500.00 and requests a budget amendment.

The Parks and Recreation Department has received a grant in the amount of \$500.00 from the Centralina Area Agency on Aging. These funds will allow staff the opportunity to equip and provide active adult programs within the community. This grant will allow our department the ability to provide members of the community the opportunity to enjoy programs and facilities at a high quality level.

Staff requests approval from the General Services Committee to accept funds associated with the Centralina Area Agency on Aging Grant.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 4. Senior Center to Phil Bazemore Active Adult Center.

On December 3, 2019, City Council approved revisions to the naming of the renovated Enquirer Journal building to the Phil Bazemore Senior Center. Staff seeks approval to revise the naming of the renovated facility from the Phil Bazemore Senior Center to the Phil Bazemore Active Adult Center.

At the December 3, 2019, City Council meeting, Council approved revisions for naming the renovated senior center building (formerly the Enquirer Journal Building) to the Phil Bazemore Senior Center. At the conclusion of the Enquirer Journal building renovation, the current Senior Center facility, which is named the Ellen Fitzgerald Senior Center, will no longer be utilized as a senior center. However, the name of that building will remain named for Ellen Fitzgerald. Staff is requesting that the new facility that was approved to be named the "Phil Bazemore Senior Center" be revised to the "Phil Bazemore Active Adult Center". Current recreation trends have shown that previously named senior centers are better received by appropriate age groups utilizing these types of centers as active adult facilities. It is also worth noting, that the scope of activities offered at the new facility will include more opportunities for exercise and will focus on the member's access to active living programs and projects. The facility will remain true to the foundation of adult programming that provides opportunities for all skill and mobility levels, as well as, passive and active recreational activities. The new facility allows staff to broaden program offerings that include a focus on active lifestyles and will be more attractive to those within the demographic who are looking for more programming related to physical activity.

Staff requests that the General Services Committee recommend Council approval to revise the current name of the new "Senior Center" (formerly the Enquirer Journal Building) from the Phil Bazemore Senior Center to the Phil Bazemore Active Adult Center.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 5. Budget Ordinance – Grant modification for the Apron Rehabilitation.

Airport Manager Peter Cevallos requested committee approval for a budget Ordinance to receive federal grant funds and appropriate the necessary local matching funds for the Apron Rehabilitation Project (Areas A, B and Half of C) at the Charlotte-Monroe Executive Airport.

To close out the Apron Rehabilitation Project (Areas A, B and Half of C) at the Charlotte-Monroe Executive Airport, the City has to make a budget adjustment showing the receipt of additional grant funds of \$17,780, for additional pavement marking and aircraft tie-down work approved by the State and accomplished during the project. This grant requires a local match by the City of \$1,976.

Staff requests that the General Services Committee recommend to City Council to approve the budget Ordinance to receive federal grant funds in the amount of \$17,780 and appropriate the necessary local matching funds in the amount of \$1,976 for the Apron Rehabilitation Project (Areas A, B and Half of C).

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 6. Various Budget Adjustments for Budgetary Compliance for Fiscal Year 2022 Budget.

Finance Director Lisa Strickland presented a request for various adjustments be made to the fiscal year 2022 budget in order to recognize activity that was unanticipated and maintain budgetary compliance. All adjustments are outlined below.

Budget Amendment for various items as follows:

1. Due to an increase in fuel sales at the Charlotte-Monroe Executive Airport, a budget amendment is requested to adjust the expense budget in the amount of \$500,000 for fuel purchases. The offset to this increase is fuel sales.
2. Amendment proposed to cover higher than anticipated collections for water and sewer capacity fees in the amount of \$2,400,000. Water and sewer capacity fees are required by NC General Statute 162A-207(b) to be used for capital improvements related to new development and are transferred to the capital reserve fund to achieve this requirement.
3. Natural gas pricing has been at all-time historic lows from 2015-2021. The cost of natural gas has increased on average 70-80% this year over last fiscal year. As a result, a budget amendment to cover the natural gas purchases account budget in the amount of \$2,530,000 is requested. The City calculates natural gas customer rates on a monthly basis. This allows the City to accurately adjust for market pricing of natural gas purchases and recover market increases as part of natural gas revenue. The offset for this adjustment is the natural gas fee revenue.
4. Donations totaling \$303,395 have been received for both the Science Center and the Center Theatre. The donations and corresponding expense need to be adjusted with a budget amendment. Donations were designed for specific items by the donors in many cases or split between the two projects. The final amounts (net of administrative fees) were \$20,650 for Science Center Exhibits, \$5,826 for the Science Center pavers and programs and \$276,919 for the Center Theatre programming and pavers.
5. Center Theatre was not at full capacity during the fiscal year. Revenue losses from ticket sales and facility rentals will need to be covered by the General Fund fund balance and Theatre donations. The amount of the projected loss for the fiscal year is \$186,000 and a budget amendment to cover this amount is recommended. \$126,000 of this amount is from the General Fund and \$60,000 is from the Theatre Fund balance.

Staff recommends approval of the attached budget amendment containing various budget adjustments for Fiscal Year 2022. Staff shortages are the cause for low income on the theater. Some pavers are missing and Interim City Manager Brian Borne is going to look into it.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 7. Ratify Annual Service Contracts over \$100,000.

Finance Director Lisa Strickland presented a request that City Council approval is necessary for renewal of reoccurring service contracts for fiscal year 2023. Details are outlined below.

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

FY2023 Services Exceeding \$100,000			
Company Name	FY22 Expenditures	FY2023 Expenditures	Synopsis
Data Prose	\$164,200	\$167,484	Bill printing services for cycle bills (128,800) late notices (27,570) and tax statements (9235) Postage is included.
Green's Commercial Cleaning	\$428,988	\$441,857	Cleaning of city facilities. 3% increase from last year.
Lewis Tree Service Inc. (Formerly Carolina Tree Care)	\$389,988	\$438,520	Tree trimming services for electric right of ways. A 4% increase is expected by the contractor in FY2023.
Hinson Services	\$120,000	\$120,000	For maintenance, repair, and replacement of city HVAC systems. Amount may increase or decrease based upon the need of repairs and replacements.
Interlocal Risk Financing Fund of NC	\$528,000	\$607,000	The Property and Liability premium for all City Departments for FY2022 was \$528,000. The amount indicated is the amount budgeted for FY2023 and will not be exceeded.
Dawn Development	\$2,417,873	\$2,659,660	Construction services for electric and natural gas line installation. Cost increase due to services to growth and new subdivisions. With inflation and the rising cost of energy an increase near 10% is expected.
Tyler Technologies	\$220,000	\$220,000	City financial software maintenance and support fees.
Underground Solutions	\$119,800	\$119,800	The water main pipe bursting strategic initiative was implemented by the Water Resource Department in April 2014 and was designed to help close the infrastructure replacement gap for water mains. The trenchless pipe bursting technology requires fusible pipe materials. Currently, there is only one manufacturer of fusible PVC pipe (FPVC), Underground Solutions Inc., and the Water Resources Department is working with them as a sole source provider of the needed pipe materials. Pricing has been stable since April 2014. Quantities of the 6-inch and 8-inch pipe may vary slightly due to field condition encountered. Purchases will be made based on unit prices provided, and will not exceed available budgeted funds without additional approvals.

The contracts listed above are annual service contracts that reoccur each year. Funds for these contracts are included in the recommended fiscal year 2023 budget.

Staff recommends the General Services Committee forward to City Council for approval of the proposed service contracts and authorize the Interim City Manager to execute necessary contracts for fiscal year 2023.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Item 8. Budget Amendment for Downtown Dedication Bench.

Downtown Director Matt Black requested The General Services Committee to consider approval of a Budget Amendment and to appropriate funds received to the Downtown Department.

The Downtown Department has devised a commemorative bench program and has received a check in the amount of \$2,000 to be allocated back into the departments account.

Staff requests that the General Services Committee recommend to Council approval of the attached Budget Amendment and appropriate these funds to the Downtown account.

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

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

AYES: Chairman Keziah, Mayor Pro Tem Anderson

NAYS: None

Other:

None

There being no further business the meeting adjourned at 4:15 p.m.

Committee Chairman, Lynn Keziah



STAFF REPORT

TO: General Services Committee

VIA: Brian Borne, City Manager

DATE: July 7, 2022

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Budget Amendment for treadmill replacement at the Monroe Aquatics and Fitness Center.

SUMMARY STATEMENT

The General Services Committee is requested to consider a recommendation to City Council for a Budget Amendment of \$30,000.00 for the replacement of treadmills at the Monroe Aquatics and Fitness Center.

REVIEW

On June 14, 2022, City Council approved the fiscal year 2023 operating budget that included \$51,158.00 for the replacement of treadmills at the Monroe Aquatics and Fitness Center. The funds approved included an amount sufficient to provide replacement of treadmills that were the highest priority and no longer functional. At the time of request and based on current usage, the life of several other treadmills was projected to extend in to FY24. However, with the increase in usage experienced at the Monroe Aquatics and Fitness Center over the past 6 months, several of these treadmills are in need of replacement in FY23. In addition, priority budget cuts due to COVID had delayed replacement of this equipment in FY22. This request will allow MAFC staff the ability to provide equipment that meets the high standard of members and avoid a negative experience for members. This request also provides staff the opportunity to meet the timeline established in the Capital Improvement Plan related to replacement of this type of equipment that was delayed due to COVID.

RECOMMENDATION

Staff requests that the General Services Committee recommend Council approval of a Budget Amendment to appropriate funds from Monroe Aquatics and Fitness Center fund balance for treadmill equipment for \$30,000.00.

Attachment(s): BA-2022-27

BUDGET AMENDMENT
BA-2022-27

1. Amendment necessary to designate and appropriate funds from Monroe Aquatics and Fitness Center fund balance for treadmill equipment in the amount of \$30,000.

Monroe Aquatics and Fitness Center Fund:

Revenues:

Fund Balance	\$30,000
--------------	----------

Expenditures:

Operations	\$30,000
------------	----------

Adopted this 12th day of July, 2022.

Attest:

Marion L. Holloway, Jr., Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, City Manager

DATE: July 7, 2022

FROM: Matthew Black, Downtown Director

PREPARED BY: Matthew Black, Downtown Director

SUBJECT: NC Main Street Annual Agreement

SUMMARY STATEMENT

All designated Main Street and Small Town Main Street Communities are required to sign an Annual Agreement from Elizabeth Parham, Director, NC Main Street & Rural Planning Center, NC Department of Commerce, Rural Economic Development Division prior to the FY 2022-23.

REVIEW

All designated Main Street and Small Town Main Streets are required to sign a Memorandum of Understanding with NCMS. The memorandum, is a requirement of the NCMS, outlining the requirements and benefits of being designated as a Main Street Community.

Requirements are basic best practices for operating a Main Street program and broadly follows the National Main Street Accreditation standards. The benefits section outlines partnership, training, technical assistance, network, funding, resource, economic impact and recognition benefits offered to Main Street communities; and the Menu of Services document outlines Training and Education, Strategic Planning, Downtown Management, and Grants and Funding Services that our team provides.

There is no additional financial obligation associated with the signing of this agreement.

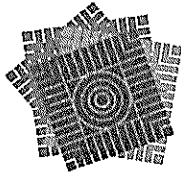
Monroe has been a designated community since 1998 and has signed an annual agreement with NCMS since 2015.

RECOMMENDATION

Staff requests General Services Committee recommend the NCMS Agreement be placed on the July 12, 2022 Consent Agenda for City Council approval for signature/execution by Downtown Director and the City Manager.

There is no additional financial obligation associated with the signing of this agreement.

Attachment(s):
2022-2023 Annual Agreement, NCMS Designation
Trademark Agreement



NC MAIN STREET *Designated Community*

Name of City/Town: _____

Date: _____

2022-23 Annual Agreement North Carolina Main Street® Designation

Designated Main Street communities (Main Street Director and the City/Town Manager) must sign this document and return to the NC Main Street & Rural Planning Center no later than June 30, 2022, to remain active in the program.

A signed document confirms that the local Main Street program has a thorough understanding of the benefits and requirements of active participation in the NC Main Street program. The Main Street Director should share a copy of the signed document with the Main Street Board of Directors.

Program Background

Nationally:

Main Street America™ has been helping revitalize older and historic commercial districts for more than 40 years. Today it is a network of more than 1,200 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

Main Street America is a mark of distinction. It is a seal, recognizing that participating programs, organizations, and communities are part of a national movement with a proven track record for celebrating community character, preserving local history, and generating impressive economic returns. Since 1980, over 2,000 communities have been part of Main Street, bringing renewed energy and activity to America's downtowns and commercial districts, securing more than \$89.57 billion in new investment creating 687,321 net new jobs and rehabilitating 303,836 buildings.

Main Street America is a time-tested strategy. Main Street America communities are encouraged to make use of a time-tested approach, known as the Main Street Approach. The Main Street Approach is rooted in a commitment to broad-based community engagement, a holistic understanding of the factors that impact the quality of life in a community, and strategic focus on the core principles of downtown and neighborhood revitalization: Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization. For more information, visit www.mainstreet.org.

In North Carolina:

The NC Main Street & Rural Planning Center within the N.C. Department of Commerce is the licensed agency that is charged with administering the Main Street program throughout the state. The Center is committed to following the

NC Main Street & Rural Planning Center
NC Department of Commerce – Rural Economic Development Division-
4346 Mail Service Center, Raleigh NC 27699-4346 (919) 814-4658 5/12/2022

program guidelines and licensing agreement as outlined by the National Main Street Center and signed by the N.C. Department of Commerce.

The N.C. Department of Commerce designates communities as a “North Carolina Main Street community”. When designated, the local city or town government, and specifically the chief elected official, is notified of the designation. The city or town government determines who will administer the Main Street program at the local level and the city or town manager communicates that information to the N.C. Main Street & Rural Planning Center. From time-to-time, that administration may change. If there is a change, this document outlines the steps that must be followed for a change in local administration to occur.

Since 1980, over 115 communities have directly benefitted from the North Carolina Main Street program, bringing economic strength to North Carolina’s downtown commercial districts, securing \$4.08 billion in new investment creating more than 30,234 net new jobs and rehabilitating 7,199 buildings.

Benefits for NC Main Street Communities

North Carolina Main Street communities’ benefit from the following:

Partnership:

- Communities selected to participate in the Main Street program become partners with the North Carolina Department of Commerce, NC Main Street & Rural Planning Center in a long-term, asset-based economic development effort that has proven to have a positive impact on investment and job creation.
- Main Street communities are limited in number and therefore receive focused and personal attention from NC Main Street staff.
- North Carolina communities are selected through a competitive process and only a few are designated; therefore, Main Street designation is an honor bestowed upon only a few special communities.
- In the first several years of a local Main Street program, the state of North Carolina invests approximately \$100,000 in on-site visits, training, and technical assistance. After the initial start-up phase, the state annually invests approximately \$5,000 in each Main Street community in the form of ongoing town-specific technical assistance, and statewide and on-site training for directors and volunteers.

Training:

- Main Street communities are eligible to attend and participate in the NC Main Street Conference, NC Main Street Basic Training, Board and Committee Training, NC Main Street Directors’ Meetings, Biannual Regional Meetings, and subject specific workshops.
- Designated North Carolina Main Street communities receive two free registrations to the North Carolina Main Street Conference held in March.

Technical Assistance:

- The North Carolina Main Street program staff guides designated communities through a strategic planning process which helps communities create a vision, develop economic development strategies that will transform downtown, and produce action plans so that limited resources are focused, and results are magnified.

3 | Page 2021-22 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

- The North Carolina Main Street staff guide participating communities through board development, volunteer development and downtown director training.
- The North Carolina Main Street staff provide guidance and support to communities on ways to find and develop financial resources.
- Property and business owners in Main Street cities receive free building exterior design recommendations from design specialists at the UNC-Greensboro Department of Interior Architecture, in collaboration with the NC Main Street & Rural Planning Center staff.
- The North Carolina Main Street staff provide guidance and training on the best practices for leveraging tourism based economic development in association with the NC Main-to-Main Trail, an initiative of the NC Main Street & Rural Planning Center.
- North Carolina Main Street staff has extensive experience in organizational development and nonprofit management, historic preservation, building rehabilitation, investment tax credits, incentive programs, tourism development, marketing, image building, special event development, communications, and a range of other pertinent areas.
- The North Carolina Main Street staff is among the nation's leading authorities on downtown development with experience helping North Carolina towns with revitalization challenges.
- The North Carolina Main Street staff assists communities with Main Street Director recruitment process.
- The North Carolina Main Street staff conducts an annual program assessment and review of each Main Street program.
- The North Carolina Main Street staff conducts an annual budget and salary analysis of Main Street programs.
- The North Carolina Main Street staff conducts an annual statistical data collection and analysis.

Network:

- North Carolina Main Street communities may use the Main Street trademarks on materials designed to promote the work of their program in collaboration with the State of North Carolina and the National Main Street Center.
- The North Carolina Main Street network possesses some of the most experienced downtown development professionals in the country.
- Main Street communities may take advantage of and participate in a special network of Main Street cities statewide and nationally, with over 1,200 communities across the nation, and 45 city, state, and regional Coordinating Programs, that participate in the Main Street program. This allows them to learn best practices, techniques, and strategies for downtown development.

Funding:

- When available, Main Street communities are eligible to apply for downtown revitalization funding programs to assist small business development and property rehabilitation.
- When available, Nationally **Accredited** Main Street communities are eligible to apply for funding programs through the National Main Street Center.
- The NC Main Street & Rural Planning Center maintains and distributes a funding guide of federal, state, corporate and foundation sources commonly used for funding downtown projects.

4 | Page 2021-22 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

Resources:

- Through the North Carolina Main Street program, communities can identify resource people, consultants, and specialists on topics of interest to the community.

Economic Impact:

- Since 1980 when the program began, Main Street communities in North Carolina have had over \$4.08 billion in new investment in their downtowns, a net gain of over 7,151 new businesses and a net gain of over 30,234 new jobs. This is serious economic development!
- The North Carolina Main Street staff facilitate statewide economic impact studies and collects data to determine trends in Main Street and Small Town Main Street communities.

Marketing & Recognition:

- Designated North Carolina Main Street communities are eligible to receive statewide recognition through the North Carolina Main Street Awards and Main Street Champions programs.
- In addition, designated communities are eligible for recognition by the National Main Street Center as a Nationally Accredited or Affiliate Main Street community.
- North Carolina Main Street communities receive marketing and recognition offered through the NC Main-to-Main Trail, an initiative of the NC Main Street & Rural Planning Center.
- Nationally Accredited Main Street communities are eligible to apply for national recognition through the Great American Main Street Awards® (GAMSA), a program of the National Main Street Center.
- North Carolina Main Street communities receive publicity about their programs through press releases distributed through the N.C. Department of Commerce, NC Main Street & Rural Planning Center updates and annual reports, Main Street presentations, and the NC Main Street social media sites.

*Note – in the event of a natural disaster or pandemic event, programs and services may be changed, conducted virtually, or cancelled in accordance to recommended guidelines from the Center for Disease Control and NC State Emergency Management.

Requirements of Designated N.C Main Street Communities

Main Street communities must be 50,000 and under in population at the time of designation.

1. Participate in all services provided to the local community by the NC Main Street & Rural Planning Center.
2. Employ a full-time - 40 hours/week paid professional Main Street Director, who is dedicated to downtown and will coordinate and facilitate the work of the program. Communities with a population of 5,001-9,999 MAY employ two or more persons that equal one or more full-time equivalent position(s). One of the positions must be designated as the director. Communities with a population of 5,000 or less MAY employ a part-time - 20+ hours/week position paid professional Main Street Director.
 - The Main Street Director should be paid a salary consistent with those of other community development professionals within the city, state, or region in which the program operates.
 - The Director should be adequately trained — and should continue learning about revitalization techniques and about issues affecting traditional commercial districts.

5 | Page 2021-22 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

- The Director should have a written job description that correlates with the roles and responsibilities of a Main Street Director.
 - There should be a formal system in place for evaluating the performance of the Director on an annual basis.
 - Adequate staff management policies and procedures should be in place.
3. Obtain a 501(c) 3, 4, or 6 nonprofit designation OR be designated as a department of the local municipal government.
4. Establish broad-based support for the commercial district revitalization process with strong support from both the public and private sectors.
- The Main Street organization should have the active participation of various stakeholders at the committee and board levels.
 - Participants should contribute financial, in-kind, and volunteer support for the revitalization program.
 - Participants should look for, and act on, opportunities to make connections between other programs or organizations to form partnerships that help further the revitalization process.
 - The program should include an ongoing process for volunteer recruitment, orientation, and recognition, constantly refreshing its pool of volunteers and involving new people each year.
 - The revitalization program has broad-based philosophical support from the community.
 - Municipal government demonstrates a philosophical commitment to commercial district revitalization.
5. Establish and maintain an active Board of Directors and Committees using the Main Street Four-Point Approach® and develop a comprehensive Main Street Work Plan using the Main Street Four-Point Approach®.
- Main Street revitalization by nature is a community-driven process. Therefore, community members must take an active role in leading and implementing positive change. While the Director is responsible for facilitating the work of volunteers, this staff member is not tasked with single-handedly revitalizing the commercial district. The direct involvement of an active board of directors and committees are keys to success.
- If a Main Street organization is housed within another entity (e.g., a community development corporation), it is still important to have its own board of directors and committee structure.
- The board is a working, functional board that understands its roles and responsibilities and is willing to put forth the effort to make the program succeed.
 - Committee members assume responsibility for the implementation of the work plan.
 - The program has a dedicated governing body, its own rules of operation, its own budget, and its own bylaws, and is empowered to carry out Main Street's mission, even if the Main Street program is a part of a larger organization.
 - The board has well-managed, regular monthly meetings, with an agenda and regular distribution of minutes.
 - Committees have regularly scheduled monthly meetings with an agenda that addresses the committee work plan.
6. Establish an annual work plan/planning process for downtown.
- A comprehensive annual work plan provides a detailed blueprint for the Main Street program's activities; reinforces the program's accountability both within the organization and in the broader community; and provides measurable objectives by which the program can track its progress.

6 | Page 2021-22 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

- The work plan should contain a balance of activities in each of the four broad program areas that comprise the Main Street approach — Economic Vitality, Quality Design, Effective Promotion, and Sustainable Organization.
- The work plan should contain measurable objectives, including timelines, budgets, desired outcomes, and specific responsibilities.
- The work plan should be reviewed, and a new one should be developed annually.
- Ideally, the full board and committees will be involved in developing the annual work plan. At a minimum, the full board should adopt/approve the annual work plan.
- The work plan should distribute work activities and tasks to a broad range of volunteers and program participants.
- There has been significant progress in each of the four points based on the work plan submitted for the previous year.

7. Adopt and exhibit a Historic Preservation Ethic and design management program.

Historic preservation is central to the Main Street program's purpose and is what makes historic and traditional commercial districts authentic places. Historic preservation involves saving, rehabilitating, and finding new uses for existing buildings, as well as intensifying the uses of the existing buildings, through building improvement projects and policy and regulatory changes that make it easier to develop property within the commercial district.

- The program has, or is working toward putting in place, an active and effective design management program (which may include financial incentives, design assistance, regulatory relief, design review, education, and other forms of management).
- The program encourages appropriate building renovation, restoration, and rehabilitation projects.
- When faced with a potential demolition or substantial structural alteration of a significant, historic, or traditional building in the Main Street district, the program actively works to prevent the demolition or alteration, including working with appropriate partners at the state, local, or national level to attempt to stay or alter the proposed activity; developing alternative strategies for the building's use; and/or educating local leaders about the importance of retaining existing buildings and maintaining their architectural integrity.
- The program works to find creative adaptive use, financing, and physical rehabilitation solutions for preserving old buildings.
- The program recognizes the importance of planning and land-use policies that support the revitalization of existing commercial centers and works toward putting planning and land-use policies in place that make it as easy (if not easier) to develop property within the commercial district as it is outside the commercial district. Similarly, it ensures that financing, technical assistance, and other incentives are available to facilitate the process of attracting investment to the historic commercial district.
- The program builds public awareness for the commercial district's historic buildings and for good design.

8. Demonstrate an established vision for downtown and a mission that defines the role of the organization that will manage the downtown initiative.

- The organization has an appropriate written mission statement.
- The mission statement is reviewed annually and updated as appropriate.
- The organization has an appropriate written vision statement for downtown that is reviewed annually and updated as appropriate. The vision statement should define the economic potential of downtown.

7 | Page 2021-22 ANNUAL AGREEMENT NORTH CAROLINA MAIN STREET® DESIGNATION

9. New Main Street Director attendance at Main Street Orientation, held virtually each month, within three months of start date (if not previously attended).
10. Main Street Director attendance at Main Street Basic Training each time there is a change in management (if not previously attended).
11. Fund the local Main Street program through both public and private partnerships at a level allowing for full implementation of the program based on the Four-Point Approach® and the adopted annual work plan. The Main Street program's budget should be adequate to achieve the program's goals. The dollar amount that is "adequate" for a program budget may vary.
 - The budget should be specifically dedicated to revitalizing the commercial district.
 - The Main Street program's budget should contain funds adequate to cover the salary and benefits of staff; office expenses; travel; professional development; and committee activities.
 - Revenue sources are varied and broad-based, including appropriate support from the municipal government.
 - There is a strategy in place to help maintain stable funding.
 - There is a process in place for financial oversight and management.
 - Regular monthly financial reports are made by the treasurer to the board.
12. Main Street Director's attendance at Main Street Directors' Meeting held once a year in August. (In the case of a vacancy or illness/emergency, a substitution for the director may be made for this meeting).
13. Main Street Director (or Volunteer if Director cannot) attendance at a minimum of one of two bi-annual regional meetings each year. (Held in May and October/November.) *It is recommended that the Director attends both meetings, not just one.
14. Main Street Director and a minimum of one volunteer attendance at the annual NC Main Street Conference - (NCMS provides each designated MS community with two complimentary registrations).
15. Maintain and update as appropriate your community's Main to Main Trail information on your website which is linked to the ncmainstreetandplanning.com website.
16. Submit annual statistical data in July and Budget & Salary information and Program Assessment Survey in January, as requested, to the NCMS&RP Center.
17. Maintain an annual membership with the National Main Street Center at a \$375 Main Street America Community Member level.
18. Reimbursement of NC Main Street & Rural Planning Center's travel expenses, when traveling to the local community, at the IRS state rate plus meals at the state per diem rate and lodging in accordance with the NC Main Street & Rural Planning Center Travel Policy.
19. Place the *Designated NC Main Street Community* logo on the Main Street program website and use the logo when appropriate on social media, email, and marketing materials.

- 20.** Main Street Program must also sign and follow the attached National Main Street sublicense agreement and must comply with all Accredited or Affiliate community requirements. Logos and Website language will be sent following receipt of signed agreements.

Documents Needed for a Change in Administration of the Local Main Street Program, including if the organization changes from a nonprofit, government, or quasi-public-private structure to a different structure:

- The City/Town Council has the authority to designate another agency/entity to administer the Main Street program.
 - North Carolina Main Street Center requires:
 - A resolution from the City/Town Council that authorizes this change.
 - Minutes of the City/Town Council Meeting clearly demonstrating the majority vote.
 - Documentation demonstrating how the entity that will be administering the Main Street Program will address the items listed under the requirements section of this document.

*These documents must be emailed to the Director of the NC Main Street & Rural Planning Center within two months of a change in administration.

Benefits of Membership with The National Main Street Center

Designated Main Street Member

(Required for all active, designated N.C. Main Street and Small Town Main Street communities)

As a designated Main Street Member, your program, is a recognized leader among the largest network of commercial district organizations in the world. Tap into the expertise of our large network of Main Street Programs, BIDs, CDC's, planners, local government agencies, consultants, and others to learn, research and share useful experience with each other. This guide explains the benefits of membership and how to access these tools.

We want you to get as much out of your membership as possible! Please contact us if you require any assistance with your benefits.

Your benefits include:

- Exclusive eligibility to be recognized as an Affiliate or Accredited Main Street America program.
- Exclusive eligibility to enter into a Licensing Agreement with the NMSC, or your Coordinating Program, to use Main Street America™ name and logo.
- Eligibility to apply for the Great American Main Street Awards and other special awards and grant programs.
- Up to six free sub-memberships to share access to resources with your team
- Access to The Point, our exclusive online member networking platform.
- Access to *Main Street News*, a weekly newsletter on new trends, stories from the field, and need-to-know information for those in the commercial district revitalization field.
- Members-only rates at the annual Main Street Now Conference, and the Main Street America Institute.
- *State of Main*, our annual printed publication.
- Access to our digital library of must-read revitalization publications and resource guides, including exclusive training materials on the Main Street Approach and full archives of the Main Street Now journal.
- Free online training opportunities.
- Full access to the Main Street Resource Center with sample documents, articles, reports, and more from your peers and experts in the field—all at your fingertips.
- Ability to post job openings for your local program through the National Trust for Historic Preservation's online Career Center.
- Access to tailored insurance products from the National Trust Insurance Services, LLC.
- Family level membership with the National Trust for Historic Preservation including a subscription to *Preservation* magazine.
- And more!

Annual Dues: \$375

Information from:

<https://www.mainstreet.org/join>

Signature Page

1. Designated Main Street City/Town: _____

2. Name of Local Main Street Administrating Organization: _____

3. Check Which One Applies:

☐ Public (City/Town) Administered

☐ Private (Non-Profit) Administered

☐ Quasi: Public-Private (Town/Non-Profit) Administered

4. Name of Main Street Director: Matt Black

Title: _____

Signature: _____

Date: _____

5. Name of City/Town Manager: _____

Title: _____

Signature of City/Town Manager: _____

Date: _____

TRADEMARK SUBLICENSE AGREEMENT

This Trademark Sublicense Agreement ("Sublicense Agreement") is entered into between _____ ("Coordinating Program") and _____ ("Sublicensee"), effective as of the last date written below. For good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

1. Background.

A. The National Main Street Center, Inc. ("NMSC") operates a membership program called MAIN STREET AMERICA™. As a part of that program, MAIN STREET AMERICA™ Coordinating Program Membership is available to statewide, regional or citywide organizations that oversee multiple local downtown and neighborhood programs within their service area and work to preserve and revitalize commercial districts. Local Program membership in the MAIN STREET AMERICA™ program is available at the Affiliate or Accredited levels to individual programs or organizations that satisfy the membership eligibility criteria described on the NMSC website (currently located at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf)).

B. Organization is a Coordinating Program member of NMSC in good standing and has entered into a Trademark License Agreement with the NMSC which grants to the Coordinating Program the right to sublicense to its Local Programs the use of the NMSC name and trademarks described below.

C. Sublicensee is a Local Program Member in good standing of the MAIN STREET AMERICA™ program at the Accredited level. Sublicensee is also located within the Coordinating Program's geographic service area. Therefore, Sublicensee has the opportunity to enter into this Trademark License Agreement, which grants certain rights to use the NMSC's name and trademarks, including MAIN STREET AMERICA™ and MAIN STREET®, as described below.

D. The NMSC's parent entity, the National Trust for Historic Preservation ("National Trust"), owns the following registered trademarks, which it has delegated to the NMSC the right to sublicense. NMSC and Coordinating Program have entered into a Trademark Licensing Agreement which grants the Coordinating Program the right to sublicense the following registered trademarks:

Mark	U.S. Registration Number
MAIN STREET	Reg. Nos. 3,365,568 and 2,057,207
NATIONAL MAIN STREET CENTER	Reg. No. 2,013,837

These registered trademarks owned by the National Trust, together with the MAIN STREET AMERICA™ word marks and logos referred to in Section 2.A.1 below, the NATIONAL MAIN STREET CENTER logo referred to in Section 2.A.ii below are referred to herein as the "Trademarks."

E. The Trademarks are well known and recognized by the general public and associated in the public mind with the NMSC and the National Trust. The Coordinating Program and the Sublicensee recognize the mutual benefits that accrue from the Sublicensee's use of the Trademarks in accordance with the terms and conditions of this Sublicense Agreement, including the recognition and credibility brought to the Sublicensee through its use of these Trademarks and the benefit to the Coordinating Program and NMSC from association with high-performing Local Programs.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

2. Grant of Sub-License.

A. Subject to the terms and conditions of this Sublicense Agreement, the Coordinating Program hereby grants the Sublicensee the non-exclusive right and license to use the Trademarks to identify and promote its participation in the MAIN STREET AMERICA™ program, as well as its relationship and association with the Coordinating Program and NMSC, in connection with the following activities:

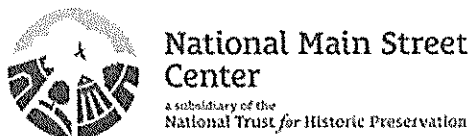
- i. **MAIN STREET AMERICA™ word and logo marks.** The Sublicensee's rights to use the MAIN STREET AMERICA™ word mark and the following MAIN STREET AMERICA logo are limited to Sublicensees which are members in good standing at the Accredited membership level of the MAIN STREET AMERICA™ program:

For use by Local Programs who are Designated Members at the Accredited Level:



As a Main Street America™ Accredited program, INSERT NAME HERE is a recognized leading program among the national network of more than 1,200 neighborhoods and communities who share both a commitment to creating high-quality places and to building stronger communities through preservation-based economic development. All Main Street America™ Accredited programs meet a set of National Accreditation Standards of Performance as outlined by the National Main Street Center.

- ii. **NATIONAL MAIN STREET CENTER® word and logo marks.** The Sublicensee's right to use the NATIONAL MAIN STREET CENTER word mark and the following NATIONAL MAIN STREET CENTER logo solely and exclusively to indicate its association with the National Main Street Center:



- iii. **MAIN STREET® word mark.** The Sublicensee's right to use the MAIN STREET trademark is limited to use made to identify Sublicensee and/or its activities, including as part of the name of the Licensee (e.g. "Main Street Iowa"), in connection with commercial district revitalization and related consultation, education, and training.

3. Scope of and Limitations on Use. Use of the Trademarks by the Sublicensee will be subject to the following limitations:

A. Sublicensee must display the Accredited level MAIN STREET AMERICA membership mark on their website. All uses of the MAIN STREET AMERICA word mark and logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

logos or designs (including any symbols or stylized presentations), in connection with the MAIN STREET AMERICA mark or logo. Use of the MAIN STREET AMERICA word mark and logos by Sublicensee is a mandatory condition of membership in the MAIN STREET AMERICA program.

B. The MAIN STREET mark, as part of the name and identity of Sublicensee's organization, programs, and activities, can be used on materials designed to promote the work of Sublicensee (e.g., website, brochures, newsletter, letterhead or other printed promotional materials). The right to use the MAIN STREET mark by the Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

C. All uses of the NATIONAL MAIN STREET CENTER logo by Sublicensee must follow the specific mark, color, and character usage set forth in the Brand Identity Guidelines attached as Exhibit A, which are incorporated by reference as if fully set forth herein. Sublicensee will not use or develop any different logos or designs (including any symbols or stylized presentations) in connection with the NATIONAL MAIN STREET CENTER mark. Use of the NATIONAL MAIN STREET CENTER logo by Sublicensee is an optional benefit of membership in the MAIN STREET AMERICA program.

D. This Sublicense Agreement is subject to the terms, conditions, and limitations of the Trademark License Agreement between NMSC and the Coordinating Program.

E. Sublicensee will not apply to register any of the Trademarks, or any other trademark that incorporates any part of the Trademarks or "National Trust for Historic Preservation." Sublicensee will not state or imply that it owns any such trademarks.

F. The Sublicensee will not use the Trademarks in combination with or in juxtaposition with other trademarks except as may be approved in writing by the NMSC. The Sublicensee will apply and display the ® symbol and the ™ symbol next to or with respect to the Trademarks as directed by the Coordinating Program.

G. Other than as specifically provided herein, Sublicensee is not granted any other rights to use, license or sublicense the Trademarks.

4. Term. This Sublicense Agreement will become effective immediately upon the date of last signature below, and, unless terminated early under Sections 5 or 10, will be effective through April 30, 2023, at which time it may be renewed by mutual written agreement of the parties hereto.

5. Conditions. This Sublicense Agreement between Coordinating Program and Sublicensee is conditioned upon Sublicensee having an active MAIN STREET AMERICA membership at the Accredited level with NMSC. The requirements of this membership are currently available at: [https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main Street America Tier System Overview - 2019 Update.pdf](https://higherlogicdownload.s3.amazonaws.com/NMSC/390e0055-2395-4d3b-af60-81b53974430d/UploadedImages/Join/Main%20Street%20America%20Tier%20System%20Overview%202019%20Update.pdf), and are incorporated herein by reference.

6. Acknowledgment of Ownership. Use of the Trademarks indicates acknowledgment by the Sublicensee of the NMSC's and the National Trust's rights and title to the Trademarks, (i.e. MAIN STREET AMERICA, NATIONAL MAIN STREET CENTER, and MAIN STREET), and that Sublicensee will not at any time do, or permit to be done, any act or thing that will in any way impair the rights of the NMSC or the National Trust. All use of the Trademarks by the Sublicensee will inure to the benefit of the NMSC and the National Trust.

**National Main Street Center
Local Program Accredited Member Sublicensing Agreement**

7. Good will and promotional value. Sublicensee recognizes and acknowledges the value of good will associated with the Trademarks and agrees that it will not conduct any activity, provide any service, or produce or distribute goods which in any way damages or reflects adversely upon the NMSC or the National Trust.

8. Non-assignment. This Sublicense Agreement is personal to the Sublicensee, and may not be assigned to any other individual, program, organization, or agency. Any attempted assignment will be null and void.

9. Compliance Verification. It is the responsibility of the Sublicensee to verify compliance with the terms of this Sublicense Agreement, and to provide complete and accurate usage reports to the Coordinating Program. If the Coordinating Program or the NMSC has reason to believe that the Sublicensee is in violation of this Sublicense Agreement, the Coordinating Program or NMSC shall have the right to make inquiries with Sublicensee as necessary to determine compliance. In such case, the Sublicensee will cooperate with the Coordinating Program and/or NMSC in its investigation and provide in a timely fashion any and all information that is requested.

10. Termination.

A. Coordinating Program may terminate this Sublicense Agreement if the Sublicensee violates any of the provisions of this Sublicense Agreement or fails to satisfy the membership criteria established by the NMSC for Accredited Local Programs. Such termination will be effective thirty (30) days after the Coordinating Program sends written notice of such termination to Sublicensee. During this thirty (30) day period, Sublicensee may attempt to cure such violation. If the violation is not cured during this period, the termination will be effective upon the expiration of the thirty (30) day period.

B. This Sublicense Agreement will automatically terminate immediately without any notice required, notwithstanding the above paragraph, if the Coordinating Program or NMSC determines: (i) that sublicensee's actions could negatively affect the goodwill, image, or reputation of the NMSC, the National Trust for Historic Preservation, the Coordinating Program, or any of the Trademarks; (ii) the Sublicensee discontinues all or a significant portion of its business; (iii) the National Trust terminates, revokes, or fails to renew the NMSC's rights to use, license, or sublicense the Trademarks; or (iv) the NMSC terminates, revokes or fails to renew the Coordinating Program's rights to use, license or sublicense the Trademarks.

C. Upon the expiration or early termination of this Agreement, the Sublicensee will discontinue use of the Trademarks and will destroy and delete tangible and electronic documents and files containing any such marks, except for a limited number of copies retained for archival purposes only.

11. Governing Law. This Agreement is entered into in the District of Columbia and will be governed by and construed in accordance with the laws of the District of Columbia, USA, without giving effect to conflict of laws provisions.

12. Annual Report, Notices, Other Communication. Upon request by the Coordinating Program or NMSC, Sublicensee shall submit samples of any materials on which the Trademarks licensed under this agreement were used during the year. Such samples shall be submitted within ten business days of receipt of a written request from the Coordinating Program or NMSC.

13. Notices. Any notices which either party is required or may desire to serve upon the other party shall be in writing and may be served either personally or by depositing the same in the mail (first class



STAFF REPORT

TO: General Services Committee

VIA: Brian Borne, City Manager

DATE: July 7, 2022

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Phil Bazemore Active Adult Center Audio/Visual Equipment Contract

SUMMARY STATEMENT

General Services Committee is requested to consider a recommendation to City Council to award the contract for the purchase and installation of audio/visual equipment for the Phil Bazemore Active Adult Center rehabilitation project in the amount of \$159,483.41.

REVIEW

City Council adopted a Capital Project Budget Ordinance (BO-2022-04) on March 8, 2022 in the amount of \$622,609 for services and items including cabling/security cameras and system card access, audio visual equipment, furnishings, kitchen equipment, fitness equipment and computers. Staff would recommend the approval of the contract for the purchase and installation of audio/visual equipment for the Phil Bazemore Active Adult Center rehabilitation project.

The following proposals were received for this project:

Company	Bid Award
Solutionz	\$122,002.24
Inter Technologies Corporation	\$159,483.41
Trace#	\$179,240.18

Staff recommends the award of the contract to Inter Technologies Corporation. While Inter Technologies Corporation did not submit the lowest cost proposal, their proposal provided the lowest responsible equipment implementation solutions and better fits the functionality needed for this facility. Inter Technologies' technicians visited the site and designed a proposal that was considerate of the facility's activities and visitors. This vendor's proposal provided a more

inclusive equipment setup strategy utilizing larger display screens and a robust sound system that staff feels will eliminate additional costs and modifications.

RECOMMENDATION

In accordance with Section 34.01-G of the City of Monroe Code of Ordinances, City Council is required to authorize all purchases exceeding \$100,000. Therefore, Staff recommends that the General Service Committee recommend to City Council to award the audio/visual equipment contract for the Phil Bazemore Active Adult Center to Inter Technologies Corporation in the amount of \$159,483.41 and authorize the City Manager to execute any and all necessary documents.

Attachment: Contract with Inter Technologies Corporation

CONTRACT FOR AUDIO VISUAL EQUIPMENT & INSTALLATION
CONTRACT DATED JUNE 29, 2022

This Contract is made and entered into as of the 29th day of June, 2022, by the City of Monroe ("City") and Inter Technology Technologies Corporation ("Contractor"), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of ~~North Carolina~~. Virginia

Section 1. **Background and Purpose.** *Provide and install audio visual equipment in new Phil Bazemore Active Adult Center*

Section 2. **Services and Scope to be Performed.** The Contractor shall *provide and install audio visual equipment in new facility located at 500 W. Jefferson St., Monroe, NC per proposal.* In this contract, "Work" means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor's duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: *\$159,483.41 upon satisfactory completion of installation, receipt and approval of invoice by City staff.* The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Vendor's Billings to City.** Vendor shall submit an original invoice to the Accounting Division at the City of Monroe. Vendors can expect payment within 30 days.

FOR CONSTRUCTION CONTRACTS ONLY:

Contractor's Billings to City. Contractor shall submit an original pay request to the City construction inspector or project manager. It is suggested the Contractor superintendent meet with the City's construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the

following items, all submitted on City forms (digital forms are available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of invoices that are itemized in the tax table. Submit notarized originals. If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment within 15 days. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include an Affidavit of Final Payment (notarized original with all fields complete), and a Consent of Surety to Final Payment (notarized original with all fields complete) if applicable.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers’ Compensation	Statutory Limits
Employers’ Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to

provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with “A” rated insurance companies acceptable to the City. Statement should read “City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate.” Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: *Certificate of Insurance*

Attachment B: *Inter Technology Corporation proposal*

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City’s Contract Review Procedure.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

(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
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 290-1818

To the Contractor:

~~InterTechnology~~
Technologies Corporation
Corporation
c/o Randy Scott
P O Box 1832
South Bend, IN 46634

- b. 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.

Section 10. **Indemnification.** To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify, and save harmless the City of Monroe, 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 Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for

alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. 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 Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. **Choice of Law and Forum.** This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. **Waiver.** No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate)

any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the

singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

- k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City of Monroe and the Contractor 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, City Manager

CONTRACTOR: **Inter**
Technology Corp Inter
Technologies Corporation

BY: Randy Scott
() President, () CEO,
() Partner, () Owner
(X) Other: Southeast
Regional Director of Sales

ATTEST:

*Gail Scott
Secretary

(CORPORATE SEAL)

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

Finance Officer: _____
Lisa Strickland

DATE: _____



STAFF REPORT

TO: General Service Committee

VIA: Brian J. Borne, City Manager

DATE: July 7, 2022

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Approve Transfer of Economic Development Vehicles/Equipment

SUMMARY STATEMENT

The City of Monroe and Union County have approved a new interlocal agreement for Monroe-Union County Economic Development (MUCED). MUCED has separated from the City and formed a new entity called Monroe-Union County Economic Development Commission (MUCEDC). The city department currently has two vehicles, an enclosed trailer and a smart board that they use to conduct business. The City would like to transfer these assets to this new government entity.

REVIEW

The City of Monroe and Union County have approved a new interlocal agreement for Monroe-Union County Economic Development (MUCED). MUCED has separated from the City and formed a new entity called Monroe-Union County Economic Development Commission (MUCEDC). The city department currently has two vehicles, an enclosed trailer and a smart board that they use to conduct business. Pursuant to NC General Statute 160A-274, the City would like to transfer these assets to this new government entity. The vehicles are a 2018 Toyota 4Runner Serial #JTEBU5JR0J5531626 (electric asset) and a 2021 Toyota 4Runner Serial #JTERU5JR2M5898546 (MUCED asset). The enclosed trailer is a MUCED asset and the smart board is an electric asset. The new organization MUCEDC will continue to serve the needs of the City and staff feels it is appropriate to transfer the assets in order for them to continue to perform their duties.

RECOMMENDATION

Staff recommends transfer of the above-mentioned assets to MUCEDC.