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

AGENDA

www.monroenc.org

1. General Services Committee Meeting Minutes of July 7, 2022

2. Annual Settlement of Tax Collector for Tax Year 2021

3. Budget Amendment to Correct Monroe-Union County Economic Development Commission Funding

4. Budget Amendment for Automated External Defibrillators and First Aid Kits for Monroe Country Club Golf Course Pro Shop, Monroe Country Club Ballroom and Customer Service

5. Budget Ordinance for Catawba Lands Conservancy Settlement Funds for Bearskin Greenway Phase III

6. Resolution Approving Amended Lease of City Property Located at Charlotte-Monroe Executive Airport to Charlotte-Monroe Hangar 1, LLC and Granting Authorization to City Manager to Execute Documents

7. Budget Ordinance to Close Capital Projects

8. Budget Amendment for Unspent Appropriations

9. Budget Amendment for Legal Settlement

10. Bid Award for Sunset Park Pavilion

Other Items

CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING
City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
July 7, 2022 4:00 PM

MINUTES

Present: Committee Member Mayor Pro Tem Gary Anderson, Committee Member Julie Thompson

Absent: Committee Member Lynn Keziah (Chairman)

Staff: Brian Borne, City Manager; Ashley Britt, Assistant City Attorney; Ashley Ivey, Accounting Manager; Doug Britt, Senior Planner; Matthew Black, Downtown Director; Angela Duncan, Budget Analyst

Visitor(s): None

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on July 7, 2022. A quorum was present. Mayor Pro Tem Gary Anderson presided.

Item 1. General Services Committee Meeting Minutes from June 2, 2022.
The minutes from the June 2, 2022 General Services Committee meeting were presented for the Committee's approval.

Committee Member Julie Thompson moved to approve the Minutes of the General Services Committee Meeting of June 2, 2022.

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

AYES: Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 2. Budget Amendment for Monroe Aquatics and Fitness Center Treadmill Replacements.
Accounting Manager Ashley Ivey 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.

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.

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.

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: Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 3. North Carolina Main Street Annual Agreements.
Matt Black presented a requirement that 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.

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.

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.

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: Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 4. Phil Bazemore Active Adult Center Audio/Visual Equipment Contract.
Ashley Ivey, on behalf of Parks and Recreation Director Ryan Jones 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.

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.

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.

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: Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Item 5. Transfer of Economic Development Vehicles/Equipment.

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.

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.

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

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: Mayor Pro Tem Anderson, Committee Member Thompson

NAYS: None

Other:

Brian Borne made comments that an organization has interest in some property over at Walter Bickett. The organization wants to buy some property over at Walter Bickett, however the City owns an adjacent piece of the property and they would like to buy the City's piece of land as well. The City of Monroe would need to do an appraisal and due diligence to be able to sell the property. It is Parks and Recreation's property and it is not needed. Brian requested approval for staff to do due diligence and prepare to be able to work with the organization. Consensus received by Mayor Pro Tem Anderson and committee member Thompson. This will be going back to committee and council if any action is taken/needed.

There being no further business the meeting adjourned at 4:17 p.m.

Committee Chairman, Lynn Keziah

CITY OF MONROE

STAFF REPORT

TO:	General Services Committee
FROM:	Brian Borne, City Manager
VIA:	Lisa Strickland, Finance Director
DATE:	August 4, 2022
PREPARED BY:	Bethany Hawver, Revenue Manager
SUBJECT:	Annual Settlement of Tax Collector for Tax Year 2021

SUMMARY STATEMENT

General Services Committee is requested to consider a full settlement for all taxes for collection made for the preceding tax / fiscal year 2021-2022.

REVIEW

N.C.G.S. 105-373(a) states the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in hand for collection for the preceding fiscal year. The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

Attached is the "Annual Settlement of Tax Collector for 2021". This settlement shows the collection rate at 99.34 percent.

RECOMMENDATION

City Staff recommends that General Services Committee recommend approval of the tax settlement as outlined herein and that the settlement be entered in full into the minutes of the Council meeting.

Annual Settlement of Tax Collector for 2021

	Tax	Value
2021 Tax Scroll	21,940,077	4,355,666,818
2021 Certifications	424,117	84,401,357
2021 Discoveries	333,208	44,943,332
Total Taxes Billed	22,697,402	4,485,011,507
Less 2021 Releases	-148,744	-26,257,938
2021 Adjustments	2,041	
2021 Tax Levy	22,550,699	4,458,753,569
Total Taxes Collected	22,402,414	4,446,017,381
Taxes to be Collected	148,285	
Total 2021 Levy	22,550,699	
Percent Collected: %	99.34%	
2021 MSD Tax	52,608	23,199,374
2021 MSD Certifications	7,435	3,051,055
2021 Discoveries	86	0
Total Taxes Billed	60,128	26,250,429
Less MSD 2021 Releases	-30	-10,790
2021 MSD Adjustments	-9	
2021 MSD Tax Levy	60,089	26,239,639
2021 MSD Collected	59,046	
MSD Tax to be Collected	1,043	
Total 2021 MSD Levy	60,089	
Percent Collected: %	98.26%	
Taxes released for 2021 under $5.00 total amount is $1,460.31.		

City of Monroe Tax Collection History		
	General City of Monroe	Monroe Downtown MSD
2021	99.34%	98.26%
2020	99.33%	99.83%
2019	99.11%	99.25%
2018	99.14%	99.23%
2017	99.02%	99.10%
2016	98.76%	99.23%
2015	98.53%	99.85%
2014	97.91%	98.42%
2013	96.07%	95.43%
2012	98.05%	95.24%
2011	98.07%	95.30%

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	Brian Borne, City Manager
DATE:	August 4, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Budget Amendment to Correct MUCEDC Funding

SUMMARY STATEMENT

Staff requests the City Council approval of a budget amendment to correct the funding amount and classification for the annual contribution to the Monroe-Union County Economic Development Commission (MUCEDC).

REVIEW

Staff originally budgeted $318,000 for this interlocal agreement with MUCEDC. The amount was inadvertently not updated when the final interlocal agreement was approved on October 12, 2021. This budget amendment is to correct the funding level to the new approved amount of $495,000 and to correct the classification of the funding. The classification was previously considered a "Transfer to Other Funds", but since MUCEDC is no longer a City division, this will be classified as an "Economic and Physical Development" expense.

RECOMMENDATION

Staff requests a favorable recommendation from the General Service Committee for City Council approval of a budget amendment to correct the funding amount and classification for MUCEDC.

Attachment: BA-2022-30

BUDGET AMENDMENT
BA-2022-30

Amendment necessary to correct the funding amount and classification for the Monroe-Union County Economic Development Commission per the interlocal agreement with Union County.

General Fund:		
Revenue:		
	Appropriation of Unassigned Fund Balance	$177,000
Expense:		
	Transfer to Other Funds	($318,000)
	Economic and Physical Development	$495,000

Adopted this 9th day of August, 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: August 4, 2022

FROM: Debra C. Reed, Human Resources Director

PREPARED BY: Alvina Nyako, Safety and Risk Coordinator

SUBJECT: Automated External Defibrillator Compliance

SUMMARY STATEMENT

Staff is requesting that the General Services Committee approve an amendment in the budget for safety equipment and materials for the Pro Shop, Ballroom and Customer Service for the amount of $7,370. The Water Treatment Plant (Old Camden Rd) will also need safety equipment and materials, but they are able to cover the costs of these items in their current operating budget.

REVIEW

With the recent incident occurring at the Monroe Aquatic Fitness Center, it was imperative that all City facilities were inspected to ensure that there are proper safety equipment and materials in place and employees trained if an emergency were to occurred.

The Federal Cardiac Arrest Survival Act was created to increase awareness of the importance of Automated External Defibrillators (AEDs)/First Aid Kits and to encourage their placement, availability and use in government buildings. We want to ensure that City facilities are in compliance with North Carolina State laws, OSHA guidelines, and the American Heart Association's Public Access Defibrillation Programs that outlines the acquisition, use, training, and maintenance of AEDs.

Public Access Defibrillation (PAD) programs and policies work to ensure that AEDs are immediately available for use by lay bystanders when and where they are needed.

Per the inspection, the following locations are still in need of AED and First Aid Kits:

Location/Site	Description	Pricing
Pro Shop	ZOLL Plus Automatic, AED	$1,886
	Deluxe AED Cabinet w/Alarm	$340
	4 shelf - FA Kit	$341
	Maintenance	$10
Ballroom	ZOLL Plus Automatic, AED	$1,886
	Deluxe AED Cabinet w/Alarm	$340
	4 shelf - FA Kit	$341
Customer Service		
	ZOLL Plus Automatic, AED	$1,886
	Deluxe AED Cabinet w/Alarm	$340
Water Treatment Plant (Old Camden Rd)		
	ZOLL Plus Automatic, AED	$1,886
	Deluxe AED Cabinet w/Alarm	$340
	4 shelf - FA Kit	$341
	Maintenance	$10
	TOTAL	$9,947

*Water Treatment Plant is able to cover their costs from their current operating budget.

RECOMMENDATION

Staff recommends a favorable recommendation from the Committee for approval of the attached budget amendment for safety equipment and materials for fiscal year 2023.

Attachment(s): Budget Amendment BA-2022-29

BUDGET AMENDMENT
BA-2022-29

Amendment to cover the purchase of safety equipment and materials for the Golf Course Pro Shop, Ballroom and Customer Service Building in the amount of $7,370.

General Fund:

Revenue

Appropriation of Fund Balance	$7,370

Expense

Operating Expenses (Customer Service Division)	$2,226
Operating Expenses (Pro Shop & Ballroom)	$5,144

Adopted this 9th day of August, 2022.

____
Marion L. Holloway, Jr., Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

STAFF REPORT

TO: General Services Committee

VIA: Brian Borne, City Manager

DATE: August 4, 2022

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Acceptance of Settlement Funds from the Catawba Lands Conservancy

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SUMMARY STATEMENT

The Parks and Recreation Department plans to acquire permanent easement interest in approximately .74 acres and 1.06 acres respectively of riparian buffer along Bearskin Creek as part of the Bearskin Creek Greenway Phase 3 project. On April 6, 2022 the Board of Directors for the Catawba Lands Conservancy approved disbursement of funds of up to $53,000.00 to the Parks and Recreation Department in order to support transaction costs associated with the Bearskin Creek Greenway Phase 3 project and requests a budget ordinance.

REVIEW

On April 21, 2015, the Yadkin Riverkeeper, a North Carolina nonprofit corporation, filed a petition for a contested case hearing in the North Carolina Office of Administrative Hearings challenging the North Carolina Department of Environment Quality, Division of Water Resources issuance of a permit to NCDOT related to the bypass project. The Yadkin Riverkeeper and NCDOT were also parties to a case entitled Clean Air Carolina v. NCDOT. Yadkin Riverkeeper and NCDOT met in a mediated settlement conference on July 16, 2015 and entered into a settlement agreement, dated July 31, 2015, that provided for payment by NCDOT to the Catawba Lands Conservancy. The Catawba Lands Conservancy agreed to hold the settlement proceeds and use such funds for transaction-related costs for riparian buffer acquisition and/or mitigation projects for the purpose of providing perpetual preservation, enhancement, conservation, restoration, or maintenance of conservation values of the subject land, located in the Yadkin Pee Dee River Basin which includes a portion of Bearskin Creek between Don Griffin Park and Creft Park, as well as, a portion of property in proximity to Bearskin Creek located between Don Griffin Park and Belk Tonawanda Park as shown in exhibit B of the memorandum of understanding. The Bearskin Creek Greenway Phase 3 project has been determined by the Yadkin River Keeper and the Catawba Lands Conservancy as a project that meets the requirements associated with the utilization of settlement proceeds in the amount of $53,000.00. An appropriate account exists within the budget allocated for Greenway Construction Projects. Funds can be appropriated to this project, PR1602.

RECOMMENDATION

Staff requests that the General Services Committee recommend Council's approval to accept funds approved for use by the Catawba Lands Conservancy in the amount of $53,000.00 to assist in the acquisition of easements related to the Bearskin Creek Greenway Phase 3 project and to approve a budget ordinance. Funds can be appropriated to current Greenway Construction Project PR1602 in the amount of $53,000.00.

Attachment: Budget Ordinance BO-2022-14
Memorandum of Understanding

CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
BEARSKIN GREENWAY PHASE III
BO-2022-14

WHEREAS, the City had previously approved the Greenway Master Plan that includes Phase III of the Bearskin Greenway providing connectivity between Don Griffin Park and Creft Park; and

WHEREAS, settlement funds are available through the Catawba Lands Conservancy exclusive land acquisition for riparian buffers which include areas relevant to this project; and

WHEREAS, a budget appropriation is requested for the purpose of land acquisition for easements associated with Phase III of the Bearskin Greenway project.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe appropriates the following additional funding to the Greenway Construction project PR1602 for land acquisition associated with Phase III of the Bearskin Greenway:

General Capital Project Fund:	
Revenue:	
Restricted Revenue	\$53,000
Expense:	
Project Costs	\$53,000

Adopted this 9th day of August, 2022.

____
Marion L. Holloway, Jr., Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF UNION

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "**Agreement**"), dated as of this 15th day of June, 2022 (the "**Effective Date**"), by and between the **CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation ("**CLC**") and the **CITY OF MONROE**, a North Carolina municipal corporation ("**City**") (collectively, the "**Parties**").

BACKGROUND:

A. The Monroe Connector/Bypass Toll Road, commonly known as the Monroe Bypass, is an approximately 20 mile controlled access toll road project extending between US Highway 74 near I-485 in Mecklenburg County to Wingate and Marshville in Union County, North Carolina (the "Bypass"), completed by the North Carolina Department of Transportation ("NCDOT"); and

B. On April 21, 2015, Yadkin Riverkeeper, a North Carolina nonprofit corporation, ("Riverkeeper") filed a petition for a contested case hearing in the North Carolina Office of Administrative Hearings challenging the North Carolina Department of Environment Quality, Division of Water Resources' issuance of a permit to NCDOT related to the Bypass project; and

C. Riverkeeper and NCDOT were also parties to a case entitled Clean Air Carolina v. NC Dept. of Trans. in the United States District Court for the Eastern District of North Carolina; and

D. Riverkeeper and NCDOT met in a mediated settlement conference on July 16, 2015, and entered into a settlement agreement, dated July 31, 2015, (the "Settlement Agreement") that provided for payment by NCDOT to CLC ("Settlement Proceeds"); and

E. CLC agreed to hold the Settlement Proceeds and use such funds for transaction-related costs of riparian buffer acquisition and/or mitigation projects for the purpose of providing perpetual preservation, enhancement, conservation, restoration, or maintenance of conservation values of the subject land, located in the Yadkin Pee Dee River Basin within the future land use study area ("FLUSA") of the Bypass, shown on **<u>Exhibit A</u>** attached hereto, and approved in advance by Riverkeeper; and

F. CLC and Riverkeeper have determined that CLC may, according to the terms of the Settlement Agreement, use the Settlement Proceeds for projects that meet the above criteria, but are acquired and held by other parties; and

G. CLC desires to provide funds from the Settlement Proceeds for the City's acquisition of easements to protect riparian buffer in several areas along Bearskin Creek to preserve and maintain such areas as shown on **Exhibit B** attached hereto ("Bearskin Creek Project"); and

H. The City desires to accept such funds from CLC for use only for transaction-related costs for the Bearskin Creek Project.

NOW, THEREFORE, in consideration of the foregoing, the Parties acknowledge and agree to the terms and conditions set forth in this Agreement:

1. **Project Scope.** The City plans to acquire permanent easement interest in approximately .74 acres and 1.06 acres respectively of riparian buffer along Bearskin Creek in the project areas, more particularly shown as Project Area 1 and Project Area 2 on **Exhibit B** attached hereto.

2. **Disbursement of Funds.** At the meeting on April 6, 2022, the Board of Directors of CLC approved disbursement of up to $53,000 of the Settlement Proceeds to the City in order to support transaction costs associated with the Bearskin Creek Project. Funds shall be disbursed by check to the City within thirty (30) days following approval by the Riverkeeper ("Disbursement Date").

3. **Use of Funds.** Funds from the Settlement Proceeds shall be used only for the purchase price of the riparian buffer in the Bearskin Creek Project.

    i. **Unused Funds.** If the property acquisition for the Bearskin Creek Project is not closed within two (2) years of the Disbursement Date under this Agreement, funds will be returned to CLC within thirty (30) days following such date. If the total use of funds is less than the amount disbursed from the Settlement Proceeds following closing of the property acquisition for the Bearskin Creek Project, the City will return such funds to CLC within thirty (30) days following completion of the property acquisition.

4. **Approval.** The Parties acknowledge that disbursement of funds from the Settlement Proceeds is subject to final approval by the Riverkeeper.

5. **Reporting.** The City shall submit to CLC, with a copy to the Riverkeeper, a report on progress on the Bearskin Creek Project every six (6) months following the Disbursement Date under this Agreement.

6. **Restrictions.** In order to comply with the intent of the Settlement Agreement to provide funds for perpetual preservation of riparian buffer, the City shall include restrictions in the permanent easements by which the City acquires interest in these properties.

7. **Notices.** Any notice, report or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

    City: City of Monroe

2325 Hanover Drive
Monroe, NC 28111
Attention: Director of Parks and Recreation

CLC: Catawba Lands Conservancy
4530 Park Rd, Suite 420
Charlotte, North Carolina 28209
Attention: Executive Director

Riverkeeper: Yadkin Riverkeeper
846 West 4th Street
Winston Salem, NC 27101
Attention: Riverkeeper/Executive Director

or to such other address as either party from time to time shall designate by written notice to the other.

8. **Management and Maintenance.** City or its contractors, agents or employees shall be responsible for managing the Bearskin Creek Project and maintenance of the properties following acquisition.

9. **Limitation of Liability.** CLC is not responsible for any actions of the City, its contractors, agents or employees in execution of the Bearskin Creek Project.

10. **Applicable Law.** This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of North Carolina and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of North Carolina. This Agreement is Effective as of the date first referenced above.

11. **Amendment.** This Agreement may not be amended except by written instrument mutually agreed upon and duly executed by the parties hereto.

*****SIGNATURES ON THE FOLLOWING PAGES*****

IN WITNESS WHEREOF, the parties have caused this instrument to be executed and effective as of the day and year first above written.

CITY OF MONROE,
a North Carolina municipal corporation

BY: BRIAN J. BORNE DATE: July 7 2022

TITLE: CITY MANAGER

CATAWBA LANDS CONSERVANCY,
a North Carolina nonprofit corporation

BY: [signature] DATE: 6/15/22

TITLE: Executive Director

EXHIBIT A
FLUSA Map

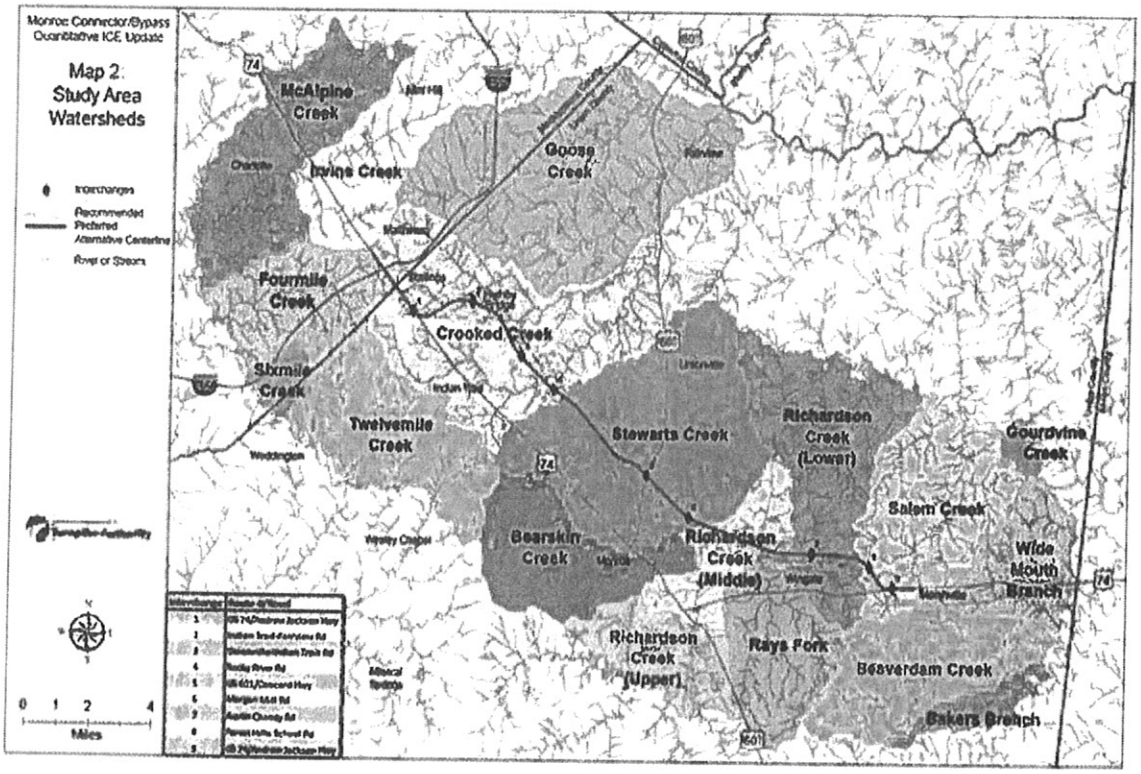
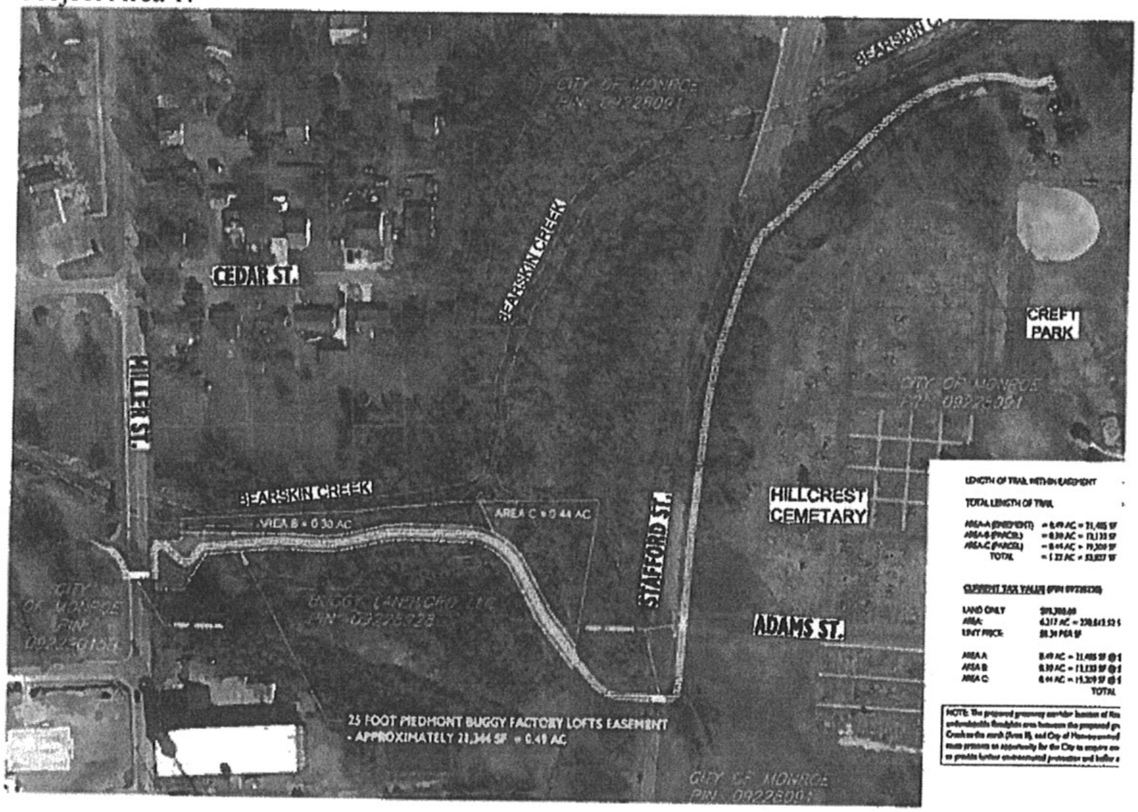


EXHIBIT B

Bearskin Creek Project Maps

Project Area 1:



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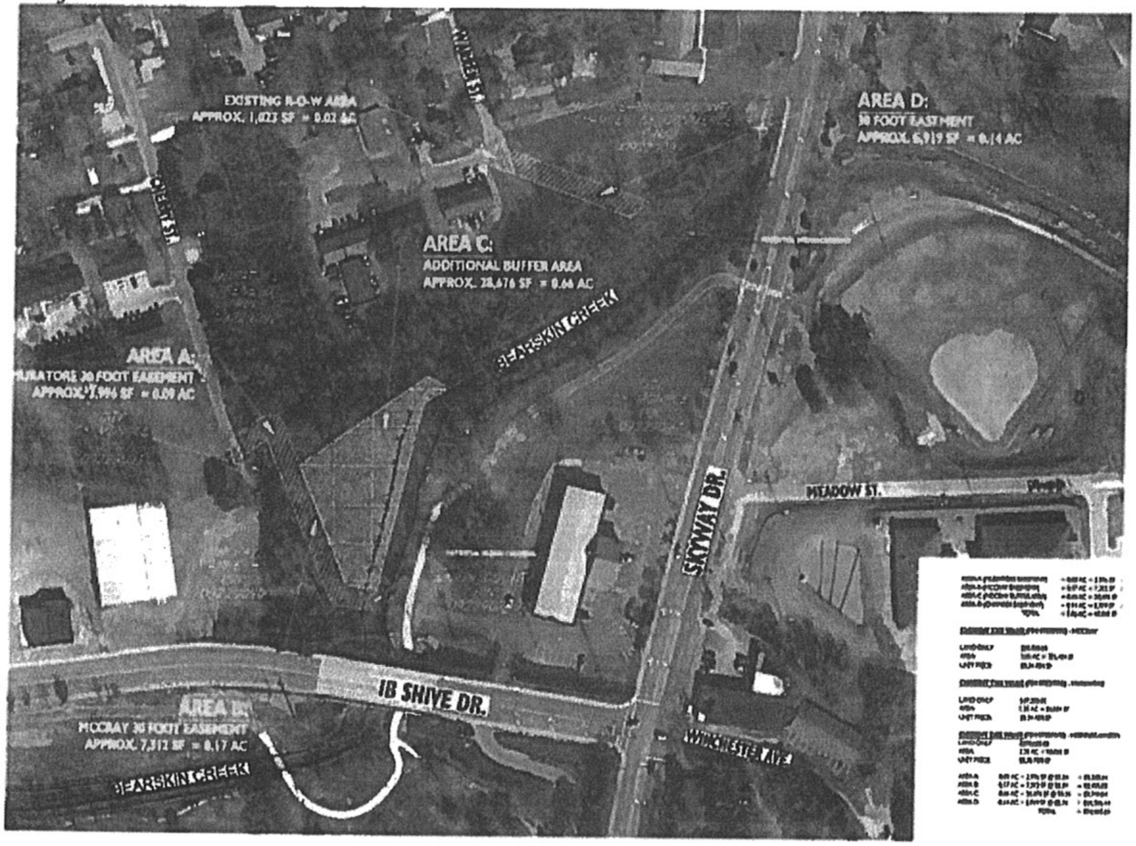
Project Area 2:



STAFF REPORT

TO: General Services Committee

VIA: Brian Borne, City Manager

DATE: August 4, 2022

FROM: Peter Cevallos, Airport Manager

SUBJECT: Resolution Approving Amended Lease of City Property Located at Charlotte-Monroe Executive Airport to Charlotte-Monroe Hangar 1, LLC and Granting Authorization to City Manager to Execute Documents

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SUMMARY STATEMENT

Staff is requesting the General Services Committee recommend City Council approve an amendment to the lease agreement with Charlotte-Monroe Hangar 1, LLC, which increases the tenant's leasehold by 7,060 square feet and increases their annual lease payment by $3,001.

REVIEW

In November 2021, City Council approved the lease with Charlotte Monroe Hangar 1, LLC for a hangar site in the Corporate Hangar Area so they can construct a 15,000 sq. ft. aircraft storage hangar. Staff initially determined a parcel size of 200 feet by 100 feet size, or 30,000 square feet, to adequately place the proposed hangar (this property size would allow a 25-foot buffer around the entire building). Based on the total cost that has been invested and the size of the property, staff has calculated required payback rate of approximately $0.42 per square foot, per year, an annual lease rate of $12,764, with a lease term thirty years, with two renewals of five (5) years. The client agreed to the lease rate and terms, and signed the lease.

Per the terms in the lease agreement, Charlotte Monroe Hangar 1, LLC presented the Airport staff with their hangar site plans for approval. The proposed hangar is designed to be 18,500 sq. ft., and includes over 3,000 sq. ft. of office space. Hangar door height is proposed 27 feet, and the office space will be two stories. The lessee is also proposing a total of 11 parking spots and a circular drive on the landside of the hangar. Due to the hangar bay size, building code will require fire suppression, and the hangar floor surface will be graded and drained to prevent water or fuel from remaining on the floor; the floor drains will discharge through an oil separator.

Due to the hangar's increase in size and complexity, the leasehold has increased from 30,000 square feet to 37,060 square feet, an increase of nearly 25%, to properly accommodate the hangar. As more property is occupied, the annual lease payment will also increase, from $12,764 to $15,765; an increase of the same. All other items in the lease agreement remain the same.

At their June 13 meeting, the Airport Commission voted unanimously approving the proposed hangar plan, and recommend that the lease amendment increasing the leasehold and annual lease revenue be sent to City Council for their approval. Public notice was given for this request on July 9.

RECOMMENDATION

The General Services Committee, Airport Commission and Staff are requesting that City Council adopt a Resolution approving the Lease Amendment with Charlotte Monroe Hangar 1, LLC, increasing the size of leasehold by 7,060 sq. ft. and increasing the annual lease payment by $3,001; and authorizing the City Manager to sign the lease amendment.

Attachments: Resolution R-2022-59
Proposed Hangar Plans
Charlotte-Monroe Hangar 1 Lease Amendment
Charlotte-Monroe Hangar 1 Lease Agreement

RESOLUTION APPROVING LEASE AMENDMENT OF CITY PROPERTY LOCATED AT CHARLOTTE-MONROE EXECUTIVE AIRPORT TO CHARLOTTE-MONROE HANGAR 1, LLC AND GRANTING CITY MANAGER AUTHORIZATION TO EXECUTE DOCUMENTS
R-2022-59

WHEREAS, the City of Monroe owns the improved real property located at 1406 Aviation Drive, Monroe, North Carolina 28110, on the Charlotte-Monroe Executive Airport; and

WHEREAS, pursuant to North Carolina General Statute § 63-53, the City has entered into a lease agreement with Charlotte-Monroe Hangar 1, LLC to lease the property beginning December 1, 2021 for a period of thirty years, with two renewals of five (5) years each; and

WHEREAS, Charlotte-Monroe Hangar 1, LLC has proposed a hangar facility that is larger than the original requested leasehold; and

WHEREAS, the City Council has determined that the subject property should be increased 7, 060 square feet to accommodate the larger proposed hangar facility; and

WHEREAS, in consideration of said lease, Charlotte-Monroe Hangar 1, LLC will pay the City an increased annual rent of $15,765 for a period of thirty years with two renewals of five (5) years each, with payment starting in year two of the initial lease term, with a three percent increase every five years, under the terms and conditions of the lease to construct a corporate aviation hangar facility to operate for private aircraft storage and management on the premises; and

WHEREAS, North Carolina General Statute §160A-272 authorizes the City to enter into long-term leases upon Resolution of the City Council adopted at a Regular meeting after 30 days' public notice; and

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

NOW, THEREFORE, BE IT RESOLVED, the Monroe City Council hereby approves this lease amendment of the City property described above to Charlotte-Monroe Hangar 1, LLC increasing the leasehold by 7,060 square feet, and increasing the annual lease revenue by $3,001, under the terms and conditions contained in the original lease and authorizes the City Manager to execute any and all necessary documents.

This Resolution is effective on the date of its adoption.

Adopted this 9th day of August, 2022.

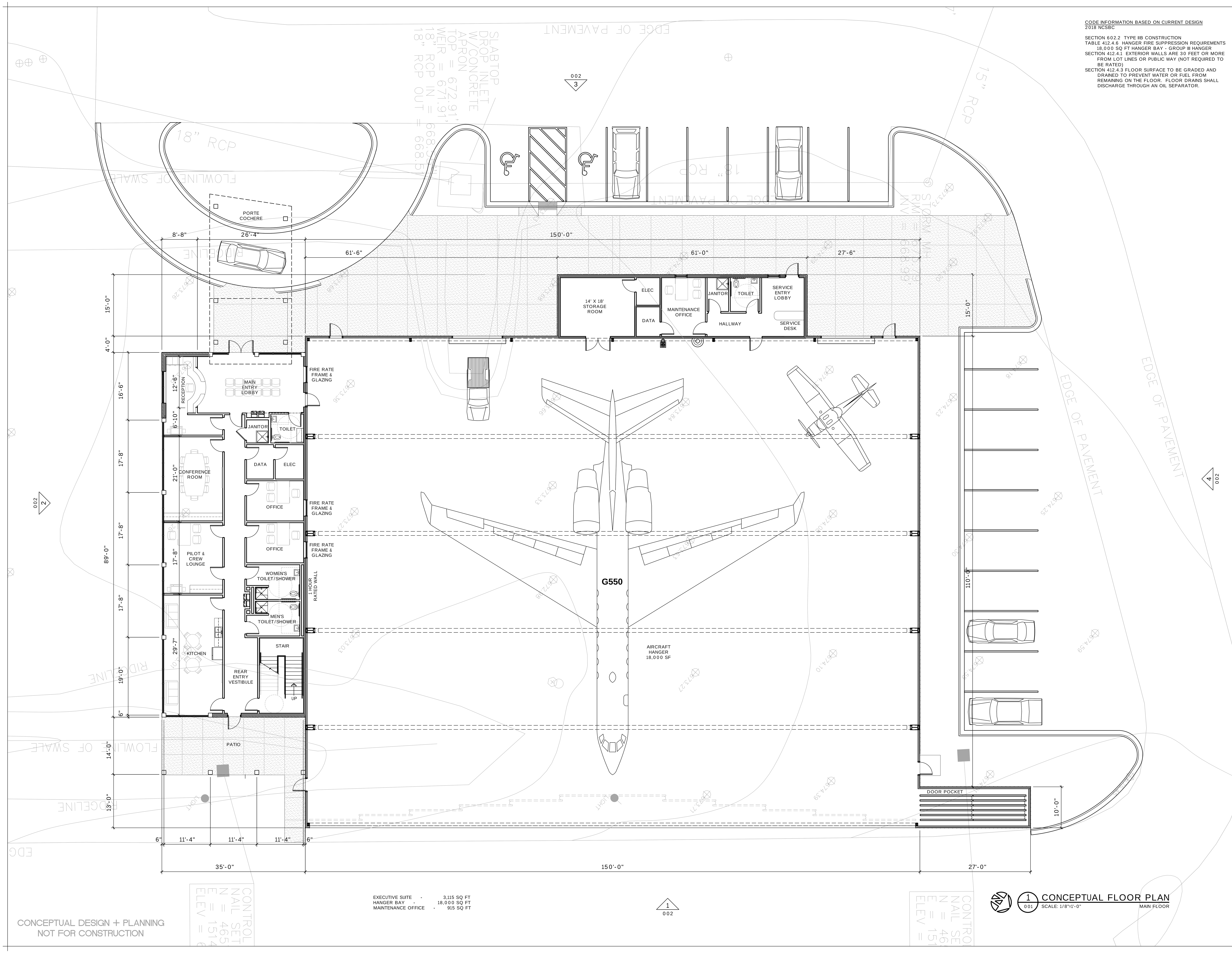
Attest:

____
Marion Holloway, Mayor

____
Bridgette H. Robinson, City Clerk

CODE INFORMATION BASED ON CURRENT DESIGN
2018 NCSBC

SECTION 602.2 TYPE IIB CONSTRUCTION
TABLE 412.4.6 HANGER FIRE SUPPRESSION REQUIREMENTS
18,000 SQ FT HANGER BAY - GROUP III HANGER
SECTION 412.4.1 EXTERIOR WALLS ARE 30 FEET OR MORE FROM LOT LINES OR PUBLIC WAY (NOT REQUIRED TO BE RATED)
SECTION 412.4.3 FLOOR SURFACE TO BE GRADED AND DRAINED TO PREVENT WATER OR FUEL FROM REMAINING ON THE FLOOR. FLOOR DRAINS SHALL DISCHARGE THROUGH AN OIL SEPARATOR.



EXECUTIVE SUITE	-	3,115 SQ FT
HANGER BAY	-	18,000 SQ FT
MAINTENANCE OFFICE	-	915 SQ FT

1 CONCEPTUAL FLOOR PLAN
001 SCALE: 1/8"=1'-0"
MAIN FLOOR

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

PINNACLE ARCHITECTURE
PROFESSIONAL ASSOCIATION
P.O. BOX 187, 630 TEAM ROAD, SUITE 200
MATTHEWS, NORTH CAROLINA 28106
PH: (704) 847-9851 FAX: (704) 847-9853
701 EAST BAY STREET, SUITE 302
CHARLESTON, SOUTH CAROLINA 29403
PH: (843) 872-5345 FAX: (843) 872-5374

ISSUE DATE 05.10.22
DRAWN BY JAE
CHECKED BY FMW, REB
PROJECT: 22XX

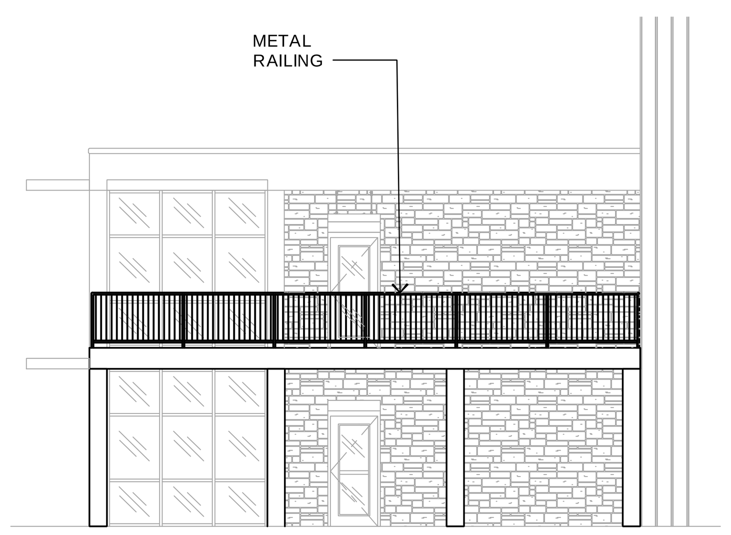
NEW AIRCRAFT HANGER
CHARLOTTE-MONROE EXECUTIVE AIRPORT
MONROE, NORTH CAROLINA

OVERALL SITE PLAN & FLOOR PLAN

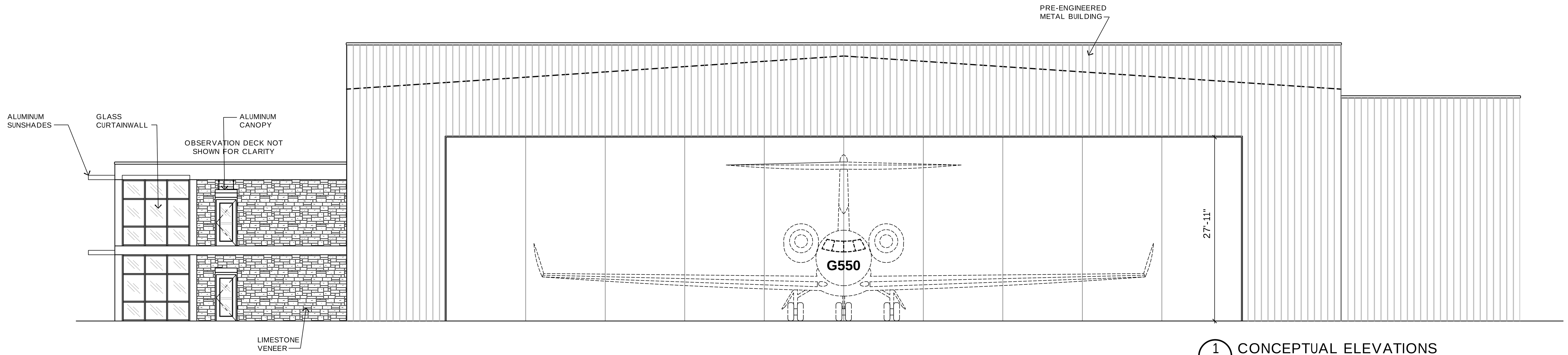
REVISION SCHEDULE

#	DATE	REFERENCE

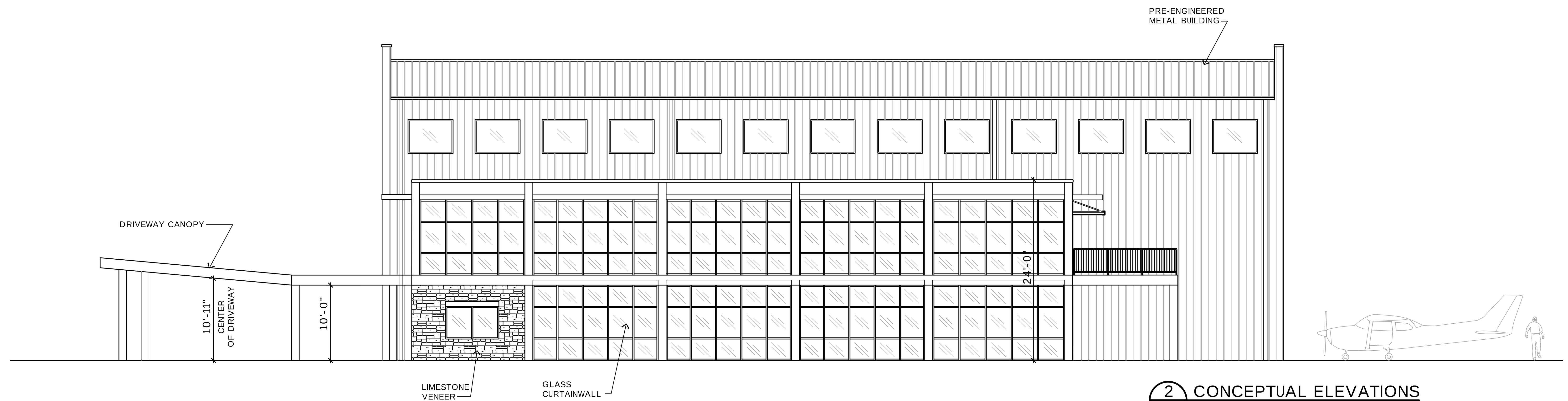
001



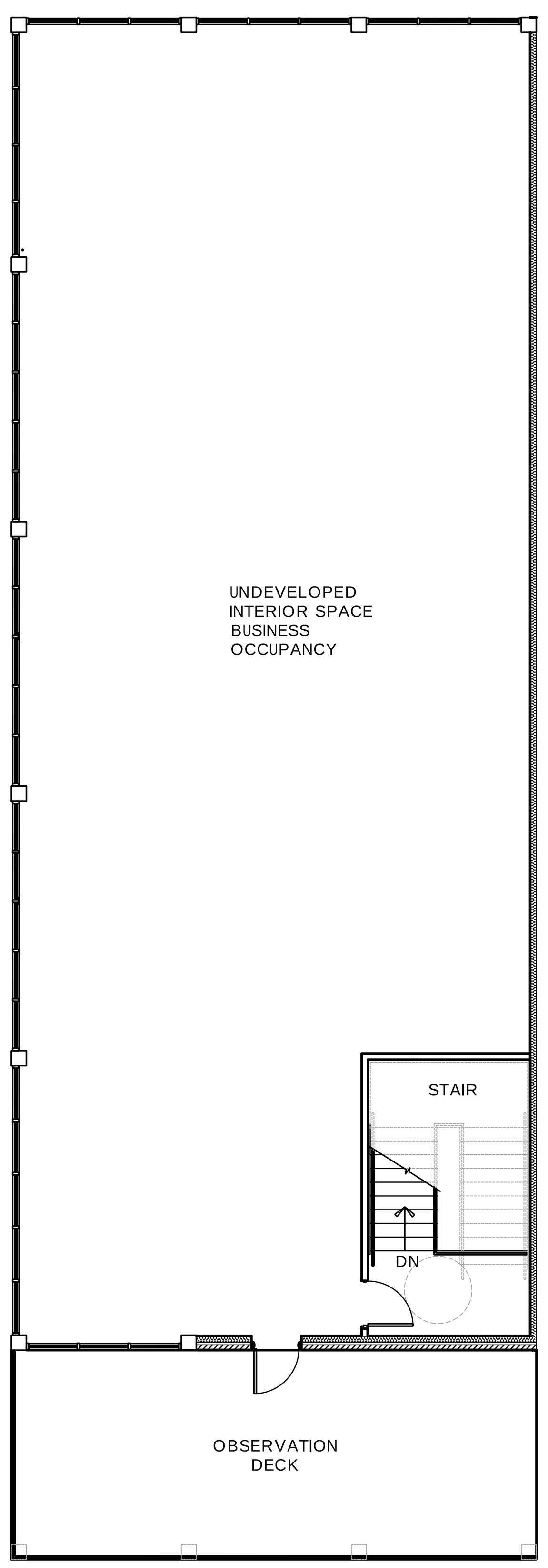
5 CONCEPTUAL ELEVATIONS
002 SCALE: 1/8"=1'-0 PARTIAL @ OBSERVATION DECK

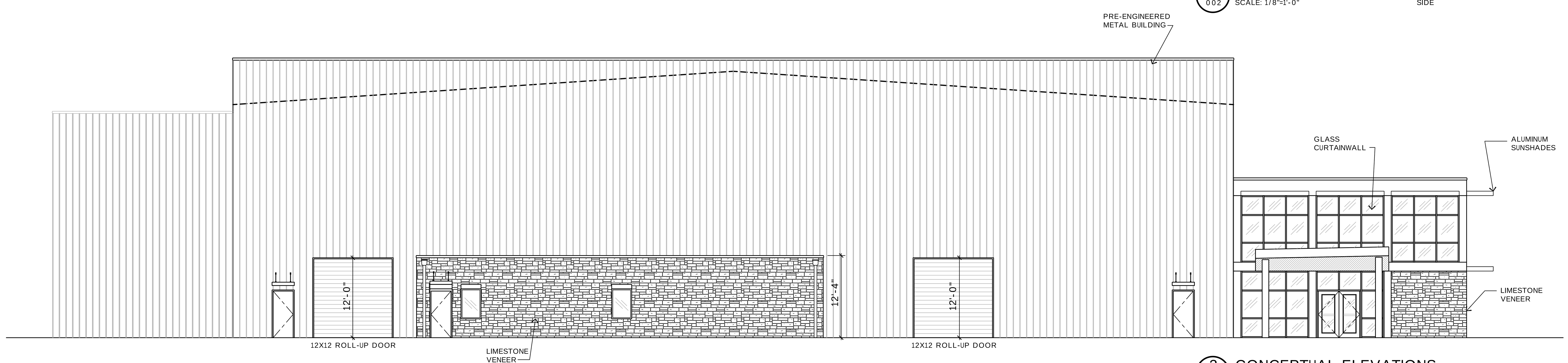


1 CONCEPTUAL ELEVATIONS
002 SCALE: 1/8"=1'-0" FRONT



2 CONCEPTUAL ELEVATIONS
002 SCALE: 1/8"=1'-0" SIDE

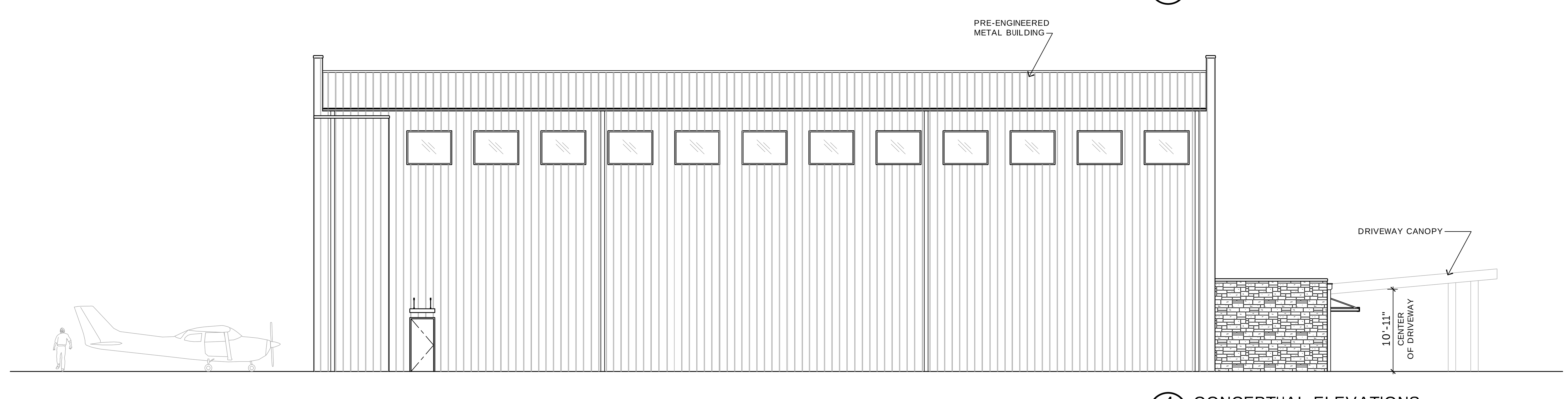




3 CONCEPTUAL ELEVATIONS
002 SCALE: 1/8"=1'-0" REAR

6 CONCEPTUAL FLOOR PLAN
001 SCALE: 1/8"=1'-0" UPPER FLOOR

EXECUTIVE SUITE UPPER FLOOR - = 3,115 SQ FT



4 CONCEPTUAL ELEVATIONS
002 SCALE: 1/8"=1'-0" SIDE

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

PINNACLE ARCHITECTURE
PROFESSIONAL ASSOCIATION
P.O. BOX 187, 630 TEAM ROAD, SUITE 200
MATTHEWS, NORTH CAROLINA 28106
PH: (704) 847-9851 FAX: (704) 847-9853

ISSUE DATE 05.10.22
DRAWN BY JAE
CHECKED BY FMK, REB
PROJECT 22XX

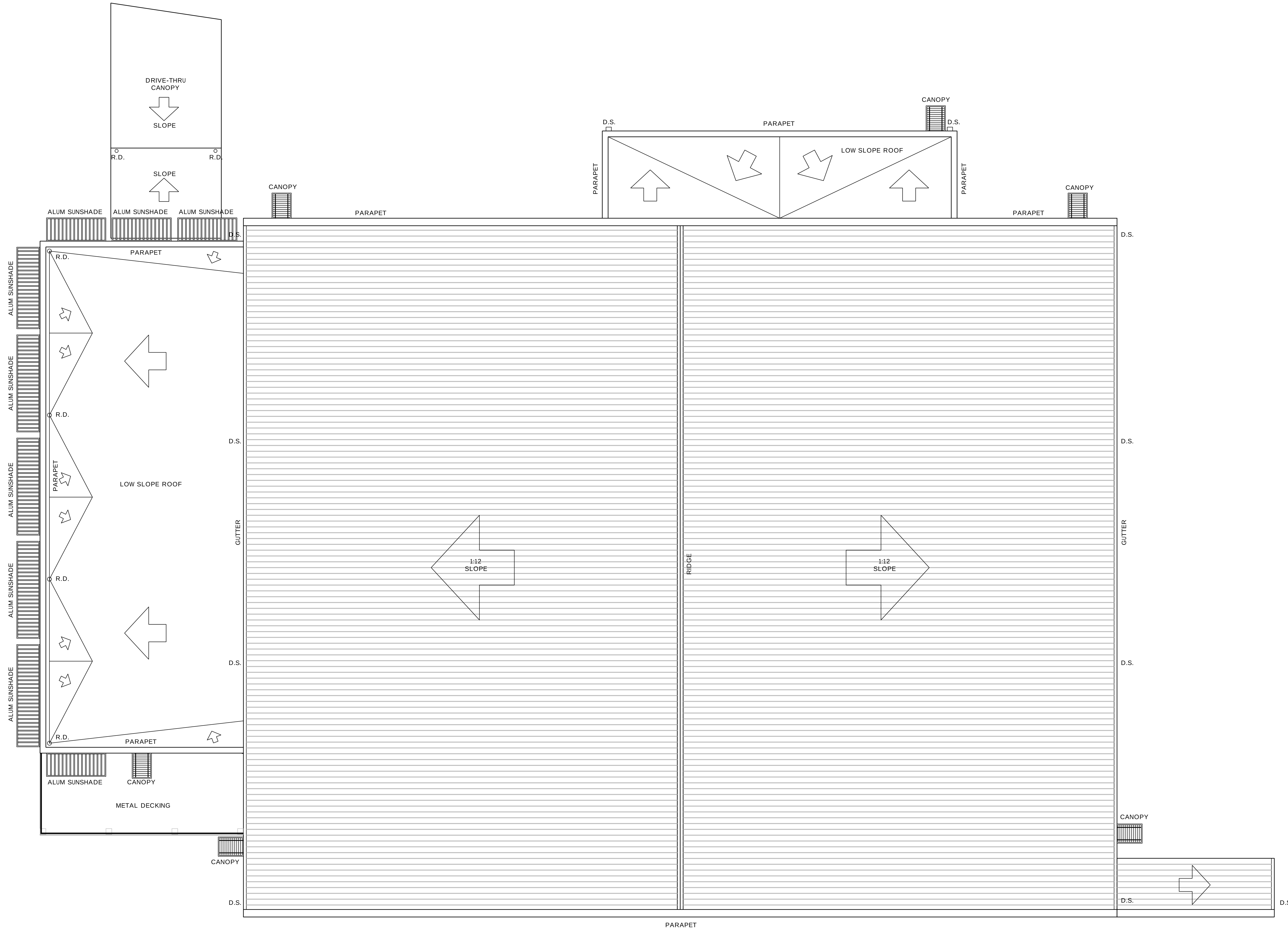
NEW AIRCRAFT HANGER
CHARLOTTE-MONROE EXECUTIVE AIRPORT
MONROE, NORTH CAROLINA

EXTERIOR ELEVATIONS
UPPER FLOOR PLAN

REVISION SCHEDULE

△	DATE	REFERENCE

002



1 CONCEPTUAL ROOF PLAN
003 SCALE: 1/8"=1'-0"

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

CONCEPTUAL DESIGN + PLANNING
NOT FOR CONSTRUCTION

PINNACLE ARCHITECTURE
PROFESSIONAL ASSOCIATION
P.O. BOX 187, 630 TEAM ROAD, SUITE 200
MATTHEWS, NORTH CAROLINA 28106
PH: (704) 847-9851 FAX: (704) 847-9853
701 EAST BAY STREET, SUITE 302
CHARLESTON, SOUTH CAROLINA 29403
PH: (843) 872-3343 FAX: (843) 872-3374

ISSUE DATE 05.10.22
DRAWN BY JAE
CHECKED BY FMK, REB
PROJECT: 22XX

NEW AIRCRAFT HANGER
CHARLOTTE-MONROE EXECUTIVE AIRPORT
MONROE, NORTH CAROLINA

ROOF PLAN

REVISION SCHEDULE

△	DATE	REFERENCE

003

STATE OF NORTH CAROLINA
UNION COUNTY

CHARLOTTE - MONROE EXECUTIVE AIRPORT
HANGAR LEASE AMENDMENT

THIS LEASE AMENDMENT, made and entered into this _______ day of _____________, 20_____, by and between the **City of Monroe**, a North Carolina Municipal Corporation, hereinafter called "Lessor", and **Charlotte-Monroe Hangar 1 LLC**, hereinafter called "Lessee"; all of Union County, North Carolina;

WHEREAS, the Lessor is the owner of the Charlotte -Monroe Executive Airport; and

WHEREAS, effective November 11, 2021, the Lessor entered into a Lease Agreement with the Lessee to lease that certain parcel of real estate situated at 1406 Aviation Drive, Monroe, NC 28110 at the Charlotte-Monroe Executive Airport on which the Lessee will construct and maintain an aircraft hangar under the terms and conditions of the Lease; and

WHEREAS, the Lessee desires to make substantial improvements to the demised premises including but not limited to constructing a hangar of a minimum size of 15,000 square feet and other major improvements within the parcel, which would increase the size of the demised premises by 7,060 square feet; and

WHEREAS, the Lessor agrees and consents to the improvements by the Lessee and agrees to extend the shape and dimensions of the demised premises, as depicted on the attached revised Exhibit A; and

WHEREAS, the Lessor conveys a new lease rate based on the expanded demised premises, as described in the attached revised Exhibit B.

NOW, THEREFORE, in consideration of the expansion of the demised premises and the proposed hangar size, along with other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following amendments to the terms and conditions of the Lease:

Paragraph 1. Demise. is amended to read, "In consideration of the payment from time to time by the Lessee of the rents hereinafter set forth and in further consideration of the prompt performance by the Lessee of each of the covenants on its part to be performed hereunder, the Lessor does hereby lease unto the Lessee, its successors and assigns, the parcel of real estate, measuring 37,060 square feet and situated at 1406 Aviation Drive, Monroe, NC 28110, at the Charlotte-Monroe Executive Airport, hereinafter called the "demised premises," described on Exhibit A attached hereto and made a part hereof, for the construction of a minimum 15,000 square-foot corporate hangar to be used for the storage of a corporate jet aircraft and helicopter. To have and to hold the said demised premises, together with all improvements, appurtenances, rights, privileges and easements thereto belonging or otherwise incident or appertaining upon the terms and conditions hereinafter set forth."

The first section in Paragraph 3. Rental. is amended to read, "The minimum annual rental for the demised premises, as described in paragraph 1 shall be Fifteen Thousand, Seven Hundred Sixty-Five Dollars ($15,765), as described in Exhibit B, Lease Payback Schedule, attached hereto and made a part hereof. At the agreed upon regular intervals of every five (5) years, the annual rental shall be adjusted upward to reflect an increase of three (3) percent during the term of the lease. In no event shall the rental for the current period be less than the rental payable during the previous period." The remaining portion of this paragraph remains unchanged.

The first section in Paragraph 10. Maintenance and Repairs. is amended to read, "The Lessee shall be responsible for the entire upkeep, maintenance and repair of all improvements, including all pavements, located on the demised premises and the fixtures and equipment appurtenant thereto, and shall keep the same in good, safe, tenantable condition, in good appearance, properly painted and landscaped. All repairs and maintenance shall be performed in a good and workmanlike manner. Lessee will deliver said improvements and demised premises at the termination of this Lease in good order and repair, reasonable wear and tear excepted." The remaining portion of this paragraph remains unchanged.

Exhibits A and B are revised as attached, and supersede the original attached exhibits.

Except as expressly modified herein, all terms and conditions of the Lease Agreement between the Parties are hereby affirmed, ratified, and readopted in all respects.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement Amendment as duly authorized acts and on behalf of said parties the day and year first written above:

LESSOR:

City of Monroe

By: ______________________________
Brian Borne, City Manager

ATTEST:

____
Bridgette H. Robinson, City Clerk

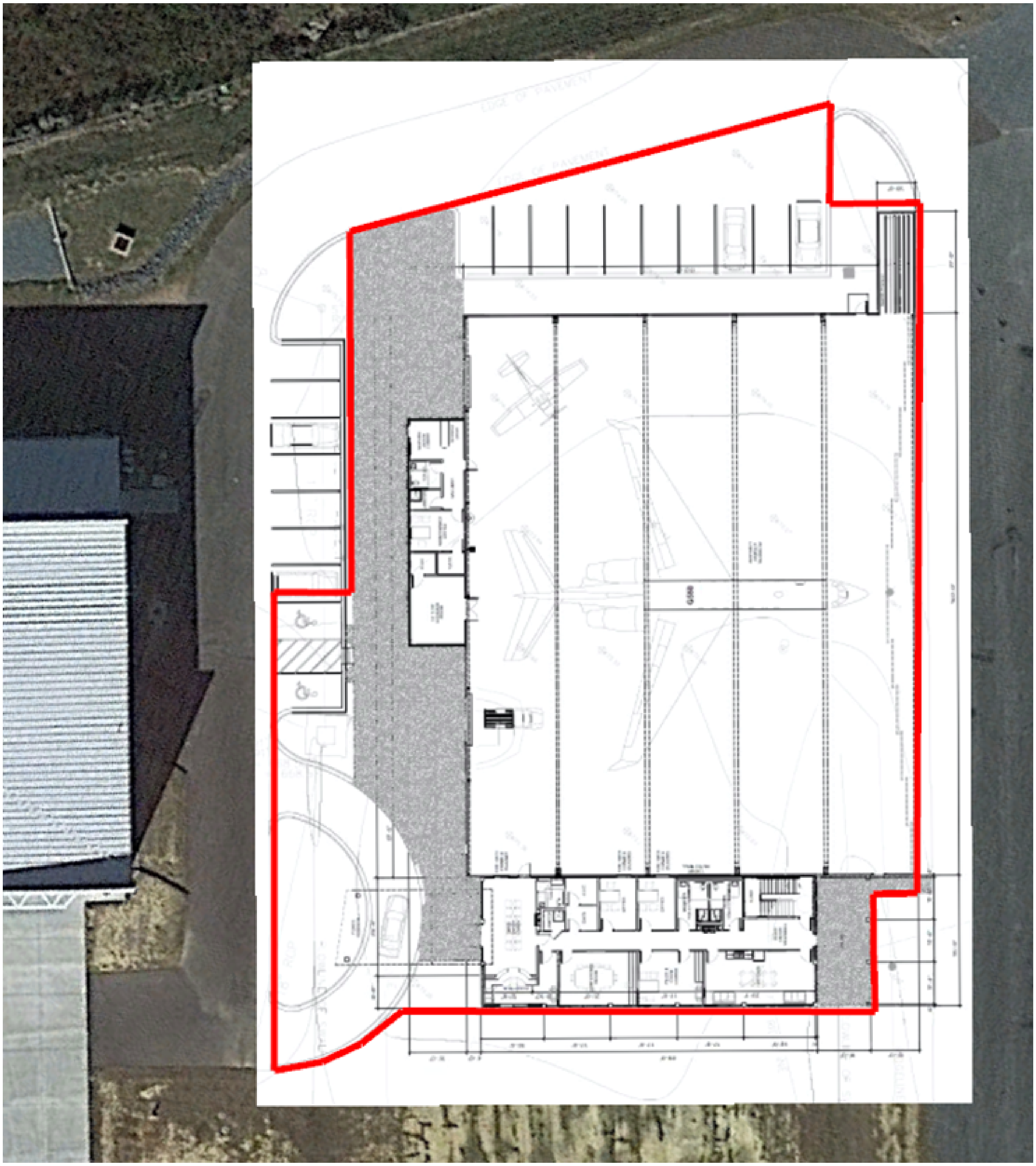
LESSEE:

Charlotte-Monroe Hangar 1 LLC

______________________ By: _________________________

______________________ Its: _________________________

REVISED EXHIBIT A: Demised Premises



Site Dimensions *(as depicted by red outline)*: 37,060 square feet

REVISED EXHIBIT B: Lease Payback Schedule

YEAR	ANNUAL RENT	YEAR	ANNUAL RENT
2022	$ 15,765	2042	$ 17,743
2023	$ 15,765	2043	$ 17,743
2024	$ 15,765	2044	$ 17,743
2025	$ 15,765	2045	$ 17,743
2026	$ 15,765	2046	$ 17,743
2027	$ 16,237	2047	$ 18,275
2028	$ 16,237	2048	$ 18,275
2029	$ 16,237	2049	$ 18,275
2030	$ 16,237	2050	$ 18,275
2031	$ 16,237	2051	$ 18,275
2032	$ 16,725	2052	$ 18,824
2033	$ 16,725	2053	$ 18,824
2034	$ 16,725	2054	$ 18,824
2035	$ 16,725	2055	$ 18,824
2036	$ 16,725	2056	$ 18,824
2037	$ 17,226	2057	$ 19,388
2038	$ 17,226	2058	$ 19,388
2039	$ 17,226	2059	$ 19,388
2040	$ 17,226	2060	$ 19,388
2041	$ 17,226	2061	$ 19,388

CHARLOTTE-MONROE)
EXECUTIVE AIRPORT) LEASE AGREEMENT
CITY OF MONROE)

THIS LEASE AGREEMENT ("Lease") entered into this 1st day of December, 2021 (the "Effective Date") by and between the **CITY OF MONROE**, hereinafter called Lessor, and **Charlotte-Monroe Hangar 1 LLC**, hereinafter called Lessee,

WITNESSETH:

1. Demise. In consideration of the payment from time to time by the Lessee of the rents hereinafter set forth and in further consideration of the prompt performance by the Lessee of each of the covenants on its part to be performed hereunder, the Lessor does hereby lease unto the Lessee, its successors and assigns, the parcel of real estate situated at 1406 Aviation Drive, Monroe, NC 28110, at the Charlotte-Monroe Executive Airport, hereinafter called the "demised premises," described on Exhibit A attached hereto and made a part hereof, for the construction of a 15,000 square-foot corporate hangar by Lessee to be used for the storage of a corporate jet aircraft. To have and to hold the said demised premises, together with all improvements, appurtenances, rights, privileges and easements thereto belonging or otherwise incident or appertaining upon the terms and conditions hereinafter set forth.

2. Term. The term and duration of this Lease shall be for a period of **Thirty (30)** years, beginning December 1, 2021, and ending on November 31, 2051, together with any renewal term(s) exercised by Lessee (the "Term").

3. Rental. The annual rental for the leasehold, as described in paragraph 1 shall be Twelve Thousand Seven Hundred Sixty-Four dollars ($12,764), as described in Exhibit B, Lease Payback Schedule, attached hereto as Exhibit B and made a part hereof ("Annual Rent"). At the agreed upon regular intervals of every five (5) years, the Annual Rent shall be adjusted upward to reflect an increase of three (3) percent during the Term of this Lease. In no event shall the Annual Rent for the current period be less than the Annual Rent payable during the previous period.

All Annual Rent payable hereunder shall be paid to Lessor without any offset or deduction whatsoever, in monthly installments equal to one-twelfth (1/12) of the Annual Rent, in advance on the first day of each month. Rent payments shall begin on the later of November 1, 2022 or on the anniversary of the Effective Date, with any portion of a month to be prorated.

All rent payments shall be made at or mailed to:

City of Monroe
P. O. Box 69
Monroe, North Carolina 28111

or at such other address as Lessor may designate in writing.

4. Site Development Reimbursement. As a part of this Lease, the Lessor will make certain infrastructure improvements that allow access to and operation of the proposed corporate Hangar Improvements, subject to the reasonable review and approval of Lessee for such improvements that affect the construction of the Hangar Improvements. These improvements to be completed by Lessor include site grading to accommodate a building pad for the Hangar Improvements, access road to Hangar Improvements, and utility access to include water, electric, natural gas, and sewer being delivered to the demised premises (collectively, the "Lessor Improvements"). The Lessor Improvements will be funded by an internal loan

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from the City of Monroe. The Lessee agrees to reimburse the Lessor for such Lessor Improvements design and costs through the Lease Payback Schedule during the first twenty (20) years of the Term of the Lease. Such reimbursement payback schedule is included in the Annual Rent as shown on Exhibit B, and is based on one-fourth pro-rata share of the Lessor Improvements cost. Lessor shall diligently work to complete the Lessor Improvements affecting the use and construction of the Hangar Improvements as quickly as possible, provided such Lessor Improvements shown on Exhibit A shall be completed by the Lessor no later than the first anniversary of the Effective Date.

5. Hangar Construction/Completion: Upon the Lessee's completion of the plans and specifications for the corporate hangar, the Lessee shall prepare and deliver to Lessor, at its sole cost, the plans and specifications of the desired 15,000 square-foot corporate hangar for Lessor's review and approval, pursuant to City of Monroe Policy MA-03, Charlotte-Monroe Executive Airport Minimum Hangar Construction Standards (the "Hangar Improvements"), such approval not to be unreasonably withheld, conditioned, or delayed. Lessee agrees to place the order for the steel building within 5 business days of Lessor's approval of the plans and issuing the building permit for the Hangar Improvements. Lessee may begin construction of the Hangar Improvements, subject to the terms and conditions herein, prior to completion of the Lessor Improvements, provided that the completion of such Lessor Improvements are not required to begin such construction. Provided all requirements for Lessee to begin construction of the Hangar Improvements have been completed, Lessee agrees to begin construction of the Hangar Improvements on or before within 30 days of the delivery of the steel building. Lessee will begin remitting payments of the Annual Rent in monthly installments on the later of November 1, 2022 or the anniversary of the Lessor's approval of Lessee's plans and specifications and issuance of the building permit for same.

6. Option to Renew. Provided the Lessee is not in default under this Lease with such default continuing, the Lessee shall have the option to renew the Term of this Lease for two options of five (5) years each. Annual Rent for each renewal period shall continue using the same lease payback schedule as described in Exhibit B attached hereto and made a part hereof. The Lessee's option to renew shall be exercised by written notice to Lessor at least six months prior to the expiration of the original or any renewal term hereof.

7. Taxes. The Lessee shall pay when due all taxes (including ad valorem real estate taxes), assessments or other governmental charges of every kind of nature, whether extraordinary or ordinary and whether or not presently contemplated by the parties, including ad valorem taxes now or hereafter imposed by the City of Monroe and Union County, which shall or may be imposed on, or arise in connection with the demised premises, the use of the demised premises or any part thereof. The Lessor shall be responsible for making sure the demised premises is a separately assessed tax parcel and Lessee shall only be responsible for taxes related to the demised premises and Lessee's use of thereof and Hangar Improvements thereon. The Lessee shall deliver receipts evidencing payment of all such taxes, assessments or charges to Lessor within ten (10) days after the first day allowed for payment thereof. The Lessee shall also pay all personal property taxes assessed against its personal property, machinery, equipment or supplies located on the demised premises, which may be subject to taxation, by any governmental authority.

8. Utilities. The Lessee shall register all appropriate utilities in its name, and be solely liable for the payment of utility charges as they become due including those for sewer, water, gas, electricity and telephone services. The Lessor makes no representation with respect to the availability, volume or capacity of any utilities, which may be required by the Lessee and assumes no responsibility for providing utility services, subject to the Lessor's requirement to have necessary utilities delivered to the demised premises in accordance with paragraph 4 herein. The Lessee further agrees that all waste products emptied into the septic tank system or sewer disposal lines or plants will conform to the regulations and restrictions of the City of Monroe.

9. Alteration and Additions. With the prior written consent of Lessor such consent not to be unreasonably withheld, conditioned, or delayed, the Lessee shall have the right, during the continuance of

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this Lease, to make alterations, additions or improvements to the demised premises and Hangar Improvements, all at its own expense and at no cost to the Lessor. Such alterations, additions or improvements shall become a part of the demised premises and belong to the Lessor, without compensation to the Lessee, at the expiration of this Lease. Such alterations, additions or improvements shall not endanger the demised premises and shall not be in conflict with the Charlotte-Monroe Executive Airport Minimum Hangar Construction Standards or any other rules or regulations of any governmental authority having jurisdiction thereof.

10. Maintenance and Repairs. The Lessee shall be responsible for the entire upkeep, maintenance and repair of all improvements located on the demised premises and the fixtures and equipment appurtenant thereto, and shall keep the same in good, safe, tenantable condition, in good appearance, properly painted and landscaped. All repairs and maintenance shall be performed in a good and workmanlike manner. Lessee will deliver said improvements and demised premises at the termination of this Lease in good order and repair, reasonable wear and tear excepted.

Lessee on termination of this Lease or at any time during the continuance thereof, may remove from said demised premises the Hangar Improvements and any other improvements installed by Lessee located thereon, its aircraft and aircraft maintenance equipment, and all of its personal property located thereon, including without limitation, shelving, trade fixtures, counters, racks and other equipment of a non-permanent nature, including temporary electrical trays and conduits and window air conditioning units ("Tenant's Property"). Buildings and fences, electrical fixtures, carpeting, built-in shelving and other like items attached to the buildings shall be deemed a part of the realty and become property of the Lessor. Lessee shall repair any damage that may be done to the demised premises from the removal of Tenant's Property.

11. Damage. Should the whole or any part of the Hangar Improvements or other improvements at any time located on the demised premises be partially damaged or wholly destroyed by fire or other causes after the commencement of the Term of this Lease, Lessee may terminate this Lease by providing written notice to Lessor within thirty (30) days after such damage. Unless this Lease is terminated by Lessee as provided herein, such destruction or injury shall not operate to terminate this Lease, but this Lease shall continue in full force and effect, and Lessee agrees, at its own expense without unreasonable delay, to restore or rebuild said improvements to a condition equal or greater in value to that just prior to said loss. If this Lease is terminated by Lessee after any such damage or injury, then Lessee agrees, at its own expense without unreasonable delay, to remove and raze the damaged improvements on the demised premises and restore the demised premises to a condition that existed prior to the installation of the Hangar Improvements. Lessee shall be entitled to receive all insurance proceeds received from Lessee's insurance with respect to the Hangar Improvements and other improvements installed by Lessee on the demised premises.

12. Insurance. The Lessee shall indemnify, defend and hold harmless the City of Monroe from any and against all damages and liabilities for anything and everything whatsoever arising from or out of the occupancy by or under the Lessee, the Lessee's agents or servants and/or from any loss or damage arising from any fault, negligence and/or intentional acts either criminal or contractual by the Lessee or any failure on Lessee's part to comply with any of the covenants, terms and conditions herein contained or otherwise. Lessee agrees to maintain minimum liability insurance of $1,000,000 for each occurrence for bodily injury or $2,000,000 in the aggregate, and $500,000 each occurrence for property damage, with a recognized company or companies indemnifying the Lessor against public liability and property damage occurring as a result of each and every phase of activity conducted by Lessee in and upon or in connection with the demised premises herein leased at the Charlotte-Monroe Executive Airport, and shall be kept in force and effect at all times during the Term of this Lease.

Lessee, during the entire Term hereof, shall keep the improvements located upon the demised premises, including all repairs, replacements, alterations, additions and changes thereto made by Lessee, insured against loss or damage by fire and causes covered by the customary standard extended coverage applicable to property of similar character located in Monroe, North Carolina, in an amount equal to the full insurable value of such improvements including repairs, replacements, alterations or additions thereto. All such insurance shall be written in a company or companies, and with policies acceptable to Lessor and Lessee shall furnish to the Lessor a copy of a binder from the insurer. The Lessee shall furnish the Lessor with all policies, or copies thereof, with receipts evidencing payment of the premiums and all such policies, binders or certificates, and shall provide for thirty (30) days' notice from the insurer to the Lessor of any cancellation or amendment to any such policy, binder or certificate.

13. Environmental. The Lessee shall not bury, dump, pour, spill or place on the demised premises, or release into the environment any hazardous, toxic or harmful waste, substance or material of any kind or nature. The Lessee agrees to indemnify and hold the Lessor harmless from any and all claims, suits, actions, judgments, fines, costs, or damages (including reasonable attorneys' fees and legal expenses) for injury to persons, property, or the environment, or for decontamination or clean-up of the demised premises or environment arising out of or resulting from the Lessee's use of the demised premises or breach by the Lessee of the foregoing covenant

14. Use, Occupancy and Compliance with Regulations. The demised premises shall be used solely for the operation of a corporate aviation hangar and related aviation activities. Lessee shall cooperate with the Lessor in every reasonable way to aid and maintain an efficient operable aviation facility, it being agreed and understood between the parties hereto that Lessee shall be subject to the following: Exhibit C, Monroe Code of Ordinances, Chapter 131: Charlotte-Monroe Executive Airport (otherwise understood as the Airport Rules and Regulations); and Exhibit D, City of Monroe Policy MA-03, Charlotte-Monroe Executive Airport Minimum Hangar Construction Standards. All copies now or hereafter adopted by the City of Monroe and of which are attached.

As necessary conditions to its being granted a lease on public property, Lessee agrees to operate the demised premises, which are open to the public without discriminatory or otherwise unreasonable charges or fees. The Lessee, in the operation and use of the demised premises, will not on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15, of the Federal Aviation Regulations. Noncompliance shall constitute a material breach of this Lease and, in the event of such noncompliance; the Federal government or the Lessor shall have the right to take such action as the government may direct to enforce compliance.

The Lessor, the Federal Aviation Administration or any other Federal, State or local agency having jurisdiction over the demised premises, shall have the right with reasonable notice to enter upon the demised premises at any time during normal business hours for the purpose of making reasonable inspections without interference or hindrance by the Lessee. The Lessor shall have the right to make any improvements to the demised premises or to the Charlotte-Monroe Executive Airport which, in the Lessor's sole judgment, may be necessary to further develop the demised premises or to comply with the requirements of the Federal Aviation Administration with respect to the aviation facilities, provided that such improvements do not interfere with Lessee's use of the demised premises. The Lessor shall have the right to enter into agreements with governmental agencies with respect to applications for funds to improve the facilities at Charlotte-Monroe Executive Airport and this Lease is expressly made subject to all such governmental agreements.

14. Ordinances. The Lessee shall, at its own cost and expense, promptly observe and keep all laws, rules, orders, ordinances and regulations of the Federal, State and City Governments and all departments and bureaus thereof, and those of any other competent authority applicable to said demised premises, as well as to all repairs and alterations which may be made thereon, and also, at its cost and expense, shall promptly comply with all laws, rules, orders, regulations and requirements of the Board of Fire Underwriters or of any similarly constituted body, and will use no part of said demised premises in a manner so as to create a nuisance, and will use no part of said demised premises in a manner so as to create a nuisance. Upon failure

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to comply with any of the foregoing requirements, Lessor may, at its option, after thirty (30) days written notice to Lessee of its intention to do so, comply with the same for and on account of Lessee, and the cost of such compliance shall be paid with interest at twelve (12%) percent to Lessor upon demand.

15. Liens. The Lessee will not allow any mechanic's or material man's lien to stand against any portion of the demised premises for work performed for account of Lessee, provided, however, that Lessee may secure the discharge of the property from such liens by filing bond pursuant to applicable law and pending legal proceedings. Lessor shall not then have the right to pay, remove or discharge any such mechanic's or material man's lien or judgment thereby contested, and any delay of Lessee in paying the same until final determination of such disputed matter shall not be deemed a default of the conditions of this Lease.

16. Default Clause. In the event of the failure of Lessee to make any monthly payments of Annual Rent when due or to comply with any agreement or covenant herein made, including the obligation to construct improvements, and should Lessee remain so in default for a period of thirty (30) days after written notice thereof to Lessee (provided, however, if Lessee's violation or failure cannot reasonably be cured within thirty (30) days, Lessee shall be allowed additional time as is reasonably necessary to cure the violation or failure so long as the Lessee begins the cure within thirty (30) days and diligently pursues the cure to completion), or in the event that Lessee is placed in voluntary or involuntary bankruptcy or receivership, or is placed in any sort of insolvency or reorganization due to insolvency proceedings under State or Federal law and such bankruptcy, receivership or proceeding is not vacated or set aside within thirty (30) days from the date the Lessee is placed in such bankruptcy, receivership or insolvency proceeding, then and in any of such events Lessor, at Lessor's option, may (a) declare the full rental for the entire Term immediately due and payable without prejudice to any other remedies in law or equity available to Lessor, or (b) declare this Lease terminated and take possession of the demised premises forthwith and thenceforth hold the same with full right of Lessor to recover all past due rents and any and all damages, including reasonable attorney's fees, caused Lessor as a result of said default. Should the said Term at any time be ended under the terms and conditions hereof, or in any other way, Lessee hereby covenants and agrees upon request of Lessor to surrender and deliver up the said demised premises and property peaceably to said Lessor immediately upon the termination of said Term. In addition to the rights to terminate, and all other remedies set forth in this paragraph, Lessor shall also have all other rights and remedies which may be available under the laws of the State of North Carolina, subject to the conditions applicable to Lessor's rights as hereinabove provided. Notwithstanding the foregoing, where any breach of this agreement constitutes a violation of Federal, State or local law, Lessee shall cure such breach as soon as possible after notice of same and the failure to cure such breach within thirty (30) days of notice from Lessor shall entitle Lessor to terminate this Lease or seek any available remedy at law or equity.

17. Condemnation. If the whole of the demised premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof or in the event of a partial taking (or purchase) of the demised premises which results in the demised premises being rendered unusable for the purposes for which Lessee is using the demised premises immediately prior thereto and it is not economically feasible for Lessor to restore the improvements thereof, then this Lease shall automatically terminate as of the date of any such total or partial taking and the rentals due hereunder shall be adjusted to the date thereof.

In the event of a partial taking (or purchase) not resulting in termination of this Lease as aforesaid and as hereinafter provided, Lessee shall, at its own cost and expense, make all repairs to the buildings and improvements on the demised premises affected by such taking (or purchase) to the extent necessary to restore the same to a complete architectural unit (taking into consideration the amount of land remaining after such taking or purchase); provided, however, that Lessee shall not be obligated to expend an amount in excess of the proceeds of the net award available to Lessee for such purposes as hereinafter provided. Provided, however, in the event any material partial taking (or purchase) shall occur at any time during the last two years of the initial or any renewal term hereof, then both Lessor and Lessee each shall have the

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right, but not the obligation, to terminate this Lease by giving thirty (30) days prior written notice thereof to the other within thirty (30) days after the date of such taking (or purchase), with rentals to be adjusted to date of termination. In the event of any taking (or purchase) of the demised premises, the parties hereto agree to cooperate in applying for and in prosecuting any claim therefore and the aggregate net award after deducting reasonable expenses, costs and attorney's fees incurred in connection therewith, shall be paid to Lessor and Lessee as their respective interests may appear.

18. Temporary Possession by Government Agency. If, during the Term of this Lease, the Federal government or any other governmental agency acquires temporary possession of all or any part of the demised premises by virtue of any law now or hereafter in effect which materially interferes with the Lessee's use or occupancy of all or any portion of the demised premises, this Agreement shall not terminate, but shall remain in full force and effect. Provided, however, that the rentals payable hereunder for that portion of the demised premises thereby affected shall be proportionately abated during the period that the Lessee is deprived of such use or occupancy.

19. Covenant of Title, Authority and Possession. Lessor covenants and warrants that Lessor has full right and lawful authority to enter into this Lease for the full Term aforesaid, and that Lessor is lawfully seized of the entire demised premises hereby demised and has good fee simple leasehold title thereto. Lessor further covenants that if the Lessee shall discharge the obligations herein set forth to be performed by the Lessee, the Lessee shall have and enjoy, during the Term hereof, the possession of the demised premises.

20. Assignment and Subletting. The Lessee may not assign this lease or sublet any part of the demised premises without the prior written consent of the Lessor, which consent will not be unreasonably withheld.

21. Inspection and Advertisement. The Lessor shall have the right during the continuance of this lease to enter and inspect the demised premises and improvements in order to exercise any right or power reserved to the Lessor under the terms and provisions hereof; and during the last six (6) months of the Term, Lessor shall have the right to show the demised premises to prospective tenants or buyers and display about the demised premises the usual signs advertising the sale or lease thereof. In connection with any such entry, the Lessor shall reasonably endeavor to minimize the disruption to the Lessee's use of the demised premises, and shall reasonably endeavor to give the Lessee at least twenty-four (24) hours advance notice of such entry (except in the event of an emergency).

22. Notice. All notices provided for in this lease shall be sent by registered or certified mail to the Lessor and Lessee at the following addresses, unless the parties shall designate a different address in writing:

Lessor: City of Monroe
P. O. Box
Monroe, North Carolina 28111

Lessee: Charlotte-Monroe Hangar 1 LLC
PO Box 1561
Monroe, NC 28111-1561

23. Natures and Extent of Agreement. This Lease sets forth all the covenants promises, agreements, conditions and understandings between Lessor and Lessee concerning the demised premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those herein set forth. No subsequent alteration, amendment, change or addition to this agreement shall be binding upon Lessor or Lessee unless reduced to writing and signed by each.

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Paragraph headings and sub-headings throughout this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

For words used in this Lease, the use of one gender shall include the other gender, and the singular shall include the plural, or the plural shall mean the singular, as the case may be. Should any provision of this Lease be held invalid or unenforceable by any court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect.

This Lease shall be construed according to the laws of the State of North Carolina.

In the event that the terms and provisions of this Lease, including the collection of rents, shall be enforced through legal proceedings, the prevailing party in such proceedings shall be entitled to recover from the other all costs of the action, together with its reasonable attorney's fees, to the extent permitted by North Carolina law.

24. Binding Effect. This Lease shall inure to the benefit of and be binding upon the Lessor and the Lessee hereunder, and their respective successors and assigns.

25. 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.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed as of the day and year first written above on the first page.

In the Presence of:

LESSOR:

City of Monroe

By: ______________________ 11/22/2021

Bobby G. Kilgore, Mayor

Brian J. Borne, Interim City Manager

ATTEST:

Bridgette H. Robinson

Bridgette H. Robinson, City Clerk

WITNESS:

____

____

LESSEE:

Charlotte-Monroe Hangar 1 LLC

By: ______________________

Manager-Member

EXHIBIT A: Demised Premises at 1406 Aviation Drive, Monroe, NC 28110

EXHIBIT B: Lease Payback Schedule

YEAR	ANNUAL RENT	YEAR	ANNUAL RENT
2022	$ 12,764	2042	$ 14,366
2023	$ 12,764	2043	$ 14,366
2024	$ 12,764	2044	$ 14,366
2025	$ 12,764	2045	$ 14,366
2026	$ 12,764	2046	$ 14,366
2027	$ 13,147	2047	$ 14,767
2028	$ 13,147	2048	$ 14,767
2029	$ 13,147	2049	$ 14,767
2030	$ 13,147	2050	$ 14,767
2031	$ 13,147	2051	$ 14,767
2032	$ 13,541	2052	$ 15,210
2033	$ 13,541	2053	$ 15,210
2034	$ 13,541	2054	$ 15,210
2035	$ 13,541	2055	$ 15,210
2036	$ 13,541	2056	$ 15,210
2037	$ 13,948	2057	$ 15,666
2038	$ 13,948	2058	$ 15,666
2039	$ 13,948	2059	$ 15,666
2040	$ 13,948	2060	$ 15,666
2041	$ 13,948	2061	$ 15,666

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	Brian J. Borne, City Manager
DATE:	August 4, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Budget Ordinance to Close Capital Projects

SUMMARY STATEMENT

A budget ordinance is necessary to amend the fiscal year 2023 budget in order to close various projects.

REVIEW

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

- AP1703 – Apron Rehabilitation $571
- GB1904 – Emergency Traffic Signals Fire Stations $4,089
- GB2002 – Fire Station #4 Access Road $491
- GB2003 – Belk Tonawanda Phase 1-A (Parking Lot) $2,038
- MP2102 – Downtown Monroe Pedlet Program $3,701
- NG1702 – LNG Peak Shaving Plant $358,761
- NG1903 – Edward's Wood Products Line Extension $166,217
- RD1801 – Concord Avenue Sidewalk $701,461
- WR1643 – Water/Sewer Inventory Assessment Program $11,415
- WR2028 – Upgrade of WTP Carbon Feed $2,493

The project for Concord Avenue Sidewalk was originally funded from Powell Bill funds. The remainder of unspent funding in this project will be returned to the restricted portion of fund balance for Powell Bill Reserves. Also, the project for Apron Rehabilitation was originally funded from the formal assignment for airport grant acceptance. The remainder of unspent funding in this project will be returned to the formal assignment in the City's general fund.

RECOMMENDATION

Staff recommends that the General Services Committee forward to full Council the recommendation for approval of the proposed budget ordinance to close projects for Fiscal Year 2023.

Attachment: BO-2022-15

CAPITAL PROJECT BUDGET ORDINANCE
CLOSE COMPLETED CAPITAL PROJECTS
BO-2022-15

WHEREAS, certain projects that have been funded in prior years have been completed;

WHEREAS, those projects with remaining balances/shortages are identified as follows:

- AP1703 – Apron Rehabilitation $571
- GB1904 – Emergency Traffic Signals Fire Stations $4,089
- GB2002 – Fire Station #4 Access Road $491
- GB2003 – Belk Tonawanda Phase 1-A (Parking Lot) $2,038
- MP2102 – Downtown Monroe Pedlet Program $3,701
- NG1702 – LNG Peak Shaving Plant $358,761
- NG1903 – Edward's Wood Products Line Extension $166,217
- RD1801 – Concord Avenue Sidewalk $701,461
- WR1643 – Water/Sewer Inventory Assessment Program $11,415
- WR2028 – Upgrade of WTP Carbon Feed $2,493

WHEREAS, it is desired that the remaining funding from these projects be funded by or returned to the respective operating fund.

WHEREAS, it is requested that funding from project RD1801 be returned to the restricted fund balance for Powell Bill Reserves and funding from project AP1703 be returned to the formal assignment for airport grant acceptance designation.

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Monroe adjusts the appropriations in the above projects, returns the funding to or funds the shortage from the respective operating fund with project RD1801 being returned to restricted reserves, AP1703 being returned to and amends the following revenues and expenses:

Water/Sewer Fund:
Revenue:

Appropriation of Water/Sewer Fund Balance	($13,908)
Transfer from Water/Sewer Capital Projects Fund	$13,908

Water/Sewer Capital Project Fund:
Expense:

Construction Projects	($13,908)
Transfer to Water/Sewer Fund	$13,908

Natural Gas Fund:
Revenue:

Appropriation of Natural Gas Fund Balance	($524,978)
Transfer from Natural Gas Capital Projects Fund	$524,978

Natural Gas Capital Project Fund:	
Expense:	
Construction Projects	($524,978)
Transfer to Natural Gas Fund	$524,978
General Fund:	
Revenue:	
Appropriation of General Fund Balance	($10,319)
Appropriation of Restricted Fund Balance	($701,461)
Appropriation of Assigned Fund Balance	($571)
Transfer from General Capital Projects Fund	$712,351
Transfer from Airport Capital Projects Fund	$571
General Capital Project Fund:	
Expense:	
Construction Projects	$(711,780)
Transfer to General Fund	$711,780
Airport Capital Project Fund:	
Expense:	
Construction Projects	$(571)
Transfer to General Fund	$571

BE IT FURTHER ORDAINED, that an amendment to the various capital fund budgets for FY 2022-2023 is approved to adjust funding as listed above and to transfer to the corresponding operating fund as listed above.

Adopted this 9th day of August, 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:	August 4, 2022
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Approve Budget Amendment for Unspent Appropriations

SUMMARY STATEMENT

A budget amendment is necessary to the fiscal year 2023 budget in order to re-appropriate incomplete items from fiscal year 2022. Details are outlined below.

REVIEW

It is necessary to re-appropriate items that have been approved, but are not complete at the end of the fiscal year. The nature of these items is projects that are only partially complete, grants that have not been spent in their entirety and unspent drug seizure money. Incomplete items from fiscal year 2022 are as follows:

General Fund:

$26,172	Water & Sewer Connection Fee Assistance – program approved by Council to assist low income families with utility connection fees
15,850	Down payment Assistance – program approved by Council to assist low income families with house purchase
1,888	Youth Programs - Police (Donations)
48,360	State Equitable Sharing – Money received from seizures – restricted to law enforcement expenditures.
11,694	Explorer Program - Police (Donations)
1,428	Youth Programs – Fire (Donations)

500	Senior Center Grant
2,000	Tennis Association Grant
1,000	Recreation Center Beautification Grant
995	Tree donation to be used in planting
$109,887	Total General Fund

Downtown Monroe Fund:

$2,000	Donation for Bench
44,980	Façade Grants
19,177	Downtown Incentive Program
$66,157	

Police Department Forfeiture Fund:

$234,869	U S Justice - Federal Equitable Sharing– Money received from seizures – restricted to law enforcement expenditures.
982	U S Treasury – Federal Equitable Sharing– Money received from seizures – restricted to law enforcement expenditures.
$235,851	

RECOMMENDATION

Staff requests General Services Committee recommendation of approval of the proposed budget amendment for appropriation of unspent items for Fiscal Year 2023.

Attachment: BA-2022-31

CITY OF MONROE
BUDGET AMENDMENT
BA-2022-31

1. Amendment necessary to designate and appropriate funds in fiscal year 2023 for incomplete projects, unspent grants and unspent seizure funds in fiscal year 2022.

General Fund:

Revenues:		
Appropriation of Fund Balance	$	109,887
Expenditures:		
General Government	$	42,022
Public Safety	$	63,370
Parks & Recreation	$	4,495

Downtown Monroe Special Revenue Fund:

Revenues:		
Appropriation of Fund Balance	$	66,157
Expenditures:		
Economic & Physical Development	$	66,157

Police Department Forfeiture Special Revenue Fund:

Revenues:		
Appropriation of Fund Balance	$	235,851
Expenditures:		
Public Safety	$	235,851

Adopted this the 9th day of August, 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, City Manager

DATE: August 4, 2022

FROM: S. Mujeeb Shah-Khan, City Attorney

PREPARED BY: S. Mujeeb Shah-Khan, City Attorney

SUBJECT: Budget Amendment for Legal Settlement

SUMMARY STATEMENT

Staff requests the General Services Committee recommend to City Council approval of a budget amendment in the amount of $50,000.00 to provide funding for a legal settlement of claims made by Monroe Police Department Officers against the City and the City Council.

REVIEW

On September 9 and 10, 2021, former Councilmember Angelia Nikole James was involved in a series of incidents with members of the Monroe Police Department. During the incidents, former Councilmember James interacted with Jacob Aycoth, Ragan Broome, Nicholas Brummer, William Bolen, and Adam Craig (collectively "Police Personnel") of the Monroe Police Department. The interactions led to the Police Personnel retaining counsel and pursuing claims against the City, and members of the City Council, including former Councilmember James.

During a closed session held on June 14, 2022, City Council authorized settling the claims the Police Personnel had against the City, and members of the City Council who served on September 9, 2022 as well as currently. The settlement of claims for former Mayor Kilgore, current Mayor Holloway, Mayor Pro Tem Anderson, Councilmembers Gordon, Keziah, Kerr and Thompson, and former Councilmembers Anthony and McGee, would include claims made against those current and former Councilmembers names above in their representative and individual capacities. For former Councilmember James, the settlement would extend to only claims made in her representative capacity as a Councilmember from September 9, 2021 until her removal on April 7, 2022.

The settlement will, in exchange for a release of claims against the City, and current and former Councilmembers (except for individual claims against former Councilmember James), have the City pay a total of $50,000.00 to the Police Personnel and to the firm of Leitner, Bragg & Griffin. Of the $50,000.00 in Settlement Proceeds, the funds will be distributed as follows:

- $12,000.00 to Jacob Aycoth
- $9,000.00 to William Bolen
- $7,500.00 to Nicholas Brummer
- $6,000.00 to Ragan Broome
- $4,500.00 to Adam Craig
- $11,000.00 to Leitner, Bragg & Griffin

The Settlement Agreement and Release of All Claims ("Release") was agreed upon by the Police Personnel's counsel and the Office of the City Attorney. The Release was signed by the Police Personnel on July 18, 2022 and by the Mayor on behalf of the City on July 20, 2022. A copy of the Release is attached.

In order for the City to distribute the Settlement Funds, City Council will need to approve the attached Budget Amendment. Staff asks that the General Services Committee recommend BA-2022-28 for approval by the Council at its August 9, 2022 meeting.

RECOMMENDATION

Staff recommends that the General Services Committee recommend approval of Budget Amendment BA-2022-28 to provide funding for a legal settlement.

Attachments: BA-2022-28
Settlement Agreement and Release

BUDGET AMENDMENT
BA-2022-28

1. Amendment necessary to appropriate funding for a settlement.

General Fund:

Revenue:

Appropriation of Unassigned Fund Balance	$50,000

Expense:

Transfer to Property Casualty Fund	$50,000

Property Casualty Fund:

Revenue:

Transfer from General Fund	$50,000

Expense:

Operations	$50,000

Adopted this 9th day of August, 2022.

Attest:

____
Marion L. Holloway Jr., Mayor

____
Bridgette H. Robinson, City Clerk

SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS

This Settlement Agreement and Release of All Claims ("Release") is made and entered into by and between Jacob Aycoth, Ragan Broome, Nickolaus Brummer, William Bolen, and Adam Craig (collectively the "Police Personnel"), and the City of Monroe (the "City"), Bobby Kilgore, Marion Holloway, Surluta Anthony, Freddie Gordon, Angelia Nikole James, James Kerr, Lynn Keziah, Franco McGee, and Julie Thompson on the other (collectively "Council Defendants").

WITNESSETH:

WHEREAS on behalf of the Police Personnel, on October 20, 2021, Thomas C. Leitner, Jr., provided a letter to then-Interim City Manager Brian J. Borne and City Attorney S. Mujeeb Shah-Khan, related to claims the Police Personnel intended to pursue against the City and then-Councilmember Angelia Nikole James ("James") related to James' conduct during incidents which took place on September 9 and 10, 2021 and subsequently.

WHEREAS the Police Personnel alleged that they were subjected to assault, defamation, hostile work environment, infliction of emotional distress and other potential legal claims related to James' conduct;

WHEREAS the City and Council Defendants deny any and all liability and that any action by them resulted in damage to the Police Personnel;

WHEREAS the Police Personnel, on behalf of themselves, their heirs and assigns, and the City and Council Defendants now desire to settle fully and finally all claims that have been or could be the subject of the Civil Actions and any litigation or disagreement between Police Personnel on the one hand and the City and the Council Defendants on the other hand, with the express exception of any claims against James in her individual capacity;

NOW, THEREFORE, in consideration of the premises and payment by or on behalf of the City and the Council Defendants to Police Personnel, as set forth below, the receipt and sufficiency of which is hereby expressly acknowledged, Plaintiffs and each of them hereby agree as follows:

Payment. The sum of Fifty Thousand Dollars ($50,000.00) (the "Settlement Proceeds") will be paid by the City to the Police Personnel and their attorneys as follows within forty-five (45) days of the execution of this Release by all parties: a check issued to each member of the Police Personnel Group; and a check issued to the firm of Leitner, Bragg & Griffin. Of the $50,000.00 in Settlement Proceeds, the funds are to be distributed as follows:

- $12,000.00 to Jacob Aycoth
- $9,000.00 to William Bolen
- $7,500.00 to Nickolaus Brummer
- $6,000.00 to Ragan Broome
- $4,500.00 to Adam Craig
- $11,000.00 to Leitner, Bragg & Griffin

Release and Discharge.

In consideration of the aforesaid payment, the Police Personnel, and each of them, on behalf of themselves, their heirs and assigns, do hereby fully release, remise, and forever discharge the City and the Council Defendants, including its or their current and former attorneys, agents, employees, servants, representatives, predecessors, successors, parents, subsidiaries, affiliates, insurers and assigns (the "Released Parties") from any and all claims, demands, actions or causes of action, (a) that arose or could have arisen from the beginning of time through the date of this Settlement Agreement and Release, related to James' conduct on September 9 & 10, 2021, as well as James' conduct related to the Police Personnel from September 9, 2021 through the date of this Settlement Agreement, including, but not limited to claims concerning assault, defamation, slander, creation of a hostile work environment, and infliction of emotional distress. **It is expressly agreed and understood that this Release and Discharge does not extend to claims against James in her individual capacity, but only with respect to her representative capacity as a member of the Monroe City Council, for which her term ended at 6:40 p.m. on April 7, 2022.**

No Admission of Liability. It is understood and agreed that this Release does not constitute and is not to be construed as an acknowledgment of liability or responsibility on the part of any Released Party, liability and damages being expressly denied, but is hereby made by and on behalf of the City and Council Defendants solely for the purpose of terminating the controversy between the parties and avoiding the expense and inconvenience of litigation.

Issues Related to Monroe Police Department and City of Monroe Progressive Discipline Policies. In exchange for the release of claims from the Police Personnel, the City agrees that the Police Personnel shall not receive discipline or be disciplined for any actions they took, collectively or individually, on September 9 and 10, 2021, or for their testimony provided as part of a hearing on amotion that took place on January 27 and 28, 2022. Further, for a period of five (5) years following the date of this Release, the City agrees that it will not subject the Police Personnel to discipline related to matters which could lead to a suspension, demotion, or termination of employment for the Police Personnel, with the exception of discipline related to charges of significant criminal misconduct by any member of the Police Personnel group. By way of illustration, if a member of the Police Personnel group is charged with Driving While Impaired, or a homicide related crime, or a financial crime involving embezzlement or bribery, or a gun-related charge not involving a member's service-issued weapons, this provision does not apply. Further, this provision will not apply in the following circumstances: a sustained determination that the member of the Police Personnel group falsified official records; a sustained determination that the member that the member of the Police Personnel group used brutality or excessive force against a citizen in the performance of their official duties; a sustained determination of fraud and/or theft City materials by the member of the Police Personnel group; a sustained determination that the member of the Police Personnel group has willfully damaged City property in an unwarranted manner; a sustained determination that the member of the Police Personnel group has endangered the lives or property of others in the performance of their duties in an unwarranted manner; or a sustained determination that the member of the Police Personnel group engaged in personal conduct detrimental to City services in order to avoid undue disruption of work. A "sustained determination" as used in this section means a determination made by the City Manager at the conclusion of a process involving the Police Department and/or the City's Human Resources Department. A "sustained determination" cannot take place if there is no discipline process involving either the Police Department and/or the City's Human Resources Department.

Fees and Costs. It is understood and agreed that the sum being paid to the Police Personnel is inclusive of all third-party liens, damages, litigation expenses, interest, counsel fees (except as expressly provided), and any costs whatsoever that could be chargeable to any Released Party, with the express exception of those claims which are related to James' individual capacity, and not in her representative capacity as a member of the City Council for the City of Monroe. The Police Personnel shall bear their own costs and attorneys' fees incurred in connection with this Release, all matters referred to herein, and all related matters. The Police Personnel shall not bear the costs or attorneys' fees incurred by the City or the Council Defendants in connection with this Release, all matters referred to herein, and all related matters.

No Other Liens or Claims. The Police Personnel, and each of them, warrant and represent that there are no other claims by themselves or others and no liens or claims for any expense or any other lien or claim of any kind or character related to or arising out of the claims that are the subjects of this Release. The Police Personnel, and each of them, understand and acknowledge that the consideration mentioned in Payment section of the Release is all the monies and/or property ever to be paid to Releasors or their heirs, executors, administrators or assigns as a result of or in any way arising out of or connected with the matters released herein. The Police Personnel and each of them agree that they will be fully responsible for payment of any medical expenses, hospital liens, and subrogation liens and that the Police Personnel and each of them shall be fully responsible for payment of any legal fees, court costs and any other expenses, past, present or future, incurred by or on behalf of the Police Personnel or any of them and related to or in any way arising from or connected with the claims that are the subject of this Release.

Complete Release. It is understood and agreed that this is a full, final, and complete release by the Police Personnel, and that the terms of this Release may not be changed orally. The parties further agree and acknowledge that this written Release sets forth all of the terms and conditions between them concerning the subject matter of this Release, superseding all prior oral and written statements and representations, and that there are no terms or conditions between the parties except as specifically set forth in this Release.

Authority to Execute Release. The Police Personnel, and each of them, represent and warrant that she/he is authorized to execute this Release and to fully release any and all claims set forth in this Release. The Police Personnel, and each of them, represent and warrant that no other person or entity has any rights or interests in the claims and items hereby released by way of assignment or otherwise. The Police Personnel, and each of them, further represent and warrant that she/he has the full power and authority to review and execute this Release and to be bound by the Settlement Agreement and Release.

Drafting of Document; Reliance and Tax Indemnity. This Release has been jointly drafted by counsel for the City, counsel for the Council Defendants, and counsel for the Police Personnel. The Police Personnel each warrant, represent and agree, however, that they are not relying on the advice of the City or the Council Defendants or their attorneys, including as to the legal and/or income tax consequences of this Settlement Agreement and Release. Each of the Police Personnel hereby releases and discharges the City and Council Defendants and their attorneys from any and all claims, rights, damages and costs of any nature whatsoever that may hereinafter arise by reason of the legal or income tax consequences of this Settlement Agreement and Release.

Representation of Comprehension of Release. The Police Personnel, and each of them, acknowledge that she/he has read this Settlement Agreement and Release of All Claims, that she/he has had the advice of counsel, and that no promise or representation of any kind, except as herein expressly set forth, has been made by any Council Defendant or representative of the City or anyone acting for any City or Council Defendants. The parties executing this Release have relied fully and completely on her/his/its own judgment and the advice of her/his/its attorneys, in executing this Release.

Other Documents and Governing Law. The Police Defendants, and each of them and his/her counsel, agree to execute any other documents necessary to effectuate fully the terms of the compromise and settlement. This Release shall be construed in accordance with the laws of the State of North Carolina.

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Executed this the 18th day of July, 2022.

Jacob Aycoth

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Jacob Aycoth.

This the 18th day of July, 2022.

Jessica M. Hinson
Notary Public

My Commission Expires: 04/18/2027

JESSICA M. HINSON
My Commission Expires
NOTARY
PUBLIC
04-18-27
UNION COUNTY, NC

Executed this the 18th day of July, 2022.

Ragan A. Broome

Ragan Broome

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Ragan Broome.

This the 18th day of July, 2022.

Jessica M. Hinson

Notary Public

My Commission Expires: 04/18/2027

JESSICA M. HINSON
My Commission Expires
NOTARY
PUBLIC
04-18-27
UNION COUNTY, NC

Executed this the 18th day of July, 2022.

Nick Brummer
Nickolaus Brummer

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Nickolaus Brummer.

This the 18th day of July, 2022.

DiAnn Harrison
Notary Public

My Commission Expires: 06/27/2023

DiAnn Harrison
MY COMM. EXP.
JUNE 27, 2023
UNION COUNTY, NC
NOTARY PUBLIC

Executed this the 18 day of July, 2022.

William Bolen

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: William Bolen.

This the 18th day of July, 2022.

DiAnn Harrison
Notary Public

My Commission Expires: 06/27/2023

DiAnn Harrison
MY COMM. EXP.
JUNE 27, 2023
UNION COUNTY, NC
NOTARY PUBLIC

Executed this the 18th day of July, 2022.

Adam Craig

STATE OF NORTH CAROLINA
UNION COUNTY

I certify that the following person personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document: Adam Craig.

This the 18th day of July, 2022.

DiAnn Harrison
Notary Public

My Commission Expires: 06/27/2023

DiAnn Harrison
MY COMM. EXP.
JUNE 27, 2023
UNION COUNTY, NC
NOTARY PUBLIC

Executed this the 20th day of July, 2022.

Marion L. Holloway, Jr.
Mayor
On Behalf of the City of Monroe and the Council Defendants (in Representative and Individual Capacities, EXPRESSLY EXCEPTING Angelia Nikole James in her Individual Capacity)

ATTEST:

Bridgette Robinson
City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Service Committee

VIA: Brian Borne, City Manager

DATE: August 4, 2022

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Sunset Park Pavilion

SUMMARY STATEMENT

Staff requests general service to recommend City Council awarding the contract for the purchase and installation of a park pavilion and amenities for the Sunset Park renovation project in the amount of $158,243.95.

REVIEW

City council approved funding for the renovation of Sunset Park included as a FY23 Capital Improvement project. A portion of that project includes a park pavilion and picnic tables as new amenities relative Sunset Park renovation project.

Estimate was provided by the vendor, D. Sherman Design Group through the purchasing co-op HGAC Contract PR11-20 in the amount of $158,243.95.

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.

RECOMMENDATION

Staff recommends that the General Services Committee recommend City Council awards the contract to D. Sherman Design Group and authorize the City Manager to execute any and all necessary documents to execute this contract.

Attachments: D. Sherman Design Group Quote

D Sherman Design Group, LLC
201 Sardis Lane
Charlotte, NC 28270 US
+1 7042412673
dshermandesigngroup@gmail.com

Estimate

ADDRESS	SHIP TO	SHIP VIA			
Darren Baucom Monroe Parks & Recreation 399 Franklin Street Monroe, NC 28112 USA	Darren Baucom Monroe Parks & Recreation 399 Franklin Street Monroe, NC 28112 USA WINCHESTER CENTER		HGAC CONTRACT PR11-20	ESTIMATE DATE EXPIRATION DATE	11152021-1 07/11/2022 08/11/2022

PRODUCT	QTY	RATE	AMOUNT
Leisure Craft-32 Gallon Bonnet Dome Lid Color: black	2	167.28	334.56T
Leisure Craft-32 Gallon Perforated Receptacle Color: black	2	487.69	975.38T
Leisure Craft- 32 Gallon Liner Color: Black	2	84.66	169.32T
Leisure Craft Inground mount 22" inground mount for trash receptacles	2	34.68	69.36T
Leisure Craft 8' ADA Picnic Table Perforated Metal Color: Black	1	952.68	952.68T
Leisure Craft 8' Standard Picnic Table Perforated Metal Color: Black	6	995.52	5,973.12T
Leisure Craft Triple Outdoor Grill High heat black enamel finish	1	911.88	911.88T
Freight Leisure Craft Freight	1	1,799.22	1,799.22T
HGAC PR-11-20A08 Rectangular Open Gable Shelter 24'x44' Open Gable Shelter to include SYP#1 Tongue and Groove Roof Deck, CC Custom Column Style ,Overhead Lattice, NC Stamped Engineering Package	1	90,876.00	90,876.00T
Freight Cedar Forest Freight MI to NC	1	3,887.00	3,887.00T
Labor Install to include unload truck,dig footings, assemble and erect shelter	1	29,900.00	29,900.00T
Concrete Slab Concrete slab 3000psi with crushed stone base finished size 28'x48	1	14,280.00	14,280.00T

By signing this document you are agreeing to the Terms and Conditions attached, and authorizing this document to act as your purchase order. Please note any purchase order numbers.
Please sign and email back to dshermandesigngroup@gmail.com

SUBTOTAL	150,128.52
TAX	8,115.43
TOTAL	**$158,243.95**

Signature, Title & Date

Accepted By
Accepted Date

SCALE: 3/16" - 1'

Model #: ROGS2444-CUSTOM

Design Criteria: Structure shall be designed to meet site specific snow and wind load design criteria using most current applicable building codes. All structural members are ASTM A-500 U.S. grade B steel. Welded connection plates shall be ASTM A-36 hot rolled steel. All fabrication performed to latest AISC standards by AWS Certified welders. All framing connections are done using A325 grade bolts within concealed access openings from above and will later be concealed by the roofing. All roof framing shall be flush against the roof decking to eliminate the possibility of bird nesting.

Tubular Steel Columns and Beams: Standard column dimension shall be (4) 4" x 4" x 3/16" tubular steel welded to 5/8" base plates for surface mounting. Main support beams are 7" x 5" x 3/16" and purlins 8" x 4" x 3/16" and 6" x 4" x 1/8". Steel sizes are preliminary and may change due to ongoing review and final engineering.

Roof Deck (Optional): 2" x 6" (nominal) #1 Grade, end matched, single tongue and groove with V-joint bottom face, kiln-dried to an average of 15% moisture content, Southern Yellow Pine. Wood fascia (optional) to be 2" x 4" (nominal) #1 grade, pressure-treated Southern Yellow Pine at eave and rake.

Roofing: 24 Ga. pre-cut steel Multi-Rib panels with Kynar 500 finish in a variety of colors with white underside. Standard roof slope is a 4/12 pitch with a eave height of 9'-0". Attached to structural frame with exposed screws painted to match roof color. Matching 24 Ga. trim included.

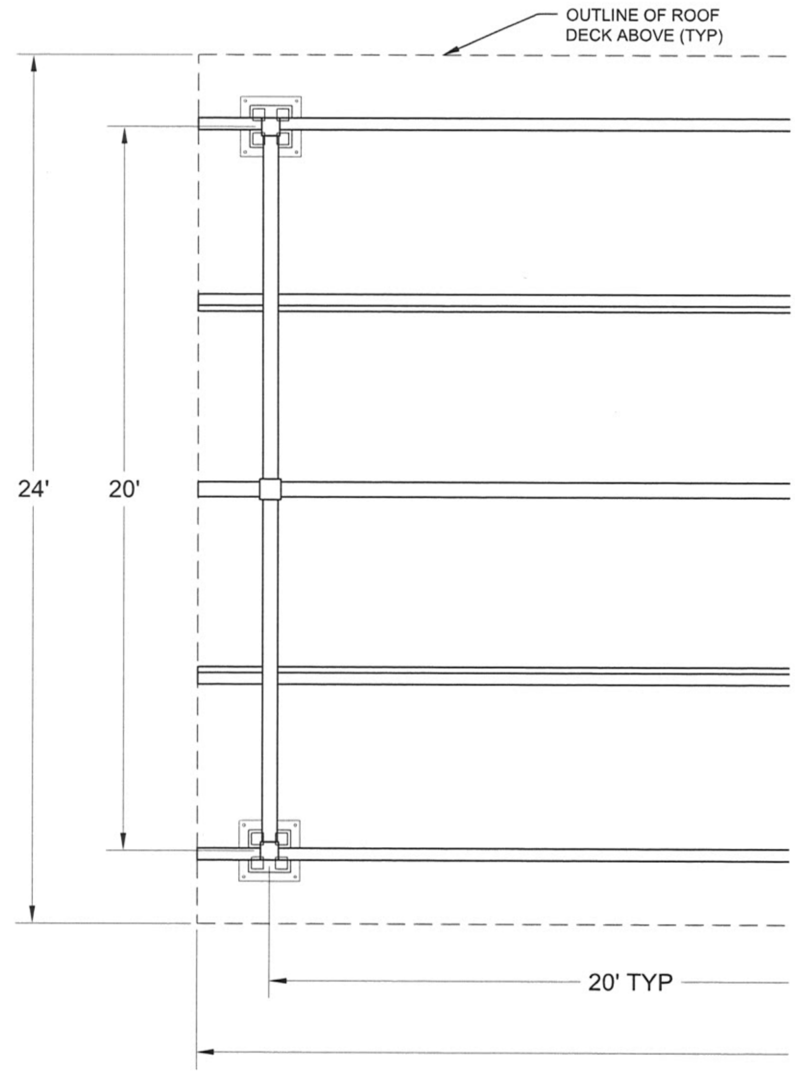
Frame Finish: All steel framework will receive a corrosion protective TGIC Polyester powder coat, electro-statically applied and cured at 400°F. A large selection of standard colors are available.

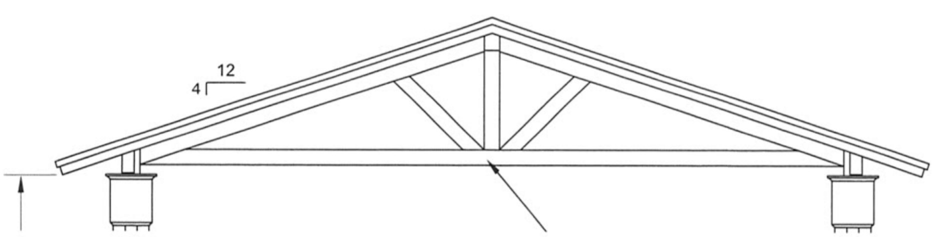
Foundation: All columns need to be anchored to concrete footings (footing design provided separately). Columns can be surface mounted to footings with anchor bolts at or below finish slab elevation or they can be embedded directly into the footing without base plates upon request. Anchor bolts and bracing templates are included. Optional base plate covers are available at an additional cost.

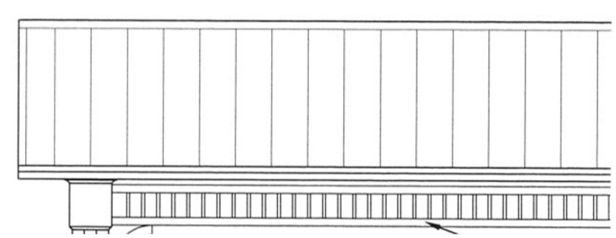
Hardware: All structural hardware and roofing fasteners shall be provided.

Warranty: 10 years against manufacturer defects.

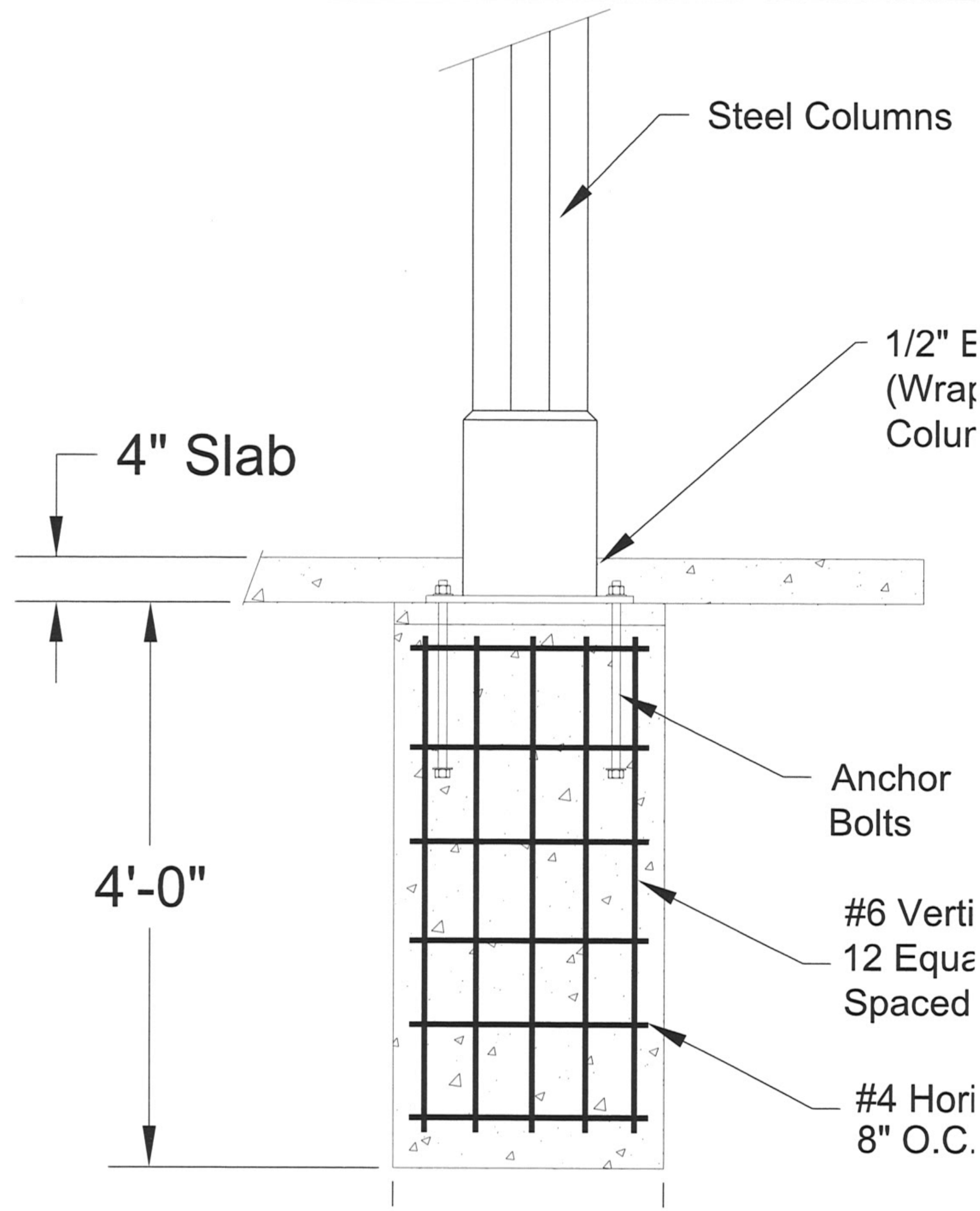
Not Included: Concrete work of any kind, unloading of product and installation.







SCALE: 3/16" - 1'



Steel Columns
1/2" E
(Wra
Colur
4" Slab
4'-0"
Anchor
Bolts
#6 Verti
12 Equa
Spaced
#4 Hori
8" O.C.

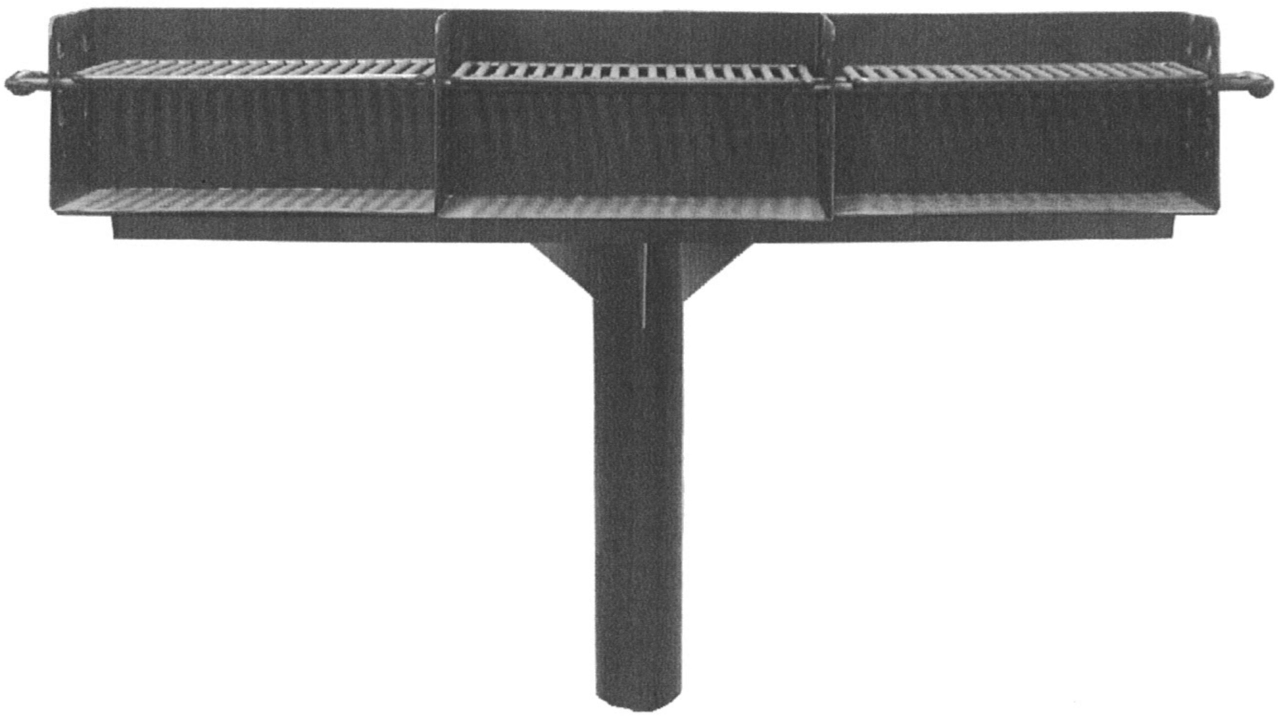
leisure craft INC.
P.O. Box 1700 • Hendersonville, NC 28793 • Tel: (800) 633-8241 • (828) 693-8241
Fax: (828) 693-8777 • www.leisurecraftinc.com • sales@leisurecraftinc.com

SPEC SHEET : LCI360-IG

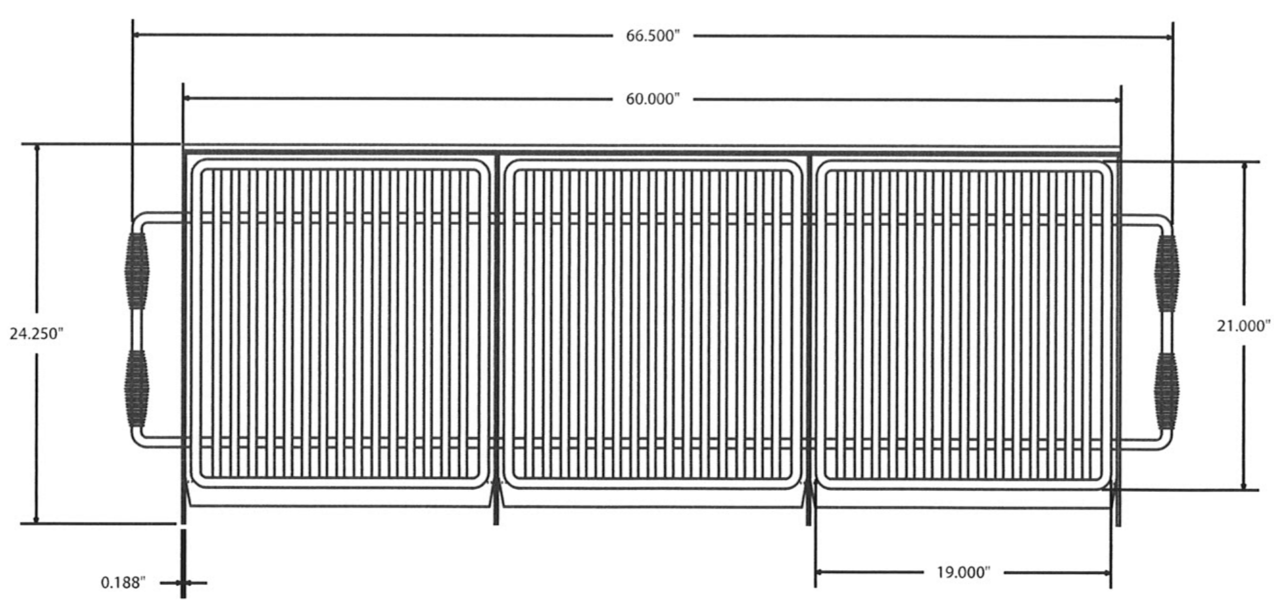
66½" IN-GROUND MOUNT TRIPLE WIDTH GRILL

Wt. 290 lbs

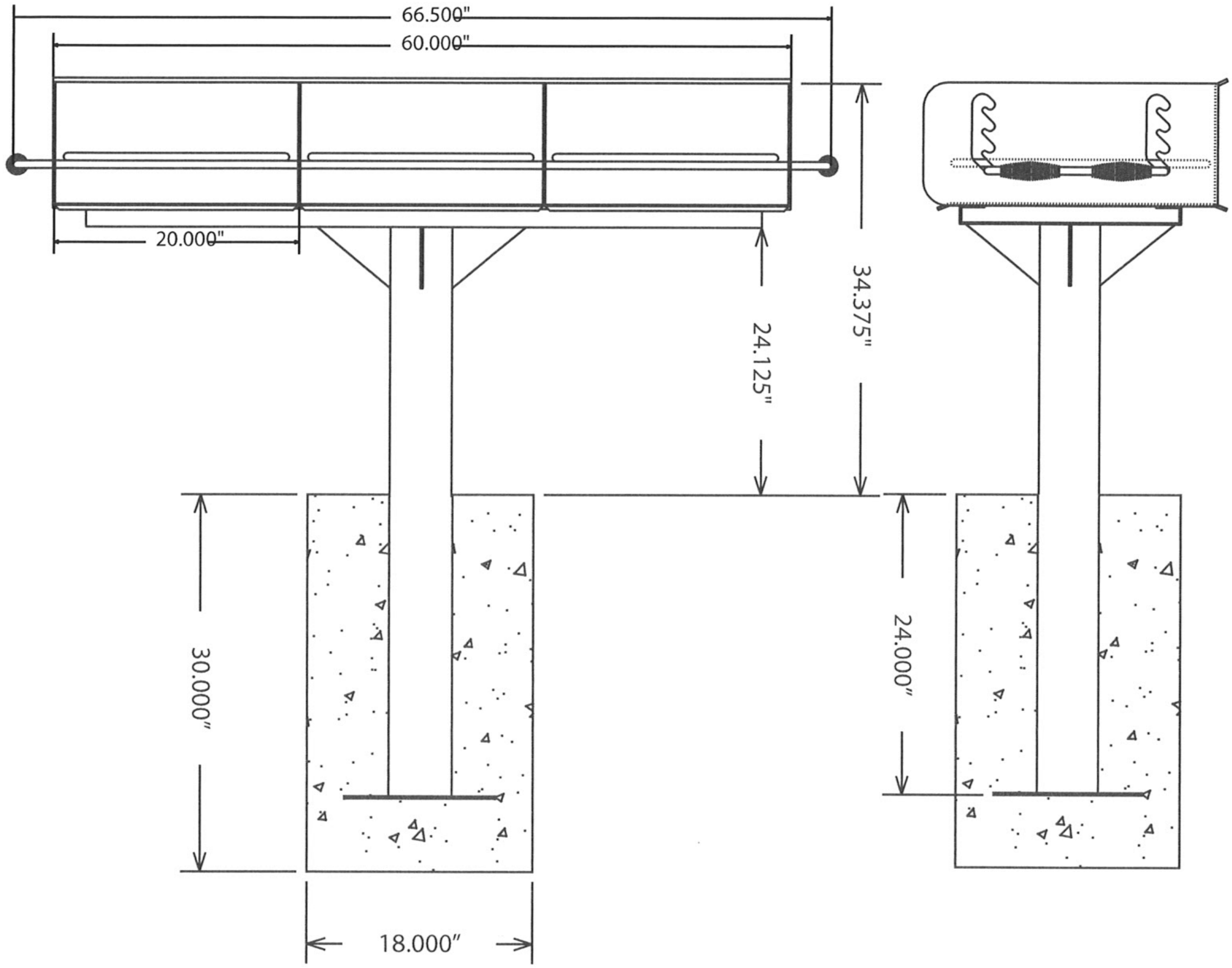
photo



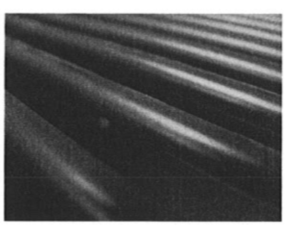
top view



front & side view

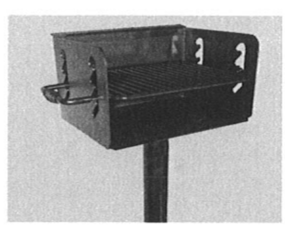


product finish



Surface Coating:

- Black, high-temperature, non-toxic enamel



Construction:

- 7 Gauge steel
- Cooking area - ½" steel bars
- Grill handles/frame - ⅝" steel bars
- Grips - wire spring to dissipate heat
- 8 5/16 Square feet of cooking area

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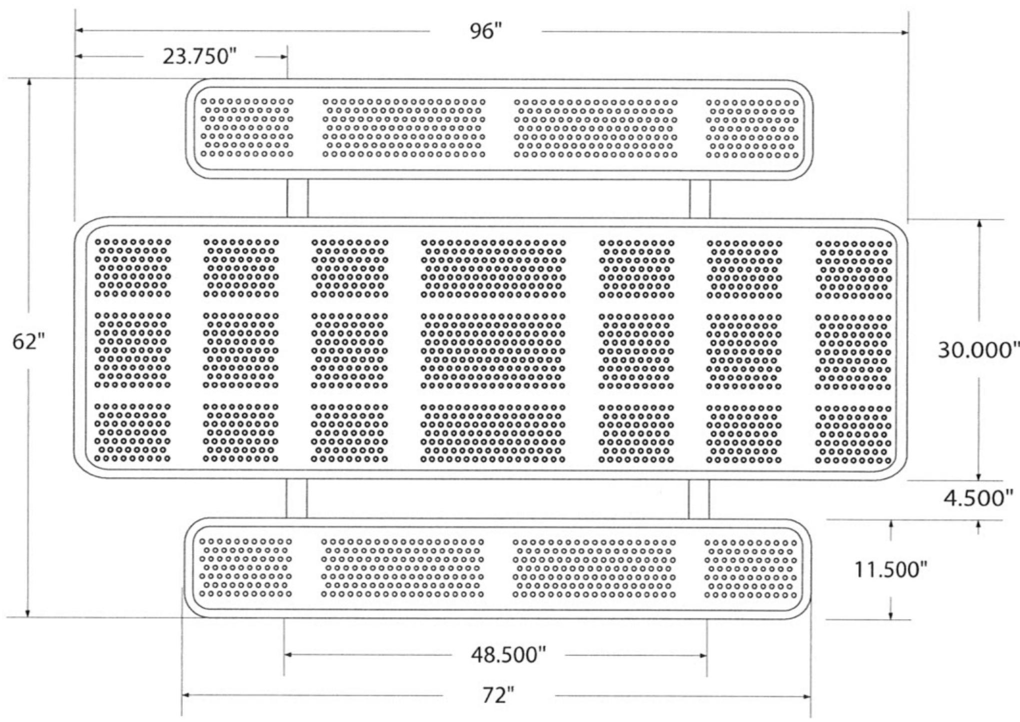
Fax: (828) 693-8777 • www.leisurecraftinc.com • sales@leisurecraftinc.com

SPEC SHEET: T8XPP-ADA-PERF

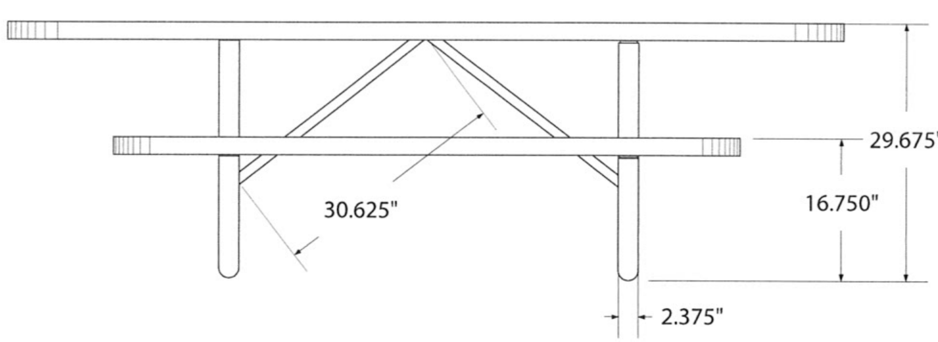
8' STANDARD PERFORATED ADA PICNIC TABLE *portable* — Wt. 360 lbs

photo

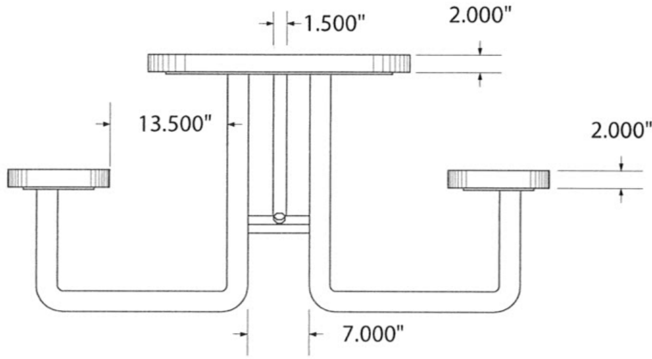
top view



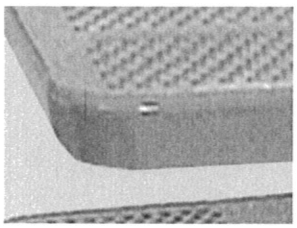
front view



side view

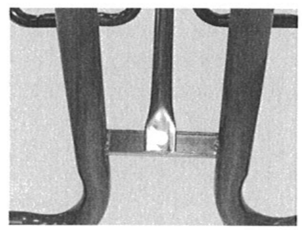


product details



Coated Surfaces:

- Thermoplastic coated
- Copolymer-based, environmentally safe
- Does not fade, crack, peel or warp
- Applied at a thickness of 25-30 mils.
- 5 Year warranty on coating



Construction:

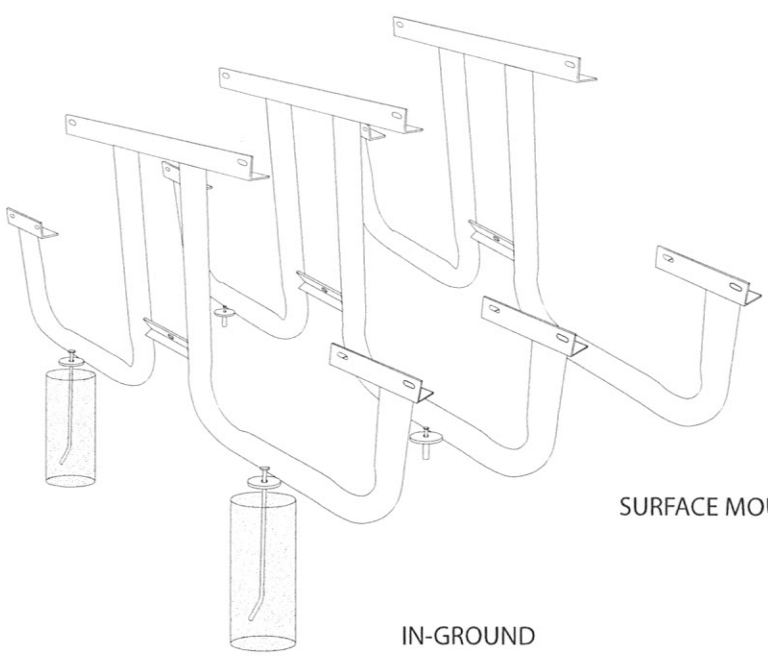
- Seats and tops - 11 gauge steel
- 2 ³⁄₈" tubular understructure
- Understructure - galvanized steel
- Understructure finish - black polyester powder coated
- Nuts, washers and bolts - galvanized steel

mounting types

P = Portable : no mount

SM = Surface Mount: concrete anchors through discs welded to legs

IG= In-Ground: J-rods set in concrete through discs welded to legs



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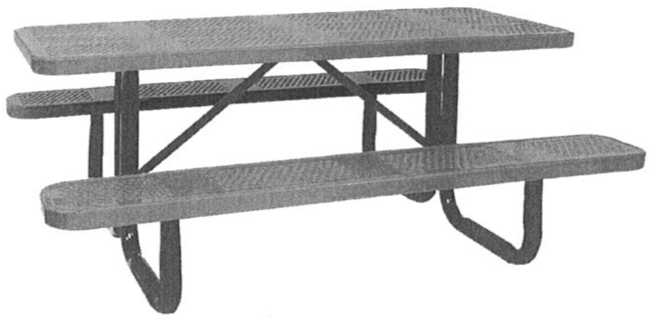
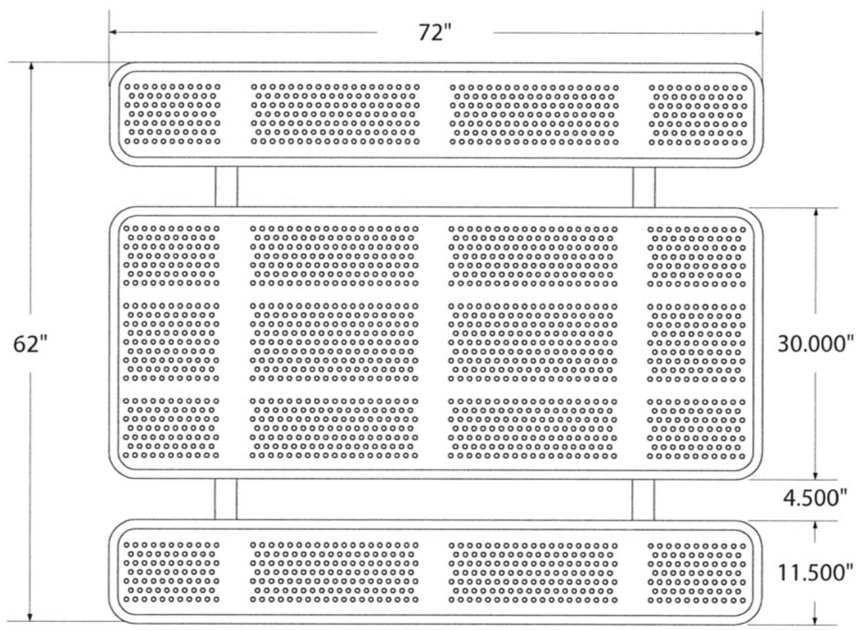
SPEC SHEET: T6XPP-PERF

6' STANDARD PERFORATED PICNIC TABLE *portable* — Wt. 280 lbs

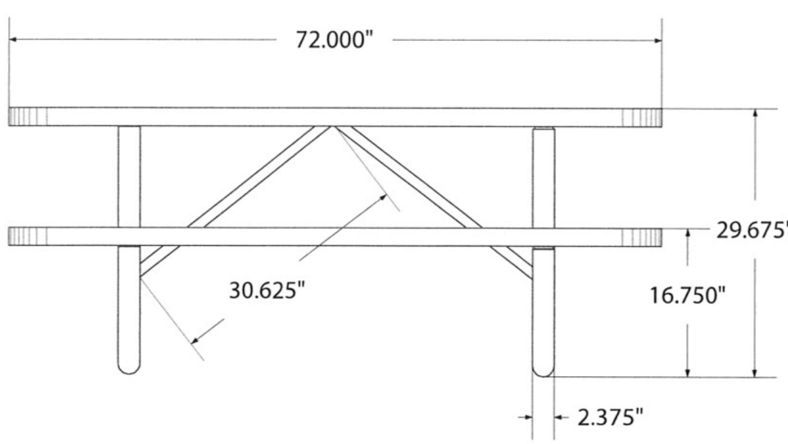
photo



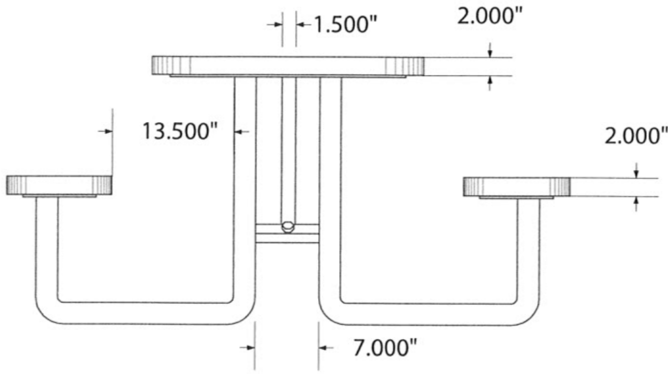
top view



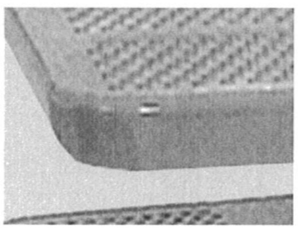
front view



side view



product details



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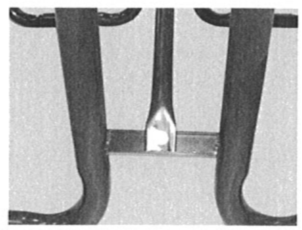

Construction:

- Seats and tops - 11 gauge steel
- 2 ⅜" tubular understructure
- Understructure - galvanized steel
- Understructure finish - black polyester powder coated
- Nuts, washers and bolts - galvanized steel

mounting types

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SM = Surface Mount: concrete anchors through discs welded to legs

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