

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, February 27, 2020 - 4:00 PM
Members: Council Member Lynn Keziah, Chair
Mayor Pro Tem Marion Holloway
Council Member Franco McGee
Committee Member Gary Anderson**

**AGENDA
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1. Minutes of the General Services Committee Meeting of January 16, 2020
2. 2007 Pinedell Avenue
3. PRONTO Incentive Grant, 109 S Main Street
4. Approve Fiscal Year 2020 Audit Contract for City of Monroe
5. Budget Amendment for Donation Received for Tree Planting
6. "No Thru Trucks" Postings Franklin Street, NC 200 and Downtown Monroe
7. Budget Amendment to Purchase Small Equipment for Center Theatre
8. Authorization to Dispose of a 2003 Pierce Pumper Model Tilt Cab
9. Authorization to Dispose of a 2008 Pierce Pumper Arrow XT
10. Outside Agency Funding Requests for Fiscal Year 2021 Budget
11. Property Tax Refund Claim by Boggs Paving
12. Budget Amendment to Adjust Travel Allotment for Elected Officials

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
January 16, 2020 4:00 PM

MINUTES

Present: Committee Member Lynn Keziah (Chairman), Committee Member Mayor Pro Tem Marion Holloway, Committee Member Franco McGee

Absent: Committee Member Gary Anderson

Staff: Brian Borne, Assistant City Manager; Mujeeb Shah-Khan, City Attorney; Lisa Strickland, Finance Director; Mary Lou Connelly, Senior Budget Analyst; Ashley Britt, Assistant City Attorney; Angela Duncan, Accountant II; Sarah McAllister, Land Development & Infrastructure Engineer; Peter Cevallos, Airport Manager; Pete Hovanec, Director of Communication & Tourism; Ashley Britt, Assistant City Attorney; Mary Lou Connelly, Senior Budget Analyst; Bobby Manus, Police Lieutenant III; Mark Coan, Police Captain III; Jim Loyd, Director of Engineering

Visitor(s): Hayden Desio, Loretta Melancon, Libby Helms, Ann Helms, Mary Broals, Valerie Simpson, Mia Allen, Wilt Allen, Kevin & Paula McGuire, Michelle King, Arthur McClendon

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on January 16, 2020. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from December 19, 2019.

Mayor Pro Tem Holloway moved to approve the Minutes of the General Services Committee Meeting of December 19, 2019.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 2. Truck Traffic in Downtown Area

Committee Member Lynn Keziah (Chairman) requested to begin a dialogue within the Committee regarding the amount of commercial tractor-trailer truck traffic in the Downtown area. We advertise that there is to be no truck traffic in the Downtown and Historical districts, but there is an abundance of truck traffic. He inquired of the attending officers what the City's options are to enforce this restriction. Captain Mark Coan has been in contact with City Attorney Mujeeb Shah-Khan about where traffic this traffic restriction can and cannot be enforced, along with how to determine which trucks belong on these streets and which don't. Committee Member Lynn Keziah suggested advertising throughout downtown that beginning a set date, officers will be ticketing violators. Visitor Mary Helms commented that areas that have been recently paved are experiencing pot holes again. She also thought that NCDOT may share some of the responsibility. She and Libby Helms confirmed that traffic was coming from Hwy 74 through the Downtown area. She requested the City work with NCDOT to enforce speed limits and truck traffic.

City Attorney Mujeeb Shah-Khan confirmed that citations are being issued on state roads, however, they are being dismissed by the District Attorney's office. He also confirmed that we have been working with the NCDOT, but the problem has been in the DA's office. Assistant City Manager Brian Borne pointed out that we have signs throughout the Downtown and Historical districts stating "No Thru Trucks" but it doesn't seem to be deterring drivers. Committee Member Lynn Keziah requested that he (Brian Borne) meet with the Police Department to try to find solutions to the truck traffic through Downtown. He (Keziah) would like to revisit the truck traffic topic in February.

Libby Helms commented that the speed limit was even more of a problem. While traveling at 20 MPH from the Farmer's Market to Downtown, she has been passed numerous times by several vehicles. Committee Member Lynn Keziah commented that between

now and February's Committee meeting, he would like for Jim Loyd to meet with the Police Department to decide what the City can do about both speed and truck traffic, especially in the Franklin St. area and Houston St. area.

Item 3. Budget Amendment for Aviation Fuel Tank Re-Activation and Enhancement

Peter Cevallos informed the committee that the Airport has two fuel storage areas ("farms") to support aircraft fueling operation: the older north "farm," which has a 10,000-gallon AVGAS fuel tank and a 15,000-gallon Jet-A fuel tank; and the south "farm," which has a 15,000-gallon AVGAS fuel tank and a 15,000-gallon Jet-A fuel tank. The south farm tanks are the fuel source for the Airport's self-service fuel terminal. In early 2019, Airport management placed the older "farm" in reserve status because of mounting maintenance cost, and because the fuel capacity offered by the south fuel storage area was sufficient to support existing fueling demand.

The Airport has secured a lease with SPX, Inc. to base their corporate jet aircraft in the Airport's new 12,000 sq. ft. hangar. The Airport also has a new charter service leasing called Charter Jet Service. To support their operation, SPX intends to purchase a minimum of 8,000 gallons of Jet-A fuel every three to four weeks. This new additional fueling demand requires the 15,000-gallon Jet-A tank at the north farm to be re-activated. The scope of work to re-activate this tank and pump system include:

- Inspect/test the pump system, and replace if necessary with a new one;
- Replace the fuel nozzle and other equipment for transferring fuel in and out of the tanks;
- Flush the tank, and replace the filters which is required to have clean fuel;
- Install the new electronic register (meter) and cell modem so that the fuel inventory data can be monitored through the Airport's new electronic Fuel Monitoring System;
- Inspect the system electrical system and update current wiring to explosion proof where needed

The Airport received quotes from two vendors for the work, and selected Jones & Frank with a proposed amount of \$ 26,299.06. SPX, Inc. intends to purchase fuel through the Airport Fuel Storage/Service policy, which allows them to purchase their own fuel to be stored in the Airport fuel tanks so that the Airport staff can dispense into their aircraft for a fee. This expected increase in fuel sales will offset the City/Airport's outlay of the fuel tank's re-activation and enhancement.

Staff request that the General Services Committee recommend to Council adopt a Budget Amendment to appropriate these necessary funds for the re-activation and enhancement to the one of the aviation fuel tanks located in the Airport's north fuel storage area.

Committee Member Lynn Keziah remarked that gaining SPX, Inc. is a big deal for the City and to the Airport.

Committee Member Mayor Pro Tem Marion Holloway asked Mr. Cevallos if we planned to sell fuel to the new lessees; Mr. Cevallos replied that they will purchased their own fuel from the vendor and the Airport would store the fuel for them. The Airport would charge a pumping fee per gallon used by the lessees. He then gave Harris Teeter as an example of this same process and that the Airport made approximately \$34,000 this past year in pumping fees from Harris Teeter. He estimated over \$100,000 in pumping fees once these lessees are setup.

Mayor Pro Tem Holloway made a motion to recommend the adoption of the Budget Amendment and forward to full Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 4. Budget Ordinance for Science Center Exhibit Design Layout Contract

Pete Hovanec, Director of Communication & Tourism, presented to the Committee a budget ordinance for \$48,000 to fund the exhibit design layout for the Science Center. The Tourism Development Authority approved the budget ordinance last week. The construction portion of the Monroe Science Center is nearing completion. Staff would like to retain Verner Johnson, Inc., who has worked with the City of Monroe in the early stages of the Science Center development, and has been a partner with the architectural team during the construction and renovation, to provide consultation for exhibit development design layout.

HM Kern is nearing completion of the construction and renovation of the Monroe Science Center and staff is in the process of purchasing and designing the interior of the facility. The facility will feature dozens of interactive exhibits designed to showcase for main service areas, Aviation/aerospace, agriculture, health care, and manufacturing. Assistance is needed to ensure the interior of the facility is not only aesthetically pleasing, but has appropriate clearances and uniformity. Staff would like to engage Verner

Johnson to continue to provide consultation service through the exhibition development at a cost of \$48,000. A budget amendment is out of the TDA Capital budget account is needed to engage Verner Johnson in the process

Staff is confident that Verner Johnson will provide the necessary expertise and oversight to move the project forward. Work will include:

Coordination, design and document the supporting elements needed to implement the list of exhibits shown in the "Monroe Science Center- Exhibit Consultation" booklet prepared by Verner Johnson, dated May 2, 2018. These supporting elements include all walls, platforms, railings, graphics and other related components that supplement the individual exhibits purchased by the City of Monroe. It is understood that not all of the exhibits shown in this exhibits booklet will be included and others may be added. Verner Johnson will work with the City to define and revise the exhibit layout shown in the exhibits booklet to meet the current needs and desires of the Museum. Verner Johnson will provide all drawings and descriptions necessary for a qualified contractor/fabricator to build and install these exhibit supporting elements. Verner Johnson will make monthly site visits (in conjunction with their building site visits, as possible) to view the progress of the exhibit installation. It is anticipated that any required engineering would be supplied by the contractor/fabricator.

Staff recommends the approval of a \$48,000 budget ordinance and authorization for the City Manager to execute documents with Verner Johnson Inc. for the Monroe Science Center exhibit consulting services.

Committee Member McGee made a motion to recommend the adoption of the Budget Ordinance and forward to full Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 5. Littering Slogan & Optional "Welcome To" Signs

The General Services Committee is requested to consider a recommendation from the Public Enterprise Committee to add a litter slogan at 12 of the 18 optional "Welcome To" Monroe signs placed at entry points into the corporate limits. Since the General Services Committee has handled the optional "Welcome To" signs process in the past, the Committee is requested to concur with the proposal and make the final recommendation to City Council.

The Public Enterprise Committee at their meeting on October 15, 2019 took two actions as related to litter. First, the Committee directed Staff to proceed with obtaining an encroachment from NC DOT for standalone "No Littering" signs to be placed 100 feet after the optional "Welcome To" Monroe signs at the major entry points into the corporate limits. The six initial locations include US 74 West and East, US 601 North and South, NC 200 North, and Lancaster Avenue (SR 3515). Signs on the remaining entry points into Monroe are planned to occur within 12 months of the completion of the first six. This approach was taken to allow completion by Engineering Staff using the department's operating budget without requiring a budget amendment by City Council.

Second, Staff was directed to work with Ms. Loretta Melancon and Litter Busters of Union County to recommend a slogan that could be included in conjunction with the optional "Welcome To" signs. On November 20, 2019, Engineering met in the Conference Room with Ms. Melancon and several members of Litter Busters along with various City staff. The City currently has 18 optional "Welcome To" Monroe signs placed at entry points into Monroe with all being located on NC DOT maintained roadways. At six locations, the major entry points bear slogans recognizing various high school sport achievements. Sports currently recognized include the Monroe High 2015 Men's Football (US 74 West and US 74 East); Monroe High 2012 Women's Track (US 601 South) and Central Academy 2019 Men's Wrestling (NC 200 North and Lancaster Avenue).

The NC DOT Policy W-17 – Standard Practice for Optional "Welcome To" Signs stipulates that signs with slogans are limited to two (2) slogans with a maximum of three (3) lines of copy. With the understanding that a litter slogan placed at the current locations recognizing the sports team would eliminate this ability, the group decided early in the discussion that the litter slogan would be proposed for the remaining 12 locations that do not have a supplemental sign placed in conjunction with the optional "Welcome To" signs.

The group identified the following slogans:

THE CURE FOR LITTER IS YOU
THE SOLUTION TO LITTER IS YOU
LITTER NOT WELCOMED
DON'T MESS UP MONROE
WE DON'T THROW IN MONROE
LITTER STOPS WITH YOU

The group selected the “LITTER STOPS WITH YOU” slogan due to its brevity as related to highway speeds and the to-the-point statement. The information was reviewed by the Public Enterprise Committee at their meeting on December 17, 2019 with the recommendation of the slogan, “LITTER STOPS WITH YOU” to the General Services Committee. Staff also discussed the opportunity to add an additional slogan at the 12 locations, not to exceed two lines of copy in conjunction with the litter slogan. The slogan could be a recognition such as “Tree City USA” or other identifier. For example, “WHERE HEARTLAND MEETS HIGH TECH” could be used as Monroe’s slogan. While this saying is currently on the “Welcome To” sign, use on a supplemental sign would allow larger letters to be used with increased visibility at traffic speeds. An example mockup is attached. The Committee liked the suggestion; but did not make a recommendation.

Citizen Loretta Melancon asked if we could remove “WHERE HEARTLAND MEETS HIGH TECH” from the sign since it is already stated in the slogan. Citizen Libby Helms commented that it appeared too small on the logo and needed to be restated. Director of Communications & Tourism, Pete Hovanec, clarified that the City has (2) logos available for use and that we would not be able to change the logo itself.

The Public Enterprise Committee and staff recommend that the General Services Committee provide a positive recommendation to City Council approving Resolution (R-2020-13) requesting NC DOT’s approval to install the slogan “LITTER STOPS WITH YOU” at the 12 locations identified below in conjunction with the optional “Welcome To” Monroe signs and indicated on the provided map – Welcome to the City of Monroe – Sign Locations.

Goldmine Road (SR 1162)
Rocky River Road South (SR 1007)
Griffith Road (SR 2139)
Wolf Pond Road (NC 207)
Olive Branch Road (SR 1006))
Rocky River Road North (SR 1514)

Secrest Shortcut Road (SR 1501)
Old Charlotte Highway (SR 1009)
Walkup Avenue (SR 1751)
Medlin Road (SR 2102)
Rogers Road (SR 1353)
Franklin Street (SR 2100)

If the General Services Committee desires to add an additional slogan not to exceed two lines of copy in conjunction with the litter slogan, Staff will modify the resolution accordingly.

Mayor Pro Tem Holloway made a motion to recommend approval by Council to accept the funds and the budget amendment to appropriate funds to the Fire Department.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 6. Request to Commemorate the Union Academy 1A Women's Soccer State Champions 2018&2019

Director of Engineering, Jim Loyd, suggested If the General Services Committee desires to add an additional slogan not to exceed two lines of copy in conjunction with the litter slogan, Staff will modify the resolution accordingly.

The Engineering Department has received a request from Ms. Lynn Kroeger, CFO, Union Academy Charter School to have recognition signs installed to commemorate their 2018 and 2019 Women’s 1A Soccer Champions. The practice of recognizing the accomplishments of sports teams for the local high schools started in 2010 with recognition signs placed at the corporate limits in conjunction with the optional “Welcome To” signs to recognize the Monroe High Men’s 2010 Basketball Team. The recognition (slogan) signs are currently placed in conjunction with the optional “Welcome To” signs at six major entry points into the Monroe corporate limits. The six locations are US 74 West and East, US 601 North and South, NC 200 North and Lancaster Avenue (SR 3515). The above-identified roadways are under the jurisdiction of the North Carolina Department of Transportation (NC DOT). The NC DOT Policy W-17 – Standard Practice for Optional “Welcome To” Signs stipulates that signs with slogans are limited to two (2) slogans with a maximum of three (3) lines of copy. Due to these requirements, the signs are limited to recognizing one team per location. Dated sign messages in accordance with NC DOT Policy W-17 have a three-year life. A resolution approved by City Council is required for placement of the slogan signs and must specify a maximum installation of three years for any dated sign message.

Since the signs on US 74 East and West and US 601 North and South exceed the three-year requirement, staff is proposing removal of the existing slogan signs and their replacement as follows. US 601 North and South Union Academy 1A Women’s Soccer State Champions 2018 US 74 East and West Union Academy 1A Women’s Soccer State Champions 2019 This recommendation keeps the City of Monroe compliant with NC DOT Policy W-17 that stipulates a three-year life for dated installations. A resolution of approval will be required from City Council for placement of the signs as outlined above at the optional “Welcome To” Monroe signs. Once approved by City Council, Staff will coordinate the sign installation directly with the NC DOT.

Committee Member McGee inquired about putting both the 2018 and the 2019 championships on the signs together. Jim Loyd, Director of Engineering, replied that the NCDOT allows only a three-year life for dated signs and that earlier date would be used to determine the length of time the signs would be in place.

Staff recommends that the General Services Committee provide a positive recommendation to City Council for Resolutions (R-2020-14) requesting NC DOT to allow the installation of signs on (1) US 601 North and South to commemorate the Union Academy 1A Women's Soccer State Champions 2018 and (2) US 74 East and West to commemorate the Union Academy 1A Women's Soccer State Champions 2019.

Mayor Pro Tem Holloway made a motion to recommend the approval by City Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 7. Expansion of Hillcrest Cemetery

The General Services Committee is requested to consider information regarding the expansion of Hillcrest Cemetery pursuant to a meeting of the Winchester Neighborhood Committee on December 17, 2019.

Concern has been expressed by some citizens within the Winchester Community regarding the proposed expansion of Hillcrest Cemetery. The Winchester Neighborhood Committee held two meetings, one on August 13, 2019 and the last on December 17, 2019 with a recommendation made by the Committee to continue with the proposed expansion. Following is a review of the timeline as related to the proposed expansion of Hillcrest Cemetery.

In May of 2016, Staff began the process to expand Hillcrest Cemetery in the area between Wiatt Street and John Street. At the time, Hillcrest Cemetery had 77 plots unsold which Staff thought would last 4 years based on the rate of sale. The City ran out of plots in Hillcrest Cemetery in 2019, after 3 years in the spring. However, Staff was able to identify an area off Adams Street near Stafford where additional plots could be added. Using ground penetrating radar (GPR) to verify the area, 109 spaces were added. GPR uses radar pulses to image the subsurface, identifying any area with density change, such as due to an excavation. A conservative estimate of the plots that can be obtained by adding sections L, K and J as shown on the expansion plan is 718, which in turn would extend the life of the cemetery to over 25 years.

With the approval of the General Services Committee on October 6, 2016 and the City Council on November 15, 2016, Staff was able to reach an agreement with the heirs of John Robert Barrino. The property was acquired on March 6, 2017 for \$15,000. At the General Services Committee meeting on August 14, 2017, Staff reviewed concerns from the Winchester Community with expanding the cemetery into this area. The primary concern included the visibility of the expansion to existing residences. After discussion, the General Services Committee directed Staff to move forward with the current plan to expand the cemetery, working to acquire the Susie Garmon Heirs property first, and then proceeding with acquiring the remaining property owned by the Richard Perry Heirs. On December 24, 2018, after obtaining all 26 of the required signatures for the Offer to Purchase & Sale Agreement, City Council approved budget amendment (BA-2018-36) authorizing Staff to move ahead with the acquisition of the Susie Garmon Heirs Property. With several judgments pending against one of the heirs, the Assistant City Attorney has been working to obtain their release so that clear title can be obtained and the City can complete acquisition of the property.

At the Winchester Neighborhood Meeting on December 17th, Staff recommended that the City of Monroe continue pursuing the purchase of the Susie Garmon Heirs Property due to the following: 1) City Council authorized the acquisition on December 4, 2018; 2) An Offer to Purchase & Sale Agreement has been executed with the Susie Garmon Heirs; and 3) Time spent by Staff and complexity of obtaining a clear title for the property. If Staff is successful in the acquisition, the City still has the option not to expand the cemetery and to sell the property under the upset bid requirements of the NC General Statutes. This option was addressed due to opposition by several residents at the August 13th meeting to the expansion plans. One resident has expressed a desire to develop the property for a residential home. The City acquiring the property appears to be the clearest path to obtaining clear title. The process to acquire the property has been lengthy and still has a probability of not succeeding. At present, judgments against one heir could derail the process and there still remains twenty-six (26) signatures that must be notarized, some of the family members are in failing health and there is not a monetary incentive due to the dollars involved.

At the meetings on August 13th and again on December 17th, some citizens were not in agreement with the expansion of Hillcrest Cemetery. Primary concerns were the possible negative effect on property values and location adjacent to their properties. After consideration and comment, the Winchester Neighborhood Committee recommended that the City of Monroe continue with the expansion plans for Hillcrest Cemetery and the acquisition of the remaining properties. The individuals were invited to the General Services Committee meeting to voice their concerns.

The Winchester Neighborhood Committee and staff recommend that the City of Monroe continue with the proposed expansion of Hillcrest cemetery and acquisition of the remaining properties, the Susie Garmon Heirs Property and Richard Perry Heirs Property. Staff will only bring this matter forward to full City Council if the Public Enterprise Committee is not in concurrence with the recommendation to continue with the proposed expansion.

Mr. Arthur McClendon of 1007 John Street stated his property butts up to these proposed expansion locations. The cemetery will border him on two sides. He doesn't want his children to be raised in a cemetery. He fears his property value will diminish and he recently invested \$65,000 in home improvements and is concerned he would not be able to sell his house for that if the cemetery expansion occurs. Ms. Michele King followed by stating that the Allen family had been trying to purchase the Barrino property for years to build her house. She's concerned about the contamination of the surrounding soil when expanding the cemetery.

Ms. Michele King inquired of the Committee if the area was zoned properly for a cemetery, which City Attorney, Mujeeb Shah-Khan responded that it is properly zoned.

Committee members discussed with the Director of Engineering, Jim Loyd, the area of land at the Stafford St and Carr St corner as a possible alternative area for expansion. Mr. Loyd was hesitant to use this area already owned by the City because there are rumored to be unmarked graves. He had been told upon his arrival to the City in the 1990's that this area was off limits. Committee Member Lynn Keziah (Chairman) questioned if the City could test this to be certain. Mr. Loyd suggested using GPR. Until testing can be completed, Chairman Keziah wanted to hold off on moving forward with the cemetery expansion. Mr. Shah-Khan informed the Committee that the City currently owns lot L and is ready to close on lot J. There should be no penalty to cancel the purchase of lot J & K.

Mayor Pro Tem Holloway made a motion to recommend to City Council to no longer pursue lots J & K and halting the expansion of Hillcrest Cemetery to City Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Item 8. Options for Fencing the Hillcrest Cemetery

The General Services Committee is requested to consider two possible options for fencing Hillcrest Cemetery and funding for the proposed improvements.

Staff was requested by the Winchester Neighborhood Committee earlier this year to prepare a fencing plan for Hillcrest Cemetery. A meeting was held initially on August 13, 2019 to gather neighborhood input on the proposed fencing inclusive of the future expansion of Hillcrest Cemetery. At this meeting, Staff was requested to prepare one additional plan to fence just the existing portions of the cemetery, leaving Adams Street open to through traffic. Therefore, two options were presented at the Winchester Neighborhood Committee meeting on December 17, 2019. The following information is provided.

Design Parameters.

The intent of the proposed fencing plan for Hillcrest Cemetery is to mimic the current fencing and gating at Suncrest Cemetery. Unlimited access was provided for Suncrest Cemetery until the fall of 2004 at which point vandalism became a concern. The Cemetery was ungated with a total of eight access points via public streets – Bickett, Barden, Myrtle and Spruce along with three hearse ways. The matter was reviewed by the City's Transportation Committee which was dissolved and included as a function of the Public Enterprise Committee in November 2015. The Committee determined that Suncrest Cemetery would be gated at all locations with the exception of the Bickett Street entrance off Sunset Drive at Johnson Street. The gates in turn would open as needed for burial services as part of the opening and closing services provided by the Street Division. By keeping the cemetery open with a controlled access point, this allows the internal street sections of Bickett, Barden, Myrtle and Spruce to remain open to the public and thus qualify for funds through Powell Bill. Each year the City receives funds generated by the state gasoline tax based on mileage maintained and population. By keeping Suncrest Cemetery open at one location, this enables the City to qualify the internal street sections as open for public use and thus qualify as Powell Bill Streets. This in turn keeps the City from being solely dependent on the General Fund for maintenance costs of the travel ways.

Option 1.

This proposal provides for the fencing of the area currently used for Hillcrest Cemetery as well as incorporates the proposed future expansion of the Cemetery into the fencing plan. Plans have been developed for expansion of Hillcrest Cemetery into the area adjacent of Wiatt Street with the General Services Committee and City Council authorizing Staff to begin the necessary land acquisitions. A gate is proposed on Adams Street at Stafford Street in an effort to limit access into the cemetery. The gate in turn would be open as needed for funeral services. In addition to the gate proposed on Adams Street at Stafford Street, a gate is also included on Wiatt Street at John Street and staff proposes to shift the alignment of Wiatt Street to allow the installation of the fence

under this proposal to be kept entirely on City property. A T-type turnaround on future Cemetery Section J would be required to provide a turnaround for traffic when the gate on Wiatt Street is closed. It is not possible to place a gate on the John Street end of Adams Street since public access must still be provided to the Susie Garmon Heirs property and the Richard Perry Heirs property as well as two other properties that have access off Wiatt Street. Keeping Adams Street open on one end continues to allow Adams and Wiatt Streets to be considered opened to the public and claimed for Powell Bill purposes. Estimated costs for the fencing portion of Option 1 is \$121,000. Signage would be provided at the proposed gates on Adams Street at Stafford Street and Wiatt Street directing users of the cemetery to the entrance on Adams Street located off John Street.

Option 2.

This proposal only provides for fencing the area currently used for Hillcrest Cemetery, exclusive of the area proposed for future cemetery expansion. Gates are not proposed to limit traffic to one access point on Adams Street. As indicated by the plan for Option 2, each side of the cemetery off Adams Street will be fenced with a break allowed for access at the Cemetery streets and from the existing sidewalks on Adams Street and Wiatt Street. As part of this improvement, Staff proposes to designate an access point that will be gated for hearse ways. Estimated costs for the fencing portion of Option 2 is \$138,300. As part of this proposal, Wiatt Street will be reconstructed and shifted so that the roadway lies entirely on City property.

Funding

At the meeting on June 18, 2019, the Winchester Neighborhood Committee voted to recommend that the funding for the fencing improvements be exclusive of the current \$150,000 previously established for the Winchester area. The cemetery is open to others outside the community and the Committee recommended for the funding to come from other sources.

FINDINGS

At the meeting on December 17, 2019, several citizens were not in agreement with fencing Hillcrest Cemetery. After consideration and comment, the Winchester Neighborhood Committee recommended Option 2, fencing only the area currently in use for Hillcrest Cemetery.

Pursuant to the recommendation, Staff has prepared a budget ordinance for consideration of the General Services Committee as directed by the Winchester Neighborhood Committee. The budget ordinance provides for a transfer from General Fund balance to cover the estimated costs of the fence installation, \$138,300. Funding for the improvements to Wiatt Street, estimated at \$33,459 will be completed through the Powell Bill operating funds approved each year for maintenance of City municipal streets. A budget amendment will not be required for improvements to Wiatt Street.

The Winchester Neighborhood Committee and Staff recommend the following to the General Services Committee:

- (1) Option 2, fencing the existing sections of Hillcrest Cemetery located off Adams Street;
- and
- (2) Approval of a Budget Ordinance in the amount of \$138,300 transferring monies from the General Fund to cover the costs of the fence installation.

If the General Services Committee is in concurrence, Staff will bring the recommendations forward on the Consent Agenda at the February 5, 2020 City Council meeting.

Director of Engineering, Jim Loyd, referenced the Committee's finding in regards to the Hillcrest Cemetery expansion in Item 7 and informed the Committee that Option 2 would be the only possible option without incorporating lots J, K & L into the cemetery expansion.

Committee Member McGee made a motion to recommend the fencing plan in Option 2 and forward to full Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

Other:

Project Ordinance to Pave New Hangar Driveway

Airport Manager, Peter Cevallos, presented to the Committee a request for a Project Ordinance to pave the driveway of the new 12,000 ft hangar. The airport has a 60-day temporary certificate of occupancy, but to obtain a permanent certificate of occupancy the driveway must be paved. The current gravel driveway does not meet code standards. Engineers estimate the cost of paving the driveway to be no more than \$80,000. The Airport's contract with J D Goodrum Company, Inc. includes a paving line item, therefore only a change order is necessary.

Funds are available in Fund Balance in Formally Assigned for Airport Grant Acceptance.

Mayor Pro Tem Holloway made a motion to recommend the Project Ordinance, not to exceed \$80,000, and forward to full Council.

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

AYES: Chairman Keziah, Mayor Pro Tem Holloway, Committee Member McGee

NAYS: None

February Committee Meeting Date Changed

Lisa Strickland, Finance Director, confirmed with the Committee the next meeting date of February 27th.

Wayfinding and CDBG Grant

Brian Borne, Assistant City Manager, distributed pamphlets of the new wayfinding. Also, the City has received official notice of the expiration of the CDBG grant.

There being no further business the meeting was adjourned at 5:10 p.m.

Committee Chairman, Lynn Keziah



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: Brian J. Borne, Assistant City Manager

PREPARED BY: Brian J. Borne, Assistant City Manager

SUBJECT: Shining Light Baptist Church property, 2007 Pinedell Avenue, Parcel ID #09-301-226B

SUMMARY STATEMENT

Discuss potential donation of property and Proposal for Inventory and Assessment Services, Tax Parcel ID #09-232-258, 2007 Pinedell Avenue

REVIEW

Staff was approached by Pastor Tim Cruz, Shining Light Baptist Church if there was an interest in the possible donation of property at 2007 Pinedell Avenue, Parcel ID #09-301-226B.

The property at 2007 Pinedell Avenue, owned by Shining Light Baptist Church, has been offered to the City of Monroe as a potential donation if used for public benefit. Monroe Parks and Recreation is considering this property for future recreation for programmed day camp activities, not open for daily use. Potential programming and facilities for the above parcel could include fishing, team building challenge courses, picnicking, and other day camp activities. Benesh has been requested to provide a proposal to inventory and assess the site to determine the opportunities and any constraints towards providing the above potential programming venues. Items to be studied in this assessment include: soil and terrain, vegetation, hydrology, access, surrounding land use, man made improvements and previous planning studies as outlined in the proposal attached.

A budget amendment, BA-2020-10, in the amount of \$5,300 would be needed in order to move forward with the Site Inventory and Assessment.

If determined, by the assessment, that the property is suitable for the use(s) outlined, we would proceed with discussions with Shining Light Baptist Church regarding the donation.

RECOMMENDATION

General Services Committee is requested to consider and recommend to Council BA-2020-10, funding the proposal from Benesch for a Site Inventory and Assessment and authorize the City Manager to execute any and all documents as required.

Attachment(s):
Maps
Parcel #09-301-226B
BA-2020-10

February 3, 2020

Ms. Tonya Edwards
Director, Monroe Parks & Recreation
PO Box 69
Monroe NC 28111

RE: Pinedell Avenue Property (P2017232.00)
Proposal for Inventory & Assessment Services

Dear Tonya:

It is our understanding that the City of Monroe (Client) is considering the acceptance of a land donation from the Shining Light Baptist Church of an existing church used recreation area located off Pinedell Avenue in northwest Monroe. Currently, Monroe Parks & Recreation is considering this property for future recreation use for programmed day camp activities, not open for daily public use.

Based on our cursory site visit and meeting on January 28, 2020, we propose the following:

PROJECT UNDERSTANDING

The City of Monroe is considering the acquisition of approximately 6.29 AC (PID 09-301-226B) at 2007 Pinedell Avenue, zoned R-20 (Monroe Zoning), referred to as the Pinedell Avenue Property as shown below.



Potential programming and facilities for the above parcel could include:

- Fishing
- Team Building Challenge Courses
- Picnicking
- Other Day Camp Activities

SCOPE OF SERVICES

The Client has asked Benesch to inventory and assess the site to determine the opportunities and any constraints towards providing the above potential programming venues for the City's summer day camp programs. We propose to provide inventory and assessment as follows:

Step One: Inventory & Analysis

Benesch will conduct an on-site investigation, review GIS data, and prepare an analysis for use in developing an assessment plan and report. From this process, we will be able to determine the project's physical parameters, site characteristics, and relationship between the project site and the surrounding community. We will utilize survey data (topographical and boundary) as available from the Client and through GIS, as the basis for our inventory and analysis. Elements of the site that will be studied will include:

- **Soil and Terrain:** We will review critical soil composition through county soils maps and determine development suitability. An analysis of the slopes will be conducted to determine areas best suited for various recreation uses.
- **Vegetation:** An analysis of existing vegetation will be conducted through the use of aerial photography and field survey.
- **Hydrology:** We will conduct an analysis of how water moves on and through the site. We will review GIS maps to define any flood prone areas. We will use GIS data to perform any apparent wetlands evaluation and define locations of floodplain and floodway zones. We will contact NCDEQ for any history related to the pond (and dam).
- **Access:** Accessibility for vehicular, bicycle, and pedestrian circulation will be addressed in this analysis.
- **Surrounding Land Use:** Existing land use in the project area will be documented from aerial photography, field investigation, and existing planning studies. Confirmation of all road and railroad R/Ws and property setbacks for the current R-20 zoning.
- **Man Made Improvements:** Existing facilities, parking, roads and utilities (gas, water, sewer, electricity, and storm water) will be mapped and analyzed as to their impact on potential recreation development. We will consider CPTED principles in the assessment of the property.
- **Previous Planning Studies:** We will review any previous planning studies addressing parks & recreation in Monroe, including the 2015 Parks, Recreation and Open Space Master Plan and 2015 Greenway Master Plan, to determine how this potential facility could fit into the City's larger vision for recreation and connectivity.

Once these site elements have been mapped and analyzed, this information will be presented to the Client for review and feedback. We have included one site visit in this phase to walk the site more thoroughly than viewed during the above noted site visit.

COMPENSATION

For services as described in this proposal, Benesch will work with the Client on a phased fixed fee as follows:

Step One:	Inventory & Analysis	\$ 5,300.00
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Note: Reimbursable expenses (i.e. travel, postage and printing expenses) are included in the overall fees above.

Should any additional services over and above those listed above be required, the following hourly rates will be utilized:

Project Manager I	\$121.00
Project Manager II	\$140.00
Senior Project Manager I	\$147.00
Senior Project Manager II	\$162.00
Project Principal	\$180.00
Landscape Architect I	\$98.00
Landscape Architect II	\$114.00
Landscape Designer I	\$67.00
Landscape Designer II	\$78.00
Senior Landscape Designer	\$105.00
Project Engineer I	\$106.00
Project Engineer II	\$116.00
Designer I	\$75.00
Designer II	\$106.00
Senior Designer	\$105.00
Technical Specialist II	\$91.00
Administrative Assistant	\$67.00

No additional services will be performed without the prior written authorization of the Client's representative.

If you find this proposal to be acceptable, please identify services you wish to procure, sign below, and return a copy to our office. The attached standard General Conditions are incorporated into and made a part of this agreement.

Respectfully submitted,

Alfred Benesch & Company



Jonathan D. Wood, PLA
Senior Project Manager



Brian Cannella, PLA
North Carolina Division Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

City of Monroe

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

SUPPLEMENTAL CONDITIONS FOR SURVEY, ENVIRONMENTAL OR GEOTECHNICAL SERVICES

☐ ***Supplemental Condition is incorporated herein when the applicable box is checked.***

☐ **S.1 Location of Underground Utilities**

It shall be the Client's responsibility to locate and physically mark all underground utilities and structures which lie within the work area prior to the start of subsurface investigations. If the Client elects not to assume this responsibility, Client shall notify Consultant and shall compensate Consultant for all costs associated with locating and physically marking said underground utilities and structures over and above the estimated project fee. Client shall indemnify and hold Consultant harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, Consultant will not begin work until this has been accomplished.

☐ **S.2 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the Consultant.

☐ **S.3 Disposition of Samples and Equipment**

S.3.1 Disposition of Samples

No samples and/or materials will be kept by Consultant

longer than thirty (30) days after submission of the final report unless agreed otherwise.

S.3.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, Consultant will, after completion of testing, return such samples and materials to Client, or have the samples and materials disposed of in accordance with Client's directions and all applicable laws. Client agrees to pay all costs associated with the storage, transportation, and disposal of samples and materials. Client recognizes and agrees that Consultant at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

S.3.3 Contaminated Equipment

All laboratory and field equipment contaminated in Consultant's performance of services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. At Client's expense, such equipment shall be delivered to Client, or disposed of in the same manner specified in S.3.2 above. Client agrees to pay Consultant the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to Client pursuant to this Agreement.

**2007 Pinedell Avenue
Parcel ID: 09-301-226B**

Tax Value \$50,200

Legend

- Centerlines
□ Parcels

**Existing: R-20
(Single Family Residential)**

**Future Land Use
Suburban Land Use**

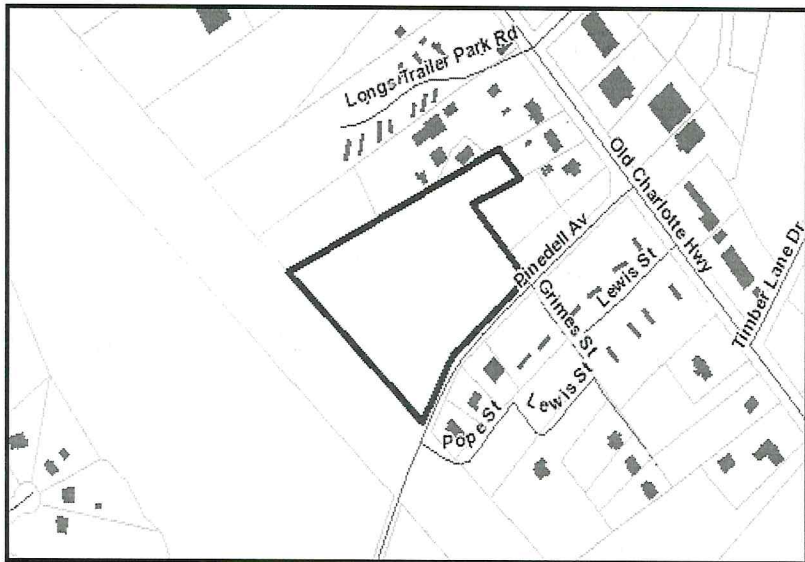
Acres: 6.29



0 170 340
Feet

Parcel Number

09301226B

OwnerSHINING
LIGHT
BAPTIST
CHURCH**Mailing Address**2541 OLD CHARLOTTE HWY
MONROE
NC, 28110**Account Information**

Land Value	\$50,200.00	Subdivision	
Building Value	\$0.00	Description	OLD CHARLOTTE HWY OPCL725
Total Value	\$50,200.00	Situs Address	OLD CHARLOTTE HWY
Acreage	6.2860	Property Class	GOVERNMENT/SCHOOL/CHURCH

Sales Information

Sale Date	Sale Amount	Book & Page	Grantor
01/01/1900	\$0.00		
01/01/1900	\$0.00		
01/01/1900	\$0.00		

Location Information

Municipal Administration	Monroe	12 Mile Service Area	No
County Zoning Code	CITY	School	School Assignment Information
Zoning Administration	Monroe	Census Tract Number	204.03
ETJ		FEMA Panel	5426
Fire District	Monroe City	FEMA Zone	
Soils	W,CmB,ChA,BuB,CnB,BdB2		

Building Information - [View Real Property Site](#)

Total Living Area	Type of Building
Year Build	Improvement Type

District Voting Assignments (Jurisdictions)

Polling Place	Monroe Fire Station 4	School District	3	Congressional District	8
Precinct District	#5	State House	69	Senate District	35

Tim Cruz
Shining Light

704. 283. 1480.

**CITY OF MONROE
BUDGET AMENDMENT
BA-2020-10**

1. Amendment to appropriate funds for Site Inventory & Analysis of 6.29± acres located at 2007 Pinedell Avenue currently owned by Shining Light Baptist Church (Parcel #09-301-226B). Total amount of \$5,300 includes analysis of soil and terrain, vegetation, hydrology, access, surrounding land use, man made improvements and previous planning studies. Monroe Parks and Recreation is considering this property for future recreation use for programmed day camp activities, not open for daily public use.

General Fund:

Revenues:

Appropriation from Fund Balance	\$5,300
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Expenditures:

Administrative	\$5,300
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Adopted this 3rd day of March 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



CITY OF MONROE

STAFF REPORT

TO: General Services Committee

VIA: Brian J. Borne, Assistant City Manager

DATE: February 13, 2020

FROM: Brian J. Borne, Assistant City Manager

PREPARED BY: Matthew Black, Downtown Coordinator

SUBJECT: PRONTO Incentive Grant for 109 S. Main Street

SUMMARY STATEMENT

The Committee is requested to consider a recommendation for the PRONTO downtown economic development incentive to City Council for 109 S. Main Street, Pranee Loffer, owner of Thai Tamarind.

REVIEW

Thai Tamarind owner Pranee Loffer, has entered into a lease agreement for 109 S. Main Street, to operate her current restaurant business. The new business totals approximately 1752 square feet of restaurant space and is in the Downtown Master Plan area.

The grant application will be presented to the Downtown Advisory Board for a recommendation then move forward for a possible recommendation from the General Services Committee. Staff recommends that the downtown incentive grant follows the following stipulations:

1. Grant funds for the PRONTO is to not exceed \$8,760.00, payable over a one-year period; based on rent paid per quarter.
 2. City will not advance grant funds until proof of rent payment has been completed each quarter. Once the applicant has submitted required documents as proposed; funds will be made available.
-

RECOMMENDATION

Staff requests a Public Hearing to be called forth, at the April 7, 2020, Council meeting. The Downtown Advisory Board and Staff requests the General Services Committee recommend the PRONTO grant, Resolution, and Budget Amendment to Council with the Resolution and Budget Amendment to appropriate funds.

Attachment: BA-2020-11
R-2020-11

**BUDGET AMENDMENT
BA-2020-11**

1. Amendment necessary to appropriate funds for Downtown Incentive Programs for Thai Tamarind.

General Fund:

Revenues:

Appropriation of Fund Balance	\$8,760
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Expenses:

Transfer to Downtown Monroe Fund	\$8,760
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Downtown Monroe Fund:

Revenues:

Transfer from General Fund	\$8,760
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Expenses:

Downtown Incentive Programs	\$8,760
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Adopted this 3rd day of March, 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

**RESOLUTION OF THE MONROE CITY COUNCIL
TO AWARD A DOWNTOWN INCENTIVE TO
Thai Tamarind
R-2020-11**

WHEREAS, the City of Monroe has adopted a Downtown Incentive Grants Program, hereinafter “Program”; and,

WHEREAS, Thai Tamarind, has duly applied for a Downtown Incentive Grants under said program; and,

WHEREAS, a public hearing was conducted by the City Council on March 3, 2020, at which hearing testimony was given by Mr. Brian J. Borne, Assistant City Manager; Director, Downtown Monroe for the City of Monroe, and company representative Pranee Loffer ; and,

WHEREAS, the City Council makes the following findings with respect to said application:

1. 109 S. Main Street, Thai Tamarind is approximately 1,752 square feet of restaurant space and is within the Downtown Monroe Master Plan area.
2. The applicant has a new restaurant business at street level in accordance with the Downtown Master Plan.
3. The restaurant has had a significant effect on revitalization of the City’s Central Business District as indicated in the Downtown Master Plan.
4. That the applicant meets all other applicable requirements of the Program set forth by the City Council.
5. The business (a) stimulates the local economy, (b) promotes business, and (c) results in creation of job(s) that pay at or above the median wage.

WHEREAS, based on the above findings and other documentation in the file the City Council concludes that the applicant qualifies for the Program for an amount not to exceed \$8,760.00 with rent subsidy funds available over a year period (one installment per quarter, \$2,190). With qualification for the incentive established and the economic benefits accrued to the City in the form of new employment, increased tax base and property value, downtown revitalization, and increased City utility revenues, the grant application should be approved subject to compliance with the Program and subject to appropriation; and,

WHEREAS, the City of Monroe and Thai Tamarind seek to enter into an Economic Incentive Agreement under the terms and conditions stated therein.

NOW, THEREFORE, BE IT RESOLVED THAT the incentive application of Thai Tamarind for Downtown Incentive Grants Program is hereby approved pursuant to the terms and

conditions set out in the attached Incentive Agreement, the Incentive Agreement with Thai Tamarind is approved and the Mayor and other staff, as necessary, are authorized to execute any and all documents and instruments necessary to carry out said approval. The appropriation of any funds is reserved for future action consistent with the terms of the Incentive Agreement.

Adopted this 3rd day of March 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Fiscal Year 2020 Audit Contract for City of Monroe

SUMMARY STATEMENT

The purpose of this report is to provide information regarding the contract for audit services for the City of Monroe to Martin Starnes & Associates, CPA's, P.A. for the year ending June 30, 2020.

REVIEW

A Request for Proposals was done in February 2014 and Martin Starnes & Associates, CPA's P.A. was the firm selected by the Finance Committee's audit selection team. The City first contracted with Martin Starnes & Associates, CPA's P.A. for the fiscal year 2014 audit. A new five-year service agreement was approved by City Council in fiscal year 2018 that will last through fiscal year 2023. If approved, this will be the seventh year with this audit firm. The cost estimates given by the firm for the next 4 years are as follows:

\$76,500	Fiscal Year 2020
\$78,800	Fiscal Year 2021
\$81,150	Fiscal Year 2022
\$81,150	Fiscal Year 2023

There were no disputes or conflicts with the audit firm in the prior year and the City received the audit report and financial statements in a timely manner in order to meet the Local Government Commission's submission deadline of October 31st.

The proposed contract for audit services for the City for the fiscal year ending June 30, 2020 is \$76,500. This fee reflects maintaining the current level of audit services. This includes testing of internal controls

to ensure that the City's financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles, preparation of the annual financial statements and an audit to maintain compliance with single audit act requirements.

RECOMMENDATION

Staff recommends and requests approval by the General Services Committee of the audit contract with Martin Starnes & Associates, CPA's, P.A. for \$76,500.

Attachment:
Audit Contract
Engagement Letter

The	Governing Board City Council
of	Primary Government Unit (or charter holder) City of Monroe, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Dr. SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/20	Audit Report Due Date 10/31/20
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Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

29. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

30. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

31. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

32. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:

Lisa Strickland

Title:

Finance Director

Email Address:

lstrickland@monroenc.org

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year billings. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

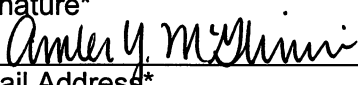
PRIMARY GOVERNMENT FEES

Primary Government Unit	City of Monroe, NC
Audit Fee	\$ See fee section of engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ See fee section of engagement letter
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 57,375.00

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$

SIGNATURE PAGE**AUDIT FIRM**

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)*	Signature*
Amber Y. McGhinnis	
Date*	Email Address*
01/28/20	amcghinnis@martinstarnes.com

GOVERNMENTAL UNIT

Governmental Unit*	
City of Monroe, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)*	Signature*
Bobby G. Kilgore, Mayor	
Date	Email Address
	bkilgore@monroenc.org

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Lisa Strickland, Finance Director	
Date of Pre-Audit Certificate*	Email Address*
	lstrickland@monroenc.org

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

Remember to print this form, and obtain all
 required signatures prior to submission.

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates CPAs, P.A. and the
Peer Review Committee, North Carolina Association
Of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. (the firm) in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates CPAs, P.A. in effect for the year ended December 31, 2017, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates CPAs, P.A. has received a peer review rating of pass.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 3, 2018

Raleigh
4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham
3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

Pittsboro
10 Sanford Road
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

MARTIN ♦ STARNES & ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

January 28, 2020

Lisa Strickland
City of Monroe
P.O. Box 69
Monroe, NC 28111

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Monroe, NC, as of June 30, 2020, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Monroe's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and State award programs for the period ended June 30, 2020. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and State award programs.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Monroe's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical section

We will make reference to the component unit auditor's audit of the City of Monroe ABC Board in our report on your financial statements.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. If appropriate, our procedures will therefore include tests of documentary evidence that support the transactions recorded in the accounts, tests of the physical existence of inventories, and the direct confirmation of cash, investments, and certain other assets and liabilities by correspondence with creditors and financial institutions. As part of our audit process, we will request written representations from your attorneys, and they may bill you for responding. At the conclusion of our audit, we will also request certain written representations from you about the financial statements and related matters.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

In making our risk assessments, we consider internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. Our responsibility as auditors is, of course, limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Monroe's basic financial statements. Our report will be addressed to the governing body of the City of Monroe. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Monroe's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether the entity has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal and state award programs. Our procedures will consist of determining major federal and state programs and performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received, including federal awards and funding increments received prior to December 26, 2014 (if any), and those received in accordance with the Uniform Guidance (generally received after December 26, 2014);
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For the design, implementation, and maintenance of internal control over federal and state awards;

7. For establishing and maintaining effective internal control over federal and state awards that provides reasonable assurance that the nonfederal and nonstate entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
8. For identifying and ensuring that the entity complies with federal and state statutes, regulations, and the terms and conditions of federal and state award programs and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
9. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
10. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
11. For taking prompt action when instances of noncompliance are identified;
12. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
13. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
14. For submitting the reporting package and data collection form to the appropriate parties;
15. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
16. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit; and
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
17. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
18. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
19. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
20. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
21. For the accuracy and completeness of all information provided;
22. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
23. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the supplementary information referred to above (including the Schedule of Expenditures of Federal and State Awards), you acknowledge and understand your responsibility (a) for the preparation of the supplementary information in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding supplementary information, (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information, and (d) to present the supplementary information

with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents. If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Fees

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 68,850
Financial Statement Drafting	7,650
Other Non-Attest Services	-
	<u>\$ 76,500</u>

Our invoices for these fees will be rendered in four installments as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Monroe's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The County is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or State agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries

We will not assume management responsibilities on behalf of the City of Monroe. However, we will provide advice and recommendations to assist management of the City of Monroe in performing its responsibilities.

With respect to the nonattest services we perform as listed above, the City of Monroe's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the engagement are as follows:

- We will perform the services in accordance with applicable professional standards.
- This engagement is limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Monroe by:

Name: _____

Title: _____

Date: _____



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 20, 2020

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Budget Amendment for Donation Received for Tree Planting

SUMMARY STATEMENT

The Finance Department seeks to accept a \$500 donation from John Thomasson for tree planting and requests a budget amendment.

REVIEW

A check has been received in the amount of \$500 from John Thomasson for tree planting. Mr. Thomasson stated that Trees Charlotte advised him that trees are being lost at a much faster rate than they are being replaced, and with all the development in Charlotte, he's sure the same is happening in Monroe. He made the donation to the City to help with tree planting and to help slow the trend and keep our community healthy and beautiful.

RECOMMENDATION

Staff requests approval from the General Services Committee to accept this donation and appropriate and designate the funds and forward to full Council for approval.

Attachment(s): Budget Amendment BA-2020-09

**CITY OF MONROE
BUDGET AMENDMENT
BA-2020-09**

1. Amendment necessary to designate and appropriate funds donated by John Thomasson for tree planting.

General Fund:

Revenues:	
Miscellaneous	\$500
Expenditures:	
Tree Planting	\$500

Adopted this the 3rd day of March 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: James N. Loyd, Jr., P.E., Engineering Director

PREPARED BY: James N. Loyd, Jr., P.E., Engineering Director

SUBJECT: “No Thru Trucks” postings Franklin Street, NC 200 and Downtown Monroe

SUMMARY STATEMENT

The General Services Committee is requested to consider information regarding “No Thru Truck” routes as related to NC 200, Franklin Street and Downtown Monroe.

REVIEW

A brief history of the “No Thru Truck” effort along Franklin Street is attached for reference by the General Services Committee. All entry points into the Monroe Corporate limits are posted by NC DOT with signage stating “Trucks Follow US-NC Routes.” On August 7, 2001 with approval from NC DOT, City Council adopted Ordinance (O-2001-36) adding Franklin Street from US Highway 74 to Charlotte Avenue to the City’s listing of No Through Trucks in the City’s Traffic Schedules, Chapter 75 of the Monroe City Code under Schedule VII No Through Trucks. This section of East Franklin Street was then posted by the Street Division with NC DOT approval. Transportation Improvement Project U-3412A (ML King, Jr. Boulevard) was built by the NC Department of Transportation with the understanding that the roadway would reduce through truck traffic in the downtown area of Monroe. NC 200 was rerouted to follow ML King, Jr. Boulevard and Dickerson Boulevard from US Highway 74 to Lancaster Avenue. Subsequently, Lancaster Avenue from ML King Boulevard into downtown was designated as a secondary route allowing this section to be posted at NC 200 as “No Thru Trucks.” On January 6, 2012, City Council approved a letter of request to NC DOT to change the designation of NC 75 (Waxhaw Highway) & NC 84 (Weddington Road) east of ML King (NC 200) to secondary route status. This included the section of NC 75/NC 84 identified within the corporate limits as West Franklin Street. On May 1, 2012, Resolution R-2012-17 was approved by City Council in cooperation with NC DOT to change the Official Routing of

NC 84 & NC 75 in Union County as previously described to secondary routes east of ML King (NC 200). On October 30, 2013, the State Traffic Engineer authorized Ordinances 1067042; 1067043 and 1067044 imposing “Truck Restriction - No Through Trucks” for Weddington Road, from NC 200 to Waxhaw Highway; Waxhaw Highway/West Franklin Street, from NC 200 to Charlotte Highway; and Lancaster Avenue, from NC 200 to Charlotte Avenue, respectively. An excerpt of the Monroe area from the NCDOT – North Carolina Truck Network (NCTN) mapping is attached showing the truck restrictions for Monroe. With the section of East Franklin Street previously approved by City Council as “No Through Trucks,” Engineering is working with the Division Office to request the inclusion of the truck restriction by the State Traffic Engineer as part of the NCTN mapping. The enforcement of “No Through Truck” restriction on East Franklin Street may be facilitated by the street’s inclusion in this listing.

RECOMMENDATION

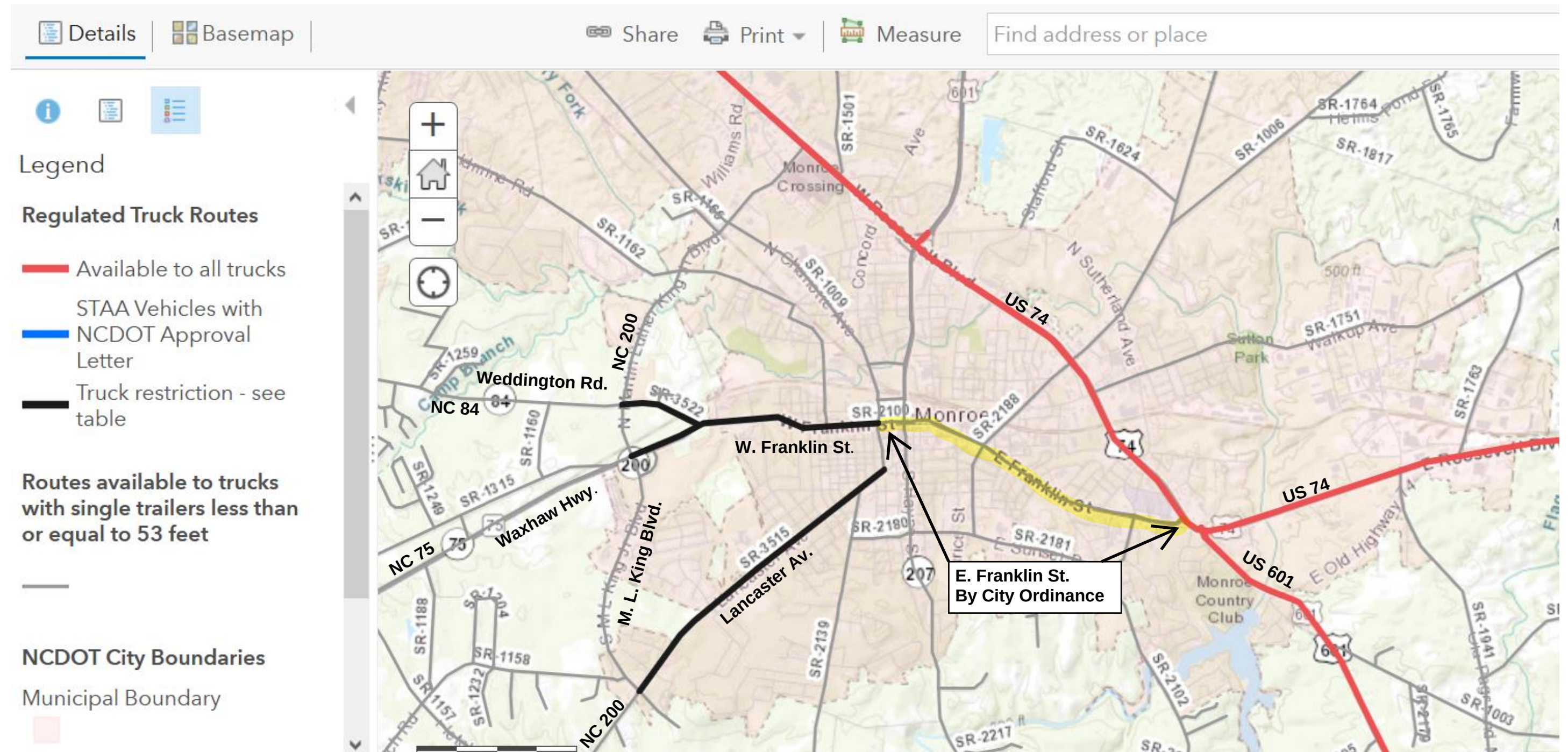
No action is required by the General Services Committee at this time.

Attachment(s):
History of “No Thru Truck Effort-
Franklin Street
Map Excerpt: NCDOT – North Carolina
Truck Network (NCTN)
Map – No Thru Truck Signs Locations

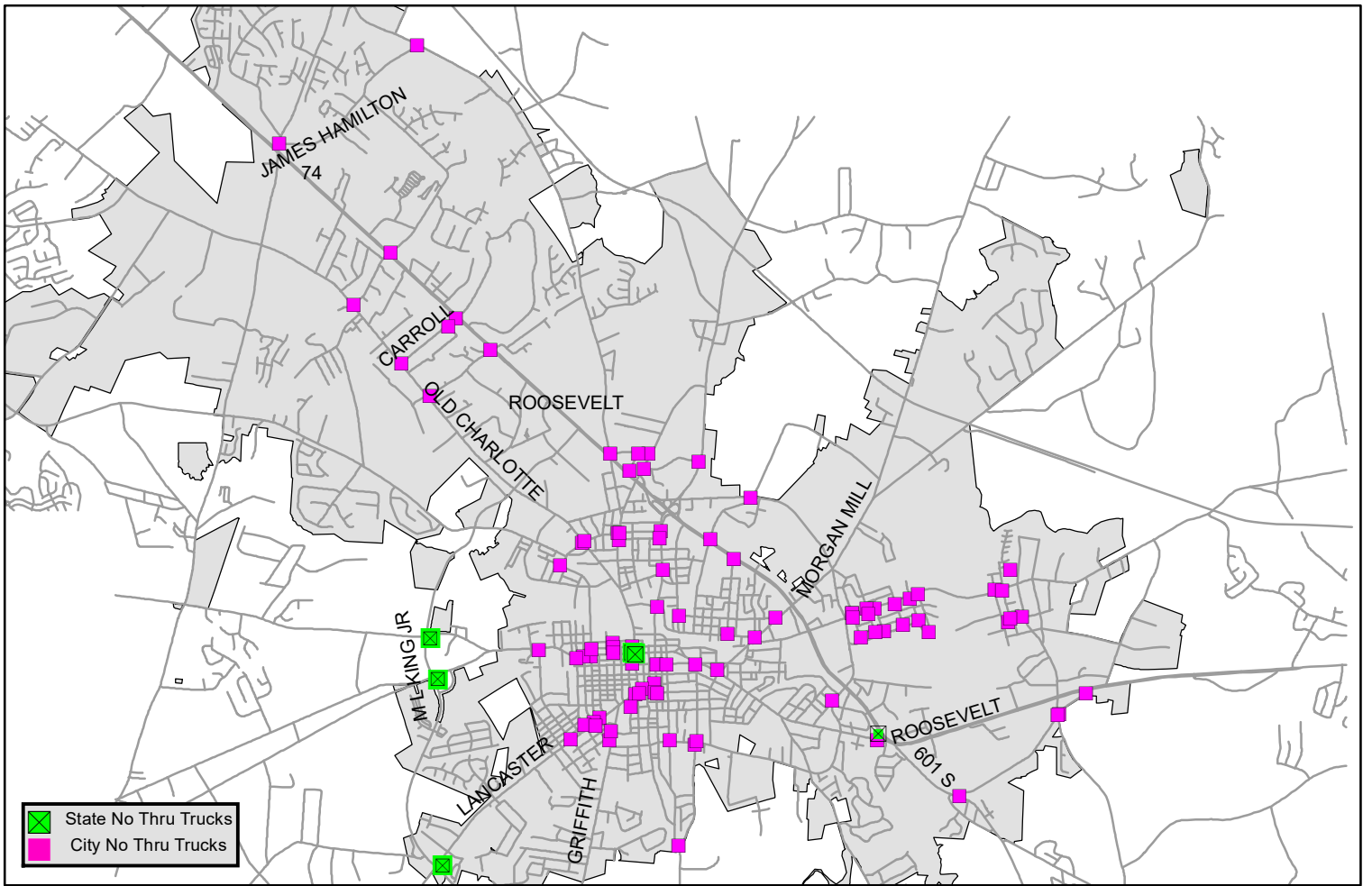
History of “No Thru Truck” Effort Franklin Street

1998	Push to post Franklin Street from Old Charlotte Highway to Hilltop.
July/ August 2001	Division Traffic Engineer Tom Thrower verbally agrees to allow signs installed. Staff documented with letter to NC DOT with copy of Ordinance dated August 7, 2001 adding Franklin Street (SR 2100) from Charlotte Avenue to US Highway 74 to “No Through Trucks”.
October 27, 2011	ML King Blvd. opens prior to this date. Email from Division Traffic Engineer Scott Cole advising that NC DOT could only post the section of Lancaster Avenue east of ML King Blvd. (NC 200), now designated as a secondary route. Only secondary routes can be posted. NC DOT also posted NC 84/NC 75 in error but subsequently removed signs due to the US/NC designation.
January 6, 2012	Council approves letter of request to NC DOT to change designation of NC 75 (Waxhaw Highway) & NC 84 (Weddington Road) east of ML King (NC 200) to secondary route status. This included the section of NC 75/NC 84 identified within the corporate limits as West Franklin Street.
May 1, 2012	In corporation with NC DOT, Resolution R-2012-17 approved by City Council to change the Official Routing of NC 84 & NC 75 in Union County as previously described to secondary routes east of ML King (NC 200).
October 4, 2013	Email from Division Traffic Engineer Sean Epperson advising that the State Traffic Engineer would allow a No Thru Truck Ordinance and that DOT staff was proceeding.
October 30, 2013	State Traffic Engineer authorizes by Ordinances 1067042; 1067043 & 1067044 “Truck restriction- No Through Trucks” for Weddington Road, from NC 200 to Waxhaw Highway; Waxhaw Highway/ West Franklin Street, from NC 200 to Charlotte Highway; and Lancaster Avenue, from NC 200 to Charlotte Avenue, respectively. “No Thru Truck” Signs are now installed by DOT Staff on as follows on State roadways: Lancaster Avenue west of ML King; Waxhaw Highway & Weddington Road, east of ML King & on Charlotte Avenue and Franklin Street West, each roadway at their intersection.
January 22, 2020	Engineering reviewed East Franklin Street history with Assistant Traffic Engineer Kim Walton and submitted email same day about adding street to State’s “No Thru Truck” listing.

NCDOT – North Carolina Truck Network (NCTN)



Source: <https://ncdot.maps.arcgis.com/home/webmap/viewer.html?webmap=a8f091b8fadc4c5d8bb905bf44556a5d>.





STAFF REPORT

TO: General Services

VIA: Larry Faison, Chairman

DATE: February 27, 2020

FROM: Peter Hovanec, Communications and Tourism Officer

SUBJECT: Dowd Center Theatre Equipment

SUMMARY STATEMENT

The construction portion of the Dowd Center Theatre is nearing completion and full equipment and furnishings are needed to ensure proper operations of the theatre. An inclusive list of supplies and equipment that will ensure internal and external operation needs of the theatre are met is enclosed. The list includes roughly \$65,000 in equipment that will be purchased through funds received from the Get Centered fundraising campaign.

REVIEW

Staff has developed a list of needed equipment totaling roughly \$65,000, which includes furnishings, banquet tables and chairs, tools, janitorial supplies, performance and stage production equipment. The \$65,000 will be allocated from the received theatre donations and will be ordered through the city's purchasing department to ensure we receive the best prices on the items needed.

RECOMMENDATION

Staff recommends the approval of a \$65,000 budget amendment to allow the city's purchasing department to order the necessary equipment to effectively operate the theatre.

Attachment(s): Supply List
Budget Amendment BA-2020-13

Item	Description	Location	Price	# Needed	Estimated cost
				518	\$ 64,871.90
Janitorial/Custodial					\$ 6,907.70
Trash Cans	Aluminum Trash Container - Satin Clear 20 Gallon	Lobby	\$ 219.00	4	\$ 876.00
Coat Rack	Portable Folding Coat Rack	Lobby	\$ 549.00	1	\$ 549.00
Trash Cans	Plastic Trash Container, Garbage Can - 32 Gallon Gray	Lobby	\$ 43.95	4	\$ 175.80
Trash Can Wheels	Global Industrial™ Dolly for 20, 32, 44, 55 Gallon Trash Container		\$ 36.95	4	\$ 147.80
Trash Can Lids	Plastic Trash Container Lid, Garbage Can Lid - 32 Gallon Gray		\$ 6.25	4	\$ 25.00
Small Trash Cans	Small Rectangle Office Wastebasket Trash Can 13 Quart, Black - 34291303 - Pkg Qty 12		\$ 70.80	1	\$ 70.80
Janitorial Cart	Janitor Cart Black with 25 Gallon Vinyl Bag 6173-88		\$ 151.95	1	\$ 151.95
Mop Bucket	Global Industrial™ Mop Bucket And Wringer Combo - Side Press		\$ 52.95	2	\$ 105.90
Mop Head	Web Foot® Shrinkless® Wet Mop Heads - 5" Headband - Pkg Qty 6		\$ 84.00	1	\$ 84.00
Mop Handle	Plastic Jaws Mate 1" x 60" Fiberglass Handle		\$ 16.75	4	\$ 67.00
Dust Mop 6'	72" Deluxe		\$ 70.00	2	\$ 140.00
Dust Mop 4'	48" Deluxe		\$ 55.00	3	\$ 165.00
Dust Mop 2'	24" Deluxe		\$ 30.00	3	\$ 90.00
Microfiber Duster	19" Duster		\$ 7.00	4	\$ 28.00
Telescopic Poles	7-18'		\$ 90.00	1	\$ 90.00
48" Push Broom	Super Sweep 48-Inch Gray Flagged Broom		\$ 70.19	2	\$ 140.38
30" Push Broom	Fine Bristles		\$ 36.00	2	\$ 72.00
30" Push Broom	Medium Bristle		\$ 36.00	2	\$ 72.00
30" Push Broom	Heavy Bristle		\$ 36.00	2	\$ 72.00
Lobby Broom and Dust Pan	Combo		\$ 28.00	2	\$ 56.00
Angle Brooms	Deluxe		\$ 18.00	4	\$ 72.00
Counter Brush Combo	Combo		\$ 15.00	4	\$ 60.00
Sweep Broom	Bissell		\$ 61.00	2	\$ 122.00
Industrial Vacuum	Sanitaire		\$ 299.00	1	\$ 299.00
Backpack Vacuum	Lavex Janitorial 10 Qt. Backpack Vacuum with HEPA Filtration and 8-Piece Tool Kit		\$ 232.49	1	\$ 232.49
Shop Vac w/blower	Shop-Vac 12-Gallon Shop Vacuum Model # 9315011		\$ 109.00	1	\$ 109.00
Wire Shelving Starter Kits	Nexelon® Wire Shelving Starter Unit - 5 Tier - 72"W x 21"D x 63"H		\$ 366.95	4	\$ 1,467.80
Wire Shelving Add-On	Nexelon® Wire Shelving Add-On Unit - 5 Tier - 72"W x 21"D x 63"H		\$ 355.95	3	\$ 1,067.85

Mop/Broom Holder	White w/Shelf	\$ 70.00	2	\$ 140.00
Snow Shovel	True Temper 16-in Poly Snow Shovel with 36-in Steel Handle	\$ 9.98	1	\$ 9.98
Wet Floor Sign	Multilingual Stand H-868	\$ 23.00	4	\$ 92.00
SDS Binder and Station	Horizon Mfg. Tri Lingual SDS Binder and Safety Station, 3023, 3"W	\$ 56.95	1	\$ 56.95
TOOLS AND SHOP				\$ 4,711.20
Tool Chest	CRAFTSMAN 2000 Series 52-in W x 37.5-in H 10-Drawer Steel Rolling Tool Cabinet (Red)	\$ 489.00	1	\$ 489.00
Tool Chest	CRAFTSMAN 2000 Series 51.5-in W x 24.5-in H 8-Drawer Steel Tool Chest (Red)	\$ 389.00	1	\$ 389.00
Storage cabinet	Global™ Storage Cabinet Easy Assembly 48x18x78 Black	\$ 355.95	1	\$ 355.95
Cordless Tools	DEWALT 20V MAX Brushless 4-Tool Combo Kit DCK476D2	\$ 299.00	1	\$ 299.00
Hammer Drill	DWD520	\$ 139.00	1	\$ 139.00
Mechanics Tool Set	CRAFTSMAN 150-Piece Standard (SAE) and Metric Gunmetal Chrome Mechanics Tool Set CMMT12035	\$ 149.00	1	\$ 149.00
Screwdriver Set	CRAFTSMAN 25-Piece Acetate Handle Screwdriver Set CMHT65046	\$ 32.98	1	\$ 32.98
Hammer	16 OZ Smooth Face Rip Claw	\$ 17.98	1	\$ 17.98
Hammer	16 OZ Smooth Face Claw Hammer	\$ 9.98	1	\$ 9.98
Hammer	28 OZ Smooth Face Plastic Hammer	\$ 17.98	1	\$ 17.98
Mallet	16 OZ Rubber Mallet	\$ 6.98	2	\$ 13.96
Wire Strippers	CRAFTSMAN Wire Cutter/Stripper	\$ 13.98	1	\$ 13.98
Pliers	Tounge and Groove	\$ 12.98	1	\$ 12.98
Pliers	Locking Pliers 2-Pack	\$ 22.98	1	\$ 22.98
Pliers	Linemans Pliers	\$ 29.98	1	\$ 29.98
Pliers	Needle Nose	\$ 7.98	1	\$ 7.98
Wrenches	C-Wrench 8-inch black oxide	\$ 12.98	2	\$ 25.96
Hex Key Set	14-Key Metric and Standard	\$ 19.98	1	\$ 19.98
Tape Measures	25' 2-pack	\$ 19.98	1	\$ 19.98
Tape Measures	100'	\$ 14.98	1	\$ 14.98
Level	9"	\$ 3.18	1	\$ 3.18
Level	24" Craftsman	\$ 10.98	1	\$ 10.98
Level	48" Craftsman	\$ 15.98	1	\$ 15.98
Level	72" johnson	\$ 68.98	1	\$ 68.98
Utility Knives	CRAFTSMAN 3/4-in 3-Blade Retractable Utility Knife with On Tool Blade Storage	\$ 11.98	2	\$ 23.96
Hard Hats	Ratching Hard Hats	\$ 6.98	4	\$ 27.92
Safety Glasses	Clear 12 pack	\$ 10.56	1	\$ 10.56
Ear protection	Box of 200 pairs	\$ 19.95	1	\$ 19.95
Work Gloves	Cut Resistant	\$ 8.20	2	\$ 16.40
Ladder	6' Type 1A	\$ 79.96	1	\$ 79.96

Ladder	8' Type 1A	\$ 129.00	1	\$ 129.00
Ladder	12' Type 1AA Little Giant	\$ 316.00	1	\$ 316.00
	Honeywell Emergency Eye/Face Wash, 32 Oz. Double Bottle Station			
Eyewash Station		\$ 41.00	1	\$ 41.00
Traffic Cones	Standard 28" Lime	\$ 17.00	6	\$ 102.00
	Milwaukee 800-lb 4-Wheel Red Steel Convertible Hand Truck			
Hand Truck		\$ 159.00	1	\$ 159.00
	Milwaukee 1000-lb 4-Wheel Blue Resin Dolly			
Dolly		\$ 34.98	4	\$ 139.92
Extension Cord	2' Lighted	\$ 16.98	2	\$ 33.96
Extension Cord	25'	\$ 25.97	4	\$ 103.88
Extension Cord	50'	\$ 37.98	2	\$ 75.96
Extension Cord	100'	\$ 64.98	1	\$ 64.98
Scaffolding	25' Rolling Scaffold Tower	\$ 1,185.00	1	\$ 1,185.00
GALLERY				\$ 3,866.89
	gallerysystem.com #GTRw2 White 6.5 Foot	\$ 29.00	24	\$ 696.00
Art Track	gallerysystem.com #GTRw2 Anodized 6.5 Foot	\$ 26.00	6	\$ 156.00
	gallerysystem.com #EndcapA white			
Track End		\$ 0.90	26	\$ 23.40
	gallerysystem.com #EndcapA anodized			
Track End		\$ 0.90	4	\$ 3.60
	gallerysystem.com #HOCC Pushbutton Package of 10			
Hooks		\$ 78.00	10	\$ 780.00
	gallerysystem.com #HASC2 6.5' 10-pack			
Cable		\$ 69.00	8	\$ 552.00
	gallerysystem.com #HASC3 9.8' 10-pack			
Cable		\$ 82.00	8	\$ 656.00
	U.S. Art Supply 66" High Showroom Black Aluminum Display Easel and Presentation Stand (Pack of 10) - Large Adjustable Height Portable Floor and Tabletop Tripod, Holds 25 lbs, Paintings, Signs, Posters			
Easels		\$ 199.96	1	\$ 199.96
	SKIL 65-ft Red Beam Self-Leveling Cross-Line 360 Laser Level Kit			
Laser Level		\$ 99.98	1	\$ 99.98
	JBL EON208P Stereo PA and Dual Microphones Kit BH# JBEON208PCK			
Portable Speaker System		\$ 699.95	1	\$ 699.95
				\$ -
Event Lobby				\$ 17,344.75
	10 - 60" Round Wood Folding Table and Universal Table Cart Bundle			
Round Tables w/cart		\$ 1,446.04	1	\$ 1,446.04
	Titan Series™ 60" Round Wood Folding Table			
Round Table		\$ 119.00	4	\$ 476.00
	10 - TitanPRO™ 6' x 30" Plastic Folding Banquet Table and Banquet Table Cart Bundle			
Rectangular Tables- Plastic		\$ 959.89	1	\$ 959.89

Rectangular Tables- Wood	10 - TitanPRO™ 6' x 30" Heavy Duty Birchwood Folding Banquet Table and Banquet Table Cart Bundle	\$ 1,190.39	1	\$ 1,190.39
Cocktail Tables w/cart	30" Wooden Cocktail Table and Cart Bundle	\$ 1,197.76	2	\$ 2,395.52
Banquet Chairs	Teardrop Back Stacking Banquet Chair with Black Patterned Fabric - Silver Vein Frame Collection	\$ 40.32	140	\$ 5,644.80
Chair Dolly	Steel Stack Chair and Church Chair Dolly	\$ 26.46	10	\$ 264.60
Cocktail chairs	30" High Industrial Metal Barstool with Back Rest- Distressed Copper	\$ 74.99	40	\$ 2,999.60
Stools	Mesh Work Stools	\$ 257.00	3	\$ 771.00
TV	Vizio 70" TV	\$ 747.66	1	\$ 747.66
TV Stand	Peerless-AV SR575M SmartMount Full Featured Flat Panel TV Cart for 32" to 75" TVs	\$ 449.25	1	\$ 449.25
			\$	-
Catering Kitchen			\$	1,050.71
Coffee Maker	Avantco C10 12 Cup Pourover Commercial Coffee Maker with 2 Warmers- 120V	\$ 129.99	1	\$ 129.99
Water Pitchers	Choice 60 oz. Clear SAN Plastic Beverage Pitcher with 3 Spouts	\$ 2.25	12	\$ 27.00
Serving tray	Oval 27" Black Non-Skid Serving Tray	\$ 12.13	6	\$ 72.78
Serving Tray Stand	Lancaster Table & Seating 18 1/2" x 16 1/4" x 32" Folding Wood Tray Stand Mahogany	\$ 19.99	6	\$ 119.94
Water Dispenser w/ ice Core	Choice 3 Gallon Acrylic Beverage Dispenser with Ice Core and Fruit Infuser	\$ 26.78	3	\$ 80.34
Bar Towels	Choice 16" x 19" Blue Striped 32 oz. 100% Cotton Bar Towel - 12/Pack	\$ 5.44	5	\$ 27.20
Serving Utensil set	American Metalcraft 8-Piece Hammered Stainless Steel Vintage Buffetware Utensils Set	\$ 66.49	1	\$ 66.49
Desert Serving set	American Metalcraft Belaire 2-Piece Stainless Steel Dessert Utensils Set	\$ 12.99	1	\$ 12.99
Microwave	Whirlpool 2.2-cu ft 1200 Countertop Microwave (Fingerprint Resistant Stainless Steel) -WMC50522HZ	\$ 309.00	1	\$ 309.00
Floor Mat	Cactus Mat 2530-C10 VIP TopDek Junior 3' x 9' 10" Black Rubber Anti-Fatigue Floor Mat - 1/2" Thick	\$ 102.49	2	\$ 204.98
			\$	-

Main Lobby				\$	5,049.00
Popcorn Machine	Carnival King PM50R Royalty Series 12 oz. Red Commercial Popcorn Machine / Popper - 120V	\$ 499.00	1	\$	499.00
Bulletin Board	Enclosed Bulletin Board - Cork - Aluminum Frame - 24" x 36" - 1 Door	\$ 129.95	3	\$	389.85
Flashlights	Kootek 5 Pack Super Mini Flashlights LED Waterproof Zoomable	\$ 14.99	1	\$	14.99
Flashlights	Rechargeable Wall Mount- Maglite RL1019 LED Rechargeable Flashlight System with 120V Converter & 12V DC Auto Adapter, Black	\$ 83.08	2	\$	166.16
Portable Bar	Advance Tabco R-8-B High Volume Portable Bar with Stainless Steel Work Area - 95 3/4" x 24 1/2"	\$ 3,979.00	1	\$	3,979.00
Rolling Reception Desk				\$	-
POS Terminals/Ticket Printers					
Offices				\$	6,820.80
Desks/ Chairs/ Guest Chairs	National Business Furniture	\$ 5,971.78	1	\$	5,971.78
Office Whiteboard	Magnetic Glass Whiteboard - 72 x 48 - White	\$ 226.95	1	\$	226.95
Office Whiteboard	Magnetic Glass Whiteboard - 36 x 24 - White	\$ 81.95	1	\$	81.95
Drop safe	SentrySafe Front Loading Depository Safe DH-109E - 14"W x 15-5/8"D x 24"H, Black	\$ 359.95	1	\$	359.95
Shelving	Plano 961800 Plastic Shelving 36W x 18D x73-3/4"H Capacity 150 lbs	\$ 41.95	1	\$	41.95
Light	Desk Lamp with Clamp	\$ 49.99	2	\$	99.98
Chair Mat	Staples Chairmat For Low Pile Carpets 36x48, No Lip	\$ 38.24	1	\$	38.24
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
				\$	-
Dressing Rooms				\$	655.18
Chairs	HERCULES Series 1000 lb. Capacity High Density Black Fabric Stacking Chair with Sled Base	\$ 24.99	18	\$	449.82
Wire Shelving	Rubbermaid FreeSlide 8-ft x 12-in White Universal Wire Shelf	\$ 29.98	4	\$	119.92
Wire Shelving	Rubbermaid 20-Pack 12-in Support Brace	\$ 52.48	1	\$	52.48
Wire Shelving	Wall End Bracket- 25 Piece	\$ 20.48	1	\$	20.48

Wire Shelving	Fixed mount back clips	\$ 12.48	1	\$ 12.48
				\$ -
				\$ -
Stage				\$ 17,601.77
Stools	Winsome 29-Inch Square Leg Bar Stool, Black, Set of 2	\$ 44.55	2	\$ 89.10
Sound Computer	21.5 Inch iMac with 3.6ghz Processor	\$ 1,299.00	1	\$ 1,299.00
Sound/Lighting Ipad	Ipad Air 64GB Space Grey	\$ 499.00	1	\$ 499.00
Wenger Music	Separate Estimate	\$ 15,714.67	1	\$ 15,714.67
Wenger Risers	Asked for Estimate 2/12/2020			\$ -
				\$ -
				\$ -
Old City Hall				\$ 863.90
Calendar Whiteboard	MasterVision Magnetic 12 Month Planner Traditional Format, Steel Surface, 48"W x 36"H	\$ 154.95	1	\$ 154.95
Whiteboard	Melamine Dry Erase Whiteboard - 4' x 8' - Double Sided	\$ 109.95	1	\$ 109.95
Table	WorkTrend 6' Tapered Angled Steel Leg Boat Shaped Conference Table - 7 Colors!	\$ 599.00	1	\$ 599.00

**\CITY OF MONROE
BUDGET AMENDMENT
BA-2020-13**

1. Amendment to appropriate funding from donations received for the purchase of small equipment needed for Dowd Center Theatre operation in fiscal year 2020.

General Fund:

Revenues:

Other Financing Sources (Donations)	\$ 65,000
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Expenditures:

Culture & Recreation	\$ 65,000
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Adopted this the 3rd day of March 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: Lisa Strickland, Director of Finance

PREPARED BY: Monica Bulos, Purchasing Assistant

SUBJECT: Request for Ratification of Auction Results for 2003 Pierce Pumper

SUMMARY STATEMENT

Staff requests that General Services Committee approve a recommendation to ratify auction results for a 2003 Pierce Pumper used by the Fire Department.

REVIEW

Staff is requesting consideration from General Services Committee to ratify the results of an online auction for a 2003 Pierce Pumper Model Tilt Cab as defined by G.S. 160A-266 and City Code Section 34.02, after communications by staff the asset's fair market value was believed to be less than \$30,000.00. Staff was pleased and surprised after listing the 2003 Pierce Pumper for auction on GovDeals that the auction bid received was \$31, 275.00. Under State law and the City Code, for the City to dispose of an item without Council approval, the threshold is \$30,000.00. While the initial valuation was far below \$30,000.00, and the final bid was above \$30,000.00 it is the belief of staff out of an abundance of caution, that we request ratification of the auction results to reinforce the validity of the auction.

RECOMMENDATION

Staff recommends General Services Committee forwards to City Council requesting that Council ratify the results of the auction of the 2003 Pierce Pumper.

Attachment(s): Resolution R-2020-23

**RESOLUTION AUTHORIZING DISPOSAL BY AUCTION SALE
OF 2003 PIERCE PUMPER MODEL TILT CAB
R-2020-23**

WHEREAS, the City of Monroe (“City”), identified a 2003 Pierce Pumper (“Fire Truck”) used by the City’s Fire Department in Monroe, North Carolina that is no longer being utilized by the City of Monroe; and

WHEREAS, the City after review to determine the value of the 2003 Pierce Pumper, determined that the fair market value of the property is less than 30,000;

WHEREAS, North Carolina General Statutes §160A-266 and City Code Section 34.02 allow the City to privately dispose of personal property such as the 2003 Pierce Pumper when the fair market value of the property is less than \$30,000.00; and

WHEREAS, City Code Section 34.02 allows the City to dispose of the personal property by any method judged to bring the highest attainable price in money or other consideration; and

WHEREAS, the City used the electronic auction site, govdeals.com to auction the 2003 Pierce Pumper and the auction yielded a winning bid of \$31,275.00, which was significantly and pleasantly in excess of the anticipated fair market value of the Pierce Pumper; and

WHEREAS, while the auction yielded a bid higher than \$30,000.00, the City’s initial valuation of the fair market value was determined to be less and in good faith and allows the City to use the auction method of disposal without prior approval of Council; and

WHEREAS, out of an abundance of caution, the City believes that it is appropriate for the City Council to ratify the auction results for the 2003 Pierce Pumper.

NOW, THEREFORE, BE IT RESOLVED that the City Council ratifies the results of the auction held through the govdeals.com website by which a 2003 Pierce Pumper was sold in accordance with North Carolina General Statutes §160A-266 and City Code Section 34.02.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to take any and all action necessary regarding the disposal of the 2003 Pierce Pumper Model Tilt cab.

Adopted this the 3rd day of March 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: Lisa Strickland, Director of Finance

PREPARED BY: Monica Bulos, Purchasing Assistant

SUBJECT: Request for Ratification of Auction Results for 2008 Pierce Pumper.

SUMMARY STATEMENT

Staff requests that General Services Committee approve a recommendation to ratify auction results for a 2008 Pierce Pumper used by the Fire Department.

REVIEW

Staff is requesting consideration from General Services Committee to ratify the results of an online auction for a 2008 Pierce Pumper Model Tilt Cab as defined by G.S. 160A-266 and City Code Section 34.02, after communications by staff the asset's fair market value was believed to be less than \$30,000.00. Staff was pleased and surprised after listing the 2008 Pierce Pumper for auction on GovDeals that the auction bid received was \$51, 275.00. Under State law and the City Code, for the City to dispose of an item without Council approval, the threshold is \$30,000.00. While the initial valuation was far below \$30,000.00, and the final bid was above \$30,000.00 it is the belief of staff out of an abundance of caution, that we request ratification of the auction results to reinforce the validity of the auction.

RECOMMENDATION

Staff recommends General Services Committee forwards to City Council requesting that Council ratify the results of the auction of the 2003 Pierce Pumper.

Attachment(s): Resolution R-2020-24

**RESOLUTION AUTHORIZING DISPOSAL BY AUCTION SALE
OF 2008 PIERCE PUMPER ARROW XT
R-2020-24**

WHEREAS, the City of Monroe (“City”), identified a 2008 Pierce Pumper (“Fire Truck”) used by the City’s Fire Department in Monroe, North Carolina that is no longer being utilized by the City of Monroe; and

WHEREAS, the City after review to determine the value of the 2008 Pierce Pumper, determined that the fair market value of the property is less than 30,000;

WHEREAS, North Carolina General Statutes §160A-266 and City Code Section 34.02 allow the City to privately dispose of personal property such as the 2003 Pierce Pumper when the fair market value of the property is less than \$30,000.00; and

WHEREAS, City Code Section 34.02 allows the City to dispose of the personal property by any method judged to bring the highest attainable price in money or other consideration; and

WHEREAS, the City used the electronic auction site, govdeals.com to auction the 2008 Pierce Pumper and the auction yielded a winning bid of \$51,275.00, which was significantly and pleasantly in excess of the anticipated fair market value of the Pierce Pumper; and

WHEREAS, while the auction yielded a bid higher than \$30,000.00, the City’s initial valuation of the fair market value was determined to be less and in good faith and allows the City to use the auction method of disposal without prior approval of Council; and

WHEREAS, out of an abundance of caution, the City believes that it is appropriate for the City Council to ratify the auction results for the 2008 Pierce Pumper.

NOW, THEREFORE, BE IT RESOLVED that the City Council ratifies the results of the auction held through the govdeals.com website by which a 2008 Pierce Pumper was sold in accordance with North Carolina General Statutes §160A-266 and City Code Section 34.02.

BE IT FURTHER RESOLVED THAT the City Manager is hereby authorized to take any and all action necessary regarding the disposal of the 2008 Pierce Pumper.

Adopted this the 3rd day of March 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Outside Agency Funding Requests for Fiscal Year 2021 Budget

SUMMARY STATEMENT

This is a request to consider outside agency funding requests for the fiscal year 2021 budget.

REVIEW

Outside agency applications for funding requests for the fiscal year 2021 budget were due on January 24, 2020. Eligible applicants must be a non-profit organization that provides a service for the Monroe community. In order to be considered, the applicants were required to submit an original application that includes the following information:

- A copy of the list of the Board of Directors, permanent staff members and volunteers for the agency.
- A copy of the tax status determination letter from the IRS for your agency.
- A copy of the most recent independent audit of the agency.

The General Services Committee is requested to review applications and make recommendations to City Council for funding. All funding is based on City Council approval of the FY 2021 budget.

RECOMMENDATION

Staff requests that the General Services Committee consider funding requests and make recommendations to City Council for the fiscal year 2021 budget.

Attachment: Outside Agency FY 2021 Funding Requests

CITY OF MONROE
OUTSIDE AGENCY FUNDING HISTORY
2018 - 2021

ORGANIZATION NAME	2018 Actual OSA Funding	2018 In-Kind Funding	2019 Actual OSA Funding	2019 In-Kind Funding	2020 Adj Budget	2020 Estimated In-Kind	2021 Requested	2021 Estimated In-Kind	2021 Approved
A Few Good Men					10000		40,000		
Alliance for Children (U Smart Start/ UC Partnership for Children)	5,000		5,000		5,000		5,000		
American Red Cross- Union County Chapter	5,000		5,000		5,000		5,000		
Arc of Union County Inc	1,500		1,600		1,600		1,600		
Angel Shoes Inc							3,000		
Artists Music Guild	5,000		10,000		10,000		15,000		
Bridge To Recovery, Inc					2,500		5,000		
Central Academy of Technology and Art (Band Boosters)	1,500		1,500		2,000		4,000		
Common Heart							10,000		
Community Health Services of Union County, Inc.	5,000		8,000		20,000		35,000		
Council on Aging of Union County	4,000		4,000		5,000		20,000		
Friendship Missionary Baptist Church-Excel Enrichment Program							5,000		
Excel Enrichment Program							0		
HealthQuest	400		500		600		1,500		
HealthQuest- (Utility Subsidy)	2,648		2,648		2,650		2,650		
HELP Center Inc (HELP Pregnancy Center)							7,500		
Hospice of Union County							15,000		
Humane Society of Union County, Inc	2,500		2,500		3,000				
James Recreational Camps					2,375				
Literacy Council of Union County (Program Ended in 2019)	2,000		0		3,000				
Monroe Athletic Foundation (Monroe High Boosters Club)	5,000		5,000		5,000		10,000		
Monroe-Union County CDC – Administration	17,000		18,700		20,000		25,000		
Monroe-Union County CDC – Down payment Assistance			3,366		7,500		15,000		
Police Athletic League	7,000		7,000		7,000		7,000		
Turning Point, Inc. – Operating	15,000		15,000		15,000		15,000		
Union County Community Action, Inc.	25,000		25,000		25,000		25,000		
Union County Community Action, Inc. / Head Start (Utility Sub)	3,516	421,346	3,726	421,346	3,500	421,346	3,725	421,346	
Union County Community Arts Council	30,000	11,960	32,500	11,960	32,500	11,960	32,500	11,960	
Union County Community Arts Council (Utility Subsidy)	2,926		2,955		3,050		3,100		
Union County Community Shelter		19,416		19,416		19,416		19,416	
Union County Community Shelter/ (Utility Subsidy)	25,237		30,811		72,675		55,000		
Union County Crisis Assistance Ministry	25,000		30,000		30,000		30,000		
Union County Historic Preservation Commission	12,000		13,000		14,000		15,500		
Union County Public Schools		11,520		11,520		11,520		11,520	
Union County Youth Ballet	2,000		3,000		4,000		6,300		
Village Development Center			10,000		15,000		20,000		
TOTAL ANNUAL AGENCY REQUESTS	204,227	464,242	240,806	464,242	326,950	464,242	438,375	464,242	0
East Village Subdivision	7,820		5,184						
Utility Fees Waived/ Habitat for Humanity	14,280								
Utility Fees Waived/ Monroe-Union County CDC									
Utility Fees Waived/ Shining Light	12,984		0						
Utility Fees Waived/Various One Time (2018- JLJ SVCS)	15,108		33,970						
TOTAL ANNUAL REQUEST	235,935	464,242	279,960	464,242	326,950	464,242	438,375	464,242	0
Balance of Funding Allocated For:									
East Village Subdivision	0		0		589				
Utility Fees Waived-Various	0		0		30,000				
Monroe-Union County CDC – Down payment Assistance	0		23,350		15,850				
TOTAL BALANCE OF FUNDING ALLOCATED	0	0	0		46,439	0			0
Total Funding:	235,935	464,242	279,960	464,242	373,389	464,242	438,375	464,242	0

Items not requested- calculated estimates



STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: February 27, 2020

FROM: S. Mujeeb Shah-Khan, City Attorney

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

SUBJECT: Boggs Paving – Property Tax Refund Claim

SUMMARY STATEMENT

On August 2, 2018, Boggs Paving (“Boggs”) submitted a claim to the City Council providing a defense to property taxes paid and requesting a refund of \$135,471.09 in property taxes, interest and penalties paid from 2012-17 on machinery, equipment, leasehold improvements, furniture and fixtures. The refund request is pursuant to North Carolina General Statutes §105-381, which allows a request to be made within five years the tax first became due or six months after the tax was paid. A copy of the request is attached to this staff report.

On August 20, 2019, the City Council authorized a refund of \$45,876.19 to Boggs, which related to assets identified by the discovery audit, but in actuality were not present in North Carolina.

Of the original \$135,471.09 refund request, \$89,594.90 remains outstanding. For consideration today is a requested refund of \$32,934.13.

Staff is asking the Committee to act upon the recommendation below and forward the matter on to the full Council.

REVIEW

The City requires owners of machinery, equipment and other taxable assets (also known as business personal property) to pay property taxes on those assets. From 2012-16, Boggs paid taxes on business personal property that the City advised was located in the City.

As part of the process of locating taxable property outside of what City and County records showed, Union County located machinery, equipment, and other taxable assets belonging to Boggs that had not been previously included as property subject to property taxes. From tax years 2012-16, Boggs was assessed property taxes, penalties and interest on the assets that should have been listed and taxed. When the County does this type of “discovery” of assets, it notifies the City if the assets are located in the City. Once the City is told of those assets, the process of back billing for those taxes begins.

In the case of Boggs, it claimed that much of its business personal property is not kept within Monroe, except when it is temporarily in the City for projects. In the letter provided by Boggs, it states that the equipment is kept on Parcel 09143004H. The parcel is actually located adjacent to the City’s corporate limits, but it is outside the City.

As Boggs contends that the business personal property taxed by the City is not located within the City, it viewed the property taxes imposed on Boggs from 2012-16 as illegal taxes. As such, Boggs requested that the City agree with its position and refund \$135,471.09 in taxes, interest and penalties.

Typically, within ninety (90) days of a request being made, §105-381 requires that the City Council determines whether or not the taxpayer has a valid defense to the tax and if the tax should be refunded. However, given issues that arose with respect to the assets identified in discovery audit process, Boggs and the City and Union County agreed to place the request on hold until the parties could resolve issues and concerns.

After reviewing the Boggs defense, on August 20, 2019, the City Council authorized a refund of \$45,876.19 to Boggs, which related to assets identified by the discovery audit, but in actuality were not present in North Carolina.

Staff has reviewed the request and a subsequent letter provided by Boggs’ outside attorneys and has determined that an additional refund of \$32,934.13 is appropriate given that the assets taxed were not located within the City of Monroe, even though those assets were located within Union County. The remaining \$56,660.77 requested for refund is in the process of being reviewed by staff.

RECOMMENDATION

Staff requests that the General Services Committee recommend to Council to refund Boggs Paving \$32,934.13 in property taxes.

Attachments:

Boogs Paving’s August 2, 2018 Statement of Defense and Request for Release and Refund
(Exhibits not included)

January 21, 2020 Letter from Boggs Attorney to City Attorney



www.boggpspaving.com

August 2, 2018

City Council of the City of Monroe
300 W. Crowell Street
Monroe, NC 28112

Hand Delivered

RE: Statement of Defense and Request for Refund
Boggs Paving, Inc. ("Boggs" or "Taxpayer")

Dear Council Members,

Pursuant to North Carolina General Statute § 105-381(a)(3), Boggs Paving, Inc. (Boggs) hereby submits this Statement of Defense and Request for Refund for tax assessed by the City of Monroe (the "City") for tax years 2012 through 2016. As detailed below, a portion of the tax assessed by the City constitutes an illegal tax as the assets giving rise to the tax were not located within the jurisdiction of the City.

I. Background

The City assessed, and Boggs paid taxes on certain machinery and equipment assets allegedly owned by Boggs for tax years 2012-2016 as evidenced by the tax notices attached hereto as Exhibit A-1. The City also assessed, and Boggs paid taxes on certain leasehold improvements, office furniture and fixtures, and computer equipment and other as evidenced by the tax notices attached hereto as Exhibit A-5 and the tax listings attached hereto as Exhibit A-6.

In 2017, Union County conducted an audit and discovered additional machinery and equipment assets which Union County claims are subject to tax in Union County. Upon discovery of these assets, the City assessed Boggs for property tax on these items for tax years 2012-2016 as evidenced by the tax notices attached hereto as Exhibit A-7. On or about March 5, 2018, the City levied Boggs' bank account for 2017 taxes, including additional taxes assessed for 2012-2016 pursuant to the Union County audit and discovery.

II. Authority

North Carolina General Statute § 105-381(a), (a)(1)(b) specifically states that "a valid defense to the enforcement of the collection of a tax assessed upon his [taxpayer's] property...include[s] [a]n illegal tax". An illegal tax includes situations when property with no situs in the jurisdiction is taxed.

P.O. Box 1609 • Monroe, NC 28111-1609
Office (704) 289-8482 • Fax (704) 282-1126 • www.boggpspaving.com



www.boggs paving.com

Pursuant to § 105-381(a)(3) a taxpayer who has been assessed an illegal tax "may make a demand for the refund of the tax paid by submitting to the governing body of the taxing unit a written statement of his defense and a request for refund". Further, § 105-381(b), (c)(2) states that the governing body of the taxing unit must respond within 90 days after receipt of the request for refund, or the taxpayer may bring civil suit for the amount claimed.

III. Statement of Defense

The tax levied by the City on machinery and equipment is an illegal tax pursuant to North Carolina General Statute § 105-381(a)(1)(b). All of the machinery and equipment taxed by the City was located outside of the jurisdiction of the City.

Although Boggs's corporate offices are located at 1613 W. Roosevelt Boulevard, Monroe, North Carolina, no machinery and equipment is stored or otherwise located on this property. The only business property owned by Boggs that is located in the City is certain furniture, fixtures and office equipment located at Boggs' corporate office. Attached as Exhibit F are various maps and aerial images that show that there is no machinery and equipment located at Boggs' corporate offices in the City. Further, these images also show that the corporate offices are unsuitable for the storage of the type of machinery and equipment owned by Boggs.

In order to store our heavy equipment, Boggs employed the use of borrow pits outside City limits. Boggs machinery and equipment is stored on that certain property commonly known as Union County Parcel No. 09143004H (the "Storage Site"). When the machinery and equipment is not being used at a jobsite, the machinery and equipment is stored and maintained by Boggs at this property location. The location of the machinery and equipment is supported by the affidavit attached as Exhibit H-2.

Since all of the machinery and equipment owned by Boggs was located outside the City of Monroe any tax imposed on such machinery and equipment is an illegal tax. Boggs demands a refund of \$135,471.09, which is the amount of the illegal tax (including penalties and interest) assessed and paid by Boggs for tax years 2012 through 2017.

IV. Request for Refund

Boggs requests a refund in the amount of \$135,471.09, which constitutes the aggregate sum paid by Boggs for illegal taxes, penalties and interest assessed by the City of Monroe for tax years 2012-2017, as more particularly detailed below.

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www.boggspaving.com

Please contact me with any questions or inquiries.

Sincerely,

Boggs Paving, Inc.

A handwritten signature in cursive script, reading "Bernard Freismuth".

Bernard Freismuth, President

Enclosures

CC: Mr. Larry Faison
City Manager
300 W Crowell Street
Monroe, NC 28112

Bethany Hawver
Tax Collector
300 W Crowell Street
Monroe, NC 28112

P.O. Box 1609 • Monroe, NC 28111-1609
Office (704) 289-8482 • Fax (704) 282-1126 • www.boggspaving.com



CULP ELLIOTT & CARPENTER, P.L.L.C.

Attorneys at Law

*In memory of Partner
Douglas P. Munson
1958 - 1992*

*William R. Culp, Jr.
W. Curtis Elliott, Jr.
John Joseph Carpenter
Christopher E. Hannum
Paul M. Hattenhauer
Mark L. Richardson
Carl L. King
Richard A. Pelak
Stanton P. Geller
Benjamin H. Ellis
Jeffrey D. Barnes
William L. Mills, IV*

*Sydney J. Warren
Benjamin E. Dean
Clark H.C. Lacy
John R. Sechrist, II
Briani L. Bennett
John G. Hodnette
Andrew A. Dinwiddie
Logan T. Judy
Brie D. Maris*

January 21, 2020

Via Electronic Mail (mshahkhan@monroenc.org)

S. Mujeeb Shan-Khan
City Attorney
City of Monroe
300 W Crowell St
Monroe, NC 28112

RE: Statement of Defense and Request for Refund submitted by Boggs Paving, Inc.

Mr. Shan-Khan,

As you know, we represent Boggs Paving Inc. ("Boggs") with respect to a pending refund request with the City of Monroe, North Carolina (the "City"). We really appreciate you taking the time this past Tuesday to discuss the status of Boggs' refund request with us. Per your request, we are sending this letter to explain the basis for the refund request and outline the evidence supporting the same in an effort to assist the City's evaluation of the pending refund request.

As we discussed on Tuesday, this letter addresses only taxes levied by the City as a result of the 2017 audit related discovery on account #9037826, for which we now request a refund.¹ Specifically, we request a refund of: (1) additional taxes assessed for tax years 2012-2016, and (2) all taxes for 2017.

Referenced throughout this letter are various documents and images in support of Boggs' refund request enclosed herewith and listed numerically as follows:

1. 2017 Audit Discovery (letter from Union County).
2. 2017 Tax Bills and 2012-2016 Additional taxes (Main) (Account #9037826).

¹ Boggs also requests a refund for 2012-2016 taxes assessed by the City for account #9037826. The City's position is that these taxes are non-refundable under North Carolina General Statute § 105-381 because the property was listed on Boggs' business personal property tax listing. We disagree with the City's position and will address this issue by separate letter. Our position remains that Boggs is entitled to refund for an "illegal tax" regardless of whether the property assessed was listed on the business personal property listing filed by the taxpayer. Nothing in this letter shall constitute a waiver of any claim for refund of the original taxes assessed for tax years 2012-2016.

3. 2012-2016 Tax Bills (Office)(Account #9038048)
4. 2017 Tax Bill (Office) (Account #9038048)
5. GIS Office 2007, 2010, 2015 (aerial images).
6. Maps (office and borrow pit) (Aerial and GIS images).
7. Attached are images of machinery and equipment.
8. 2012-2016 Tax Bills (Main) (Account #9037826)
9. 2018-2019 Tax Bills.

Timeline of Events.

Date	Event
Fall 2017	Union County (the “County”) audited Boggs and discovered machinery and equipment (see Enclosure #1).The City, assuming these discovered assets were located in the City’s jurisdiction, assessed \$77,279.71 in taxes and \$1,545.61 in penalties and interest a (See Enclosure #2).
March 2, 2018	The City levied Boggs’ bank account to collect the \$78,825.32.
August 2, 2018	Boggs disputed that these discovered assets were located in the City and filed a refund request pursuant to NCGS § 105-381.
September 2018 – July 2019	By agreement of the County, City and Boggs, the audit was re-opened and it was determined that one of the assets (Asphalt Plant) was not located in Union County.
August 2019	As a result of this second audit, the County and City issued refunds for the taxes applicable to the discovered Asphalt Plant. Boggs’ received a \$45,876.19 refund from the City.

Claim for Refund.

Boggs is entitled to a refund of remaining \$32,949.13 of taxes, penalties and interest levied by the City as a result of the 2017 audit related discovery on account #9037826. These amounts constitute an illegal tax because it was assessed on property located outside of the City’s jurisdiction.

Location of Machinery and Equipment.

At all times during the tax years in question, Boggs used borrow pits outside the City limits (See Enclosure #6, Page 4) to store machinery and heavy equipment. Attached are various maps and aerial images showing the Boggs machinery and equipment being stored on property located outside the City (designated as Union County Parcel No. 09143004H as shown on Enclosure #6). When the machinery and equipment is not being used at a jobsite, the machinery and equipment is at all times stored and maintained at this property as shown in Enclosure #7.

While Boggs’ corporate offices are located at 1613 W. Roosevelt Boulevard, Monroe, North Carolina, no machinery and equipment are stored or have ever been stored on this property. The attached maps and aerial images from 2007, 2010, and 2015 prove that no machinery and equipment were located at Boggs’ corporate offices in the City (See Enclosure #5 and #6). Enclosure #7 shows the size of the various machinery and equipment assets owned by Boggs.

These images confirm that the corporate offices are unsuitable for storing the type of machinery and equipment owned by Boggs against which the City assessed taxes.

The County's focus during the re-opened audit was primarily whether any of the discovered assets were located in Union County. However, Boggs' refund request to the City applied to all discovered assets taxed by the City.² These discovered assets were not and have never been located in the City.

2018-2019 Tax Listings and Bills Support Refund.

As a point of clarification and as shown on Enclosures #3 and #8, Boggs has historically had two accounts for business personal property. One of these was historically the Boggs' office located in the City and the other was the Boggs' business personal property located in Union County but outside of the City limits as discussed above.

While Boggs maintains business personal property at the office location in the City, none of the discovered assets have ever been located at the Monroe office (or elsewhere in the City's jurisdiction). As you will notice from Enclosure #9 and as a result of the audit, Boggs' 2018-2019 tax listing and the tax bills from the City have been corrected to reflect that all of Boggs' property is located outside of the City's jurisdiction, except for a few items located in Boggs' Monroe office which have been billed separately each year under Account #9038048 (See Enclosures #3 and #9).³

The Taxes Levied by the City are an Illegal Tax.

As shown in Enclosures #5, #6, and #7, it is clear that the discovered assets were not and could not have been located in City's jurisdiction. Whether the City presumed that the discovered assets were located in the City's jurisdiction or whether the County incorrectly told the City that the assets were located in the City is irrelevant -- the taxes levied on such assets constitute an illegal tax because the assets are located outside the City, and the City therefore has no jurisdiction to tax such assets.

We do not claim that the City was acting in bad faith or maliciously, but simply assessed taxes against assets that are not located in the City's jurisdiction. Just as the City refunded the taxes applicable to the Asphalt Plant, the City is required to refund the taxes applicable to the other discovered assets which are not located in the City's jurisdiction. Pursuant to North Carolina General Statute § 105-381, Boggs is entitled to a refund for all such taxes.

Summary.

Boggs' was assessed and had its bank account levied for \$78,825.32 for discovered business personal property for tax years 2012-2016 and 2017. These assets are not located in the City's jurisdiction, and thus constitute an "illegal tax" under applicable law. Pursuant to North Carolina General Statute § 105-381, Boggs is entitled to a refund for all such taxes, penalties and interest

² To clarify, Boggs' refund request applied to more than just the \$78,825.32, but as mentioned above, this letter pertains only to the refund of the taxes arising out of the 2017 discovery/audit.

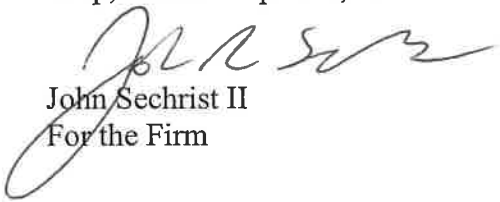
³ The BPP at Boggs' office in the City's jurisdiction were invoiced separately during the 2017 audit and this value (\$363.99, plus penalty and interest of \$7.27) and was not included in the \$78,825.32 (See Enclosure #4).

levied by and previously paid to the City. Boggs has received a refund of \$45,876.19. Accordingly, the balance of \$32,934.13 should also be refunded to Boggs.

Please let me know if you have any questions or are prepared to move forward with approval of a \$32,934.13 refund.

Regards,

Culp, Elliott Carpenter, PLLC



John Sechrist II
For the Firm

Enclosures

cc: Bernard Freismuth (via e-mail)
Richard Pelak (via e-mail)

1126483-2



STAFF REPORT

TO: General Services Committee

DATE: February 27, 2020

FROM: Larry Faison, City Manager

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Budget Amendment to Adjust Travel Allotment for Elected Officials

SUMMARY STATEMENT

The Mayor and Mayor Pro Tem relayed that there is a formal request for an increase to each Council Member's travel allowance by \$1,000. This allotment is to accommodate several Council Members that are traveling to the National League of Cities in March. A budget amendment is attached for consideration to facilitate this request.

REVIEW

The Council policy, originally adopted on August 21, 2001, is intended to provide Elected Officials a comprehensive reference for eligible payments or reimbursements for travel expenses pertaining to official city travel and subsistence while conducting official city business. A history of more recent changes/revisions to the policy are outlined as follows:

- June 3, 2014 Clarifications to the policy were made in regard to travel authorizations being submitted for review and approval by the City Manager prior to the travel date, specific costs covered when companions accompany the elected official and meal costs not exceeding the IRS per diem rate.
- Nov 4, 2014 Council voted to change the approval of travel authorizations from the City Manager to the Mayor.
- July 1, 2015 Council approved that the Mayor receive a \$6,000 travel allocation, the Mayor Pro Tem receive a \$5,000 allocation and Council Members receive a \$4,000 allocation. These funds are non-transferrable and left over funds will be returned to the General Fund at fiscal year-end.

- Nov 3, 2015 The travel policy was amended by City Council to reflect that City Council Discretionary Funds could not be used for Mayor or Council travel without Council approval.
- Oct 2, 2018 Council approved to remove the sentence “Portions of allocations shall not be transferred to the allocations for other elected officials.” This action allowed for the transfer of funds from one Council Member to another.
- July 1, 2019 Many revisions clarified various elements of the policy, but significant changes included elimination of coverage of spouse/companion travel expenses and changing the allocation for the Mayor and City Council to \$4,000 each. Any unused amount of an allocation is to be returned to the General Fund at the end of the fiscal year. Travel allocations were again non-transferrable.
- March 3, 2020 Increase allocation for the Mayor and City Council to \$5,000 each. Any unused amount of an allocation is to be returned to the General Fund at the end of the fiscal year. Travel allocations remain non-transferrable.

RECOMMENDATION

Recommendation of approval of Budget Amendment BA-2020-12 is requested to increase travel budget from \$4,000 to \$5,000 for the Mayor and each Council Member and amend the Travel Policy for Elected Officials (GA-02) to reflect this change.

Attachments: Travel Policy for Elected Officials (GA-02)
Budget Amendment BA-2020-12

	Policy: Travel Policy for Elected Officials	Effective Date: August 21, 2001
		Revision Effective Date: February 5, 2002, April 1, 2007, January 1, 2008; June 3, 2014, July 1, 2015, November 3, 2015; October 2, 2018; July 1, 2019, March 3, 2020
	Policy Number: GA-02	Page 1 of 6
	Bobby G. Kilgore, Mayor	<u>City Council</u> Responsible Party

SECTION 1. Purpose.

This policy provides City Elected Officials a comprehensive reference for eligible payments or reimbursements for travel expenses pertaining to official City travel and subsistence while conducting official City business as defined herein. Travel at the City's expense shall be for a designated public purpose, in support of official City business, and not for the purpose of campaigning for an office or position with any elected organization, professional or otherwise, position or person, or for a partisan political purpose.

SECTION 2. Applicability of Travel Policy.

This Policy is applicable to all Elected Officials serving the City of Monroe.

SECTION 3. General Policy.

1. An Elected Official traveling on official City business representing the City should exercise the same care in incurring expenses that a prudent person would exercise if traveling on personal business and expending personal funds.
2. Official travel expenses will be reimbursed in accordance with this Administrative Policy.
3. Officials authorized to use City credit cards may elect to use them instead of reimbursement; all receipts for expenditures must be submitted to the City Clerk in order for the expenditures to be approved.

SECTION 4. Definitions.

Authorizing Party. An individual authorized by this policy to approve or disapprove requests for travel, cash advances, travel reimbursements, etc.

Incidentals. Costs related to tips and telephone calls.

Official City Business. Travel that has a direct benefit to the City by enhancing the Elected Official's knowledge on various issues and responsibilities of local government or where the Elected Official is representing the City in their official capacity as a City Council Member. Examples of travel that would meet this requirement include, but are not limited to seminars and conferences offered by the National League of Cities, North Carolina League of Municipalities,

Policy No.: GA-02	Policy Name: Travel Policy for Elected Officials	Page 2 of 6
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North Carolina Legislative Conferences, ElectriCities and the Union County Chamber of Commerce. Travel and expenses related to partisan political activities or that are not directly beneficial to the City shall be paid for by the individual Elected Official without reimbursement by the City.

Reimbursements. All reimbursement requests shall be filed for approval and payment within five (5) working days after the travel period ends.

Requesting Party. The person who will be reimbursed for travel costs incurred while conducting City business or visiting for employment.

Subsistence. Subsistence is an allowance related to meals, based on actual expenses incurred by the Elected Official.

SECTION 5. General Guidelines.

1. Airline tickets, lodging, and registrations for the Elected Official will be paid directly by the City. All other costs will be paid directly by the requesting party, and will not be billed to the City. The Elected Official will be reimbursed for actual costs incurred only, subject to the limitations established in this Policy.
2. Travel requests shall be coordinated through the City Clerk. Travel authorization forms are to be submitted to the Mayor prior to the travel date. Travel authorization forms that include air travel should be submitted timely so that discount rates may be obtained.
3. The City Clerk will receive a copy of each approved Travel Authorization Form. The City Clerk will work with the City's Finance Director or his or her designee to determine if an unencumbered appropriation sufficient to cover the estimated cost of the approved travel remains in the Elected Official's travel allocation. If a sufficient balance remains in the Elected Official's travel allocation, the estimated travel cost will be encumbered. If the remaining balance in the Elected Official's travel allocation is insufficient to cover the estimated cost of travel and other monies are not yet available, the requesting Elected Official, the Mayor and City Manager will be notified by the City Clerk.
4. Elected Officials will have an annual individual travel allocation fund assigned to them in the amount of \$5,000. If any funds in an Elected Official's allocation remain unused by June 30 of any fiscal year, those funds shall be transferred to the City of Monroe's General Fund. No transfers are permitted from one Elected Official's allocation to another, except as expressly approved by City Council during a City Council meeting.
5. Elected Officials are unable to use their Council discretionary fund to pay for any travel.
6. Elected officials may make up any shortfall for travel through personal funds.

Policy No.: GA-02	Policy Name: Travel Policy for Elected Officials	Page 3 of 6
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SECTION 6. Travel Advances.

The City of Monroe will provide advance funds if the estimated expense exceeds \$100 or two night's stay.

SECTION 7. Specific Guidelines Relating to Transportation, Subsistence, and Other Cost.

1. Transportation.

Transportation may be through common carrier, personal vehicle, or rental vehicle pursuant to the following parameters:

A. Common Carrier:

- 1) Reimbursement for travel by air, rail, bus, or other common carrier shall not exceed the cost of coach fare or the economy rate in the chosen method of travel.
- 2) The Elected Official shall be personally liable for any charges assessed due to his/her failure to cancel their reservations within the time limit specified by carriers, unless the failure is due to circumstances beyond his/her control, or the change is made at the convenience of the City or in the event of accidents, serious illness or death within the individual's immediate family.

B. Personal Vehicle. An Elected Official may be reimbursed for the use of a privately owned vehicle at the federal government rate then in effect.

- 1) Reimbursement for use of a privately owned automobile shall not exceed the round trip coach air fare of all persons traveling in the car or the mileage allowance, whichever is the lesser. *For example: air fare between Charlotte to Los Angeles: \$315-\$730; mileage reimbursement: \$2661.78 (2,442 miles @ \$0.545) flying would be the least cost for three travelers, ['flight' 3x\$730: \$2190, or 3x\$315: \$945 vs 'auto' \$2,661 for the use of an automobile by three travelers]*
- 2) Mileage is payable to only one of two or more persons traveling on the same trip in the same vehicle. The names of all persons traveling on the same trip and in the same vehicle must be listed in the designated section of the travel and expense report.
- 3) The mileage rate is meant to cover all expenses incurred in using a privately owned vehicle, except for items such as parking fees, tolls, or storage fees which are reimbursable; receipts are required.

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C. Rental Vehicle. Rental vehicles are not to be used unless extenuating circumstances exist, has been substantiated, and use approved in advance by the Mayor.

D. Expenses claimed under this section must be supported by an original receipt.

2. Lodging.

The Travel Authorization Form shall include the lodging accommodations as a part of the travel.

A. Lodging accommodations will not be reimbursed by the City to attend conferences or meeting venues that are within 60 miles or 60 minutes of an individual's residence.

1) An extenuating circumstance and/or demonstrated hardship may be considered by the Mayor for the purpose of granting an exception to this provision.

2) Extenuating circumstances may include, but are not necessarily limited to: attending consecutive early morning sessions, or existence of extended periods of commuter congestion into the conference City, or having a reoccurring role as a Presenter or Panel member.

3. Subsistence.

Actual costs of meals (substantiated by receipts) or per diem allowance will be reimbursed. In no case, shall the City reimburse any meal greater than the per diem allowance as set forth by the Internal Revenue Service (IRS).

In all situations in which a City-issued credit card is used, a detailed receipt showing itemized purchases shall be submitted as a part of the Travel Reimbursement and Expense Report.

In some situations, it may be appropriate for the City to bear the cost for a business meal for other individuals. Receipt and supporting documentation as to the purpose shall be provided for the business meal as a part of the reimbursement request or credit card voucher. In no case, shall the cost of alcohol be reimbursed or paid by the City without reimbursement to the City by the Elected Official.

4. Spousal/Companion Travel Costs to Meetings, Seminars, and Conferences.

A. Spouse or companion travel will not be paid for by the City, and is not eligible as a reimbursable expense.

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- B. Additional costs for overnight stays at a hotel/motel for a spouse/companion shall be paid for by the Elected Official or reimbursed to the City (substantiated by receipts).

5. Telecommunication.

The City encourages use of the most cost effective means of telecommunication. The City provides Elected Officials with a monthly stipend for mobile phones which would normally cover most phone usage. However, there are calls of an official nature that may arise while an Elected Official is on official business that requires use of a hotel or venue telephone thereby incurring charges.

- A. Reimbursement may be provided to an Elected Official choosing to use the hotel or venue phone system for official calls. To be reimbursed, include the individual phone number, whom called, purpose, and the original hotel or phone bill.
- B. Other calls will not be reimbursed, unless valid supporting documentation is provided. Calls to place of employment or home are reimbursed provided the calls do not exceed ten minutes and are not more frequent than once a day.

6. Not Reimbursable.

There are items which are NOT reimbursable even though incurred during official City business, these items include, but are not necessarily limited to:

- A. Any miscellaneous expense not supported by a receipt;
- B. Meals included in registration fees;
- C. Alcoholic beverages;
- D. Movie rental;
- E. Snacks or drinks other than a meal;
- F. Any traffic fines;
- G. Clothing, equipment, supply/material purchases.

SECTION 8. Procedure for Travel Authorization.

1. Submission, approval and processing of reimbursement requests.

- A. A "Travel Authorization Form" will be completed by the Elected Official and/or City Clerk detailing the purpose of travel, destination, and estimated costs. This

Policy No.: GA-02	Policy Name: Travel Policy for Elected Officials	Page 6 of 6
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form must be signed off on by the Mayor preferably in advance of the travel, but prior to payment of registration fees, hotel reservations and reimbursement of City funds.

- B. The Travel Reimbursement Request and Expense Report will be prepared by the City Clerk for the Elected Official along with the necessary processing.
- C. The City's Finance Director or his or her designee will review so as to determine that:
 - 1) the requesting Elected Official first has funds remaining in their travel allocation fund sufficient to permit all or a portion of the travel paid for by the City at the time the Travel Authorization Form is submitted (if the funds available are sufficient only to permit payment by the City for a portion of the requested travel, then the Elected Official will be advised of the amount available to be paid by the City, and if the Elected Official wishes to undertake the travel, he or she will be responsible for all other travel expenses in excess of the amount available from their travel allocation);
 - 2) the Travel Reimbursement Request and Expense Report has been properly approved and that it is mathematically correct; and
 - 3) that requested reimbursements agree to submitted receipts, when required, and are within the limits set by this Policy. If an error in the reimbursement request is found, the requesting party will be informed and the error will be corrected before payment is made.
- D. If the amount received as a travel advance exceeds the reported travel expense, settlement shall be made at the time the Travel Reimbursement Request and Expense Report is submitted.
- E. City Credit Card. The use and availability of a City credit card is a convenience for charging expenses that are directly related to official City business having a valid public purpose. On the existence of two occasions that an Elected Official uses a City credit card or submits credit card charges for items that per diem was or will be paid, or, where there were prohibited items charged on a City credit card, the Elected Official's City credit card will be terminated for a twelve month period. Thereafter reinstatement of the Elected Officials credit card will be at the discretion of the Mayor.
- F. Forms: an appropriate format is to be developed and may be revised as necessary to accommodate the needs of the Mayor and City Council and the requirements of the Monroe Finance Department. Forms may include those to transmit Travel Authorizations, Travel Reimbursement Requests, Expense Reports, Travel Allocation Transfers, and any other category necessary to demonstrate the stewardship of public funds.

**CITY OF MONROE
BUDGET AMENDMENT
BA-2020-12**

1. Amendment to provide additional funding in fiscal year 2020 for travel allotments for the Mayor and City Council. Each are to be increased by \$1,000.

General Fund:

Revenues:

Appropriation of Fund Balance	\$ 7,000
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Expenditures:

General Government	\$ 7,000
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Adopted this the 3rd day of March 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk