CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, July 16, 2020 - 4:00 PM

AGENDA

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1. Minutes of the General Services Committee Meeting of February 27, 2020

2. Acceptance of FAA CARES Grant Award

3. Implementation of Airport Access Control Policy

4. Budget Amendment to Support Rate Increase for US Customs Service Agreement

5. Amendment to School Resource Officers Agreement with Union County Board of Education

6. Budget Amendment for DOJ Grant for COVID-19 Expenses in Police Department

7. Belk Tonawanda Park Phase 1-A Contract Award and Budget Ordinance

8. Ertel Construction Change Order #4

9. Budget Ordinance for Additional Funding for Science Center Exhibits

10. Water and Sewer Connection Fee Assistance Program Request

11. Resolution Designating Depositories

12. Budget Ordinance to Close Capital Projects

13. Name Change for Rehab Development, Piedmont Buggy Works; MBW Landlord, LLC to Buggy Landlord, LLC.

14. Amendment #2 to Promissory Note for DP Monroe

15. Budget Ordinance and Award of Bid for Wayfinding Signage Phase 2 & 3

Other Items

CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING
City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
February 27, 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:	Larry Faison, City Manager; Brian Borne, Assistant City Manager; Mujeeb Shah-Khan, City Attorney; Lisa Strickland, Finance Director; Mary Lou Connelly, Senior Budget Analyst; Ashley Ivey, Accounting Manager; Pete Hovanec, Director of Communication & Tourism; Bobby Manus, Police Lieutenant III; Jim Loyd, Director of Engineering; Tonya Edwards, Director of Parks & Recreation; Matthew Black, Downtown Coordinator; Bethany Hawver, Revenue Manager
Visitor(s):	Hayden Desio

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on February 27, 2020. A quorum was present. Chairman Keziah presided.

Item 1. General Services Committee Meeting Minutes from January 16, 2020.
Mayor Pro Tem Holloway moved to approve the Minutes of the General Services Committee Meeting of January 16, 2020.

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. 2007 Pinedell Avenue
Assistant City Manager, Brian Borne informed the Committee about a potential donation of property and Proposal for Inventory and Assessment Services for tax parcel ID# 09-232-258, 2007 Pinedell Avenue.

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.

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.

Mayor Pro Tem Holloway asked if the church was asking for anything in return for the donation. Brian Borne stated that he was told they wanted to give the property back to the City for use by citizens. The best way to do this would be through Parks &

Recreation programs. Finance Director Lisa Strickland mentioned that several years ago the City had waived some utility connection fees for the church.

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

<u>Item 3. PRONTO Incentive Grant, 109 S Main Street.</u>
Downtown Coordinator, Matthew Black presented a request 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.

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.

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 appropriate funds.

Mayor Pro Tem Holloway made a motion to recommend the PRONTO grant, resolution and 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

<u>Item 4. Approve Fiscal Year 2020 Audit Contract for City of Monroe.</u>
Accounting Manager, Ashley Ivey presented information regarding the contract for audit services for the City to Martin Starnes & Associates, CPA's, P.A. for the year ending June 30, 2020.

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.

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.

Committee Member McGee made a motion to recommend approval of the audit contract with Martin Starnes & Associates, CPA's, P.A. 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. Budget Amendment for Donation Received for Tree Planting.

Finance Director, Lisa Strickland presented a request to accept a $500 donation from John Thomasson for tree planting and requests a budget amendment.

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.

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.

Mayor Pro Tem Holloway made a motion to recommend approval by Council to accept the donation and appropriate and designate the funds and forward to full Council for approval.

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. "No Thru Trucks" Postings Franklin Street, NC 200 and Downtown Monroe.

Bobby Manus, Police Lieutenant III notified the Committee that Traffic officers were dedicated solely at times to enforcing thru trucks. Officers did see thru trucks, but the issue with that is that they have to follow them all through the City to make sure they aren't making deliveries, otherwise it's not a thru truck. Since January 28th they have ticketed 6 violations of thru trucks in the Downtown area.

Director of Engineering, Jim Loyd also gave the Committee more background on the history of the "no thru truck" effort.

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.

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

Committee Member McGee asked if there was an update on getting GPS updated to show this as a no thru trucks area. Staff replied that no they weren't aware of anything on that process. City Attorney Shah-Khan stated that you would have to discuss that with multiple platforms and that staff wouldn't know the process on this.

Visitor, Hayden Desio made a comment from the audience, but City Attorney Shah-Khan stated that he would be happy to answer questions of the Committee, but until the Chair of the Committee gave permission, he could not address the audience. Chairman Keziah stated that he didn't have a problem with anyone from the audience speaking during the meeting as long as they were polite.

Item 7. Budget Amendment to Purchase Small Equipment for Center Theatre.
Pete Hovanec presented a list of equipment and furnishings needed to ensure proper operations of the Dowd Center Theatre, which is nearing completion. The list includes roughly $65,000 in equipment that will be purchased through funds received from the Get Centered fundraising campaign.

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.

Committee Member McGee made a motion to recommend approval of the budget amendment and forward to City Council for approval.

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 8. Authorization to Dispose of a 2003 Pierce Pumper Model Tilt Cab.
Finance Director, Lisa Strickland presented a request to approve a recommendation to ratify auction results for a 2003 Pierce Pumper used by the Fire Department.

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.

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

Mayor Pro Tem Holloway made a motion to ratify the results of the auction of the 2003 Pierce Pumper 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 9. Authorization to Dispose of a 2008 Pierce Pumper Arrow XT.
Finance Director, Lisa Strickland presented a request to approve a recommendation to ratify auction results for a 2008 Pierce Pumper used by the Fire Department.

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.

Staff recommends General Services Committee forwards to City Council requesting that Council ratify the results of the auction of the 2008 Pierce Pumper.

Committee Member McGee made a motion to ratify the results of the auction of the 2008 Pierce Pumper 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 10. Outside Agency Funding Requests for Fiscal Year 2021 Budget.
Finance Director, Lisa Strickland presented the Committee with the Outside Agency funding requests received for the fiscal year 2021 budget.

Committee Member McGee asked if there were any prerequisites or if organizations were required to show how they used the prior funds received. Finance Director Strickland stated no, not at this time. We do require that they provide documentation of how they intend to use the funds and we can audit that. This hasn't been audited because Finance doesn't have the staff to do this. She stated that we could ask the question in the application so they could tell how it was used. We currently do have them outline what their other funding sources are.

The Committee went through each request and made the following recommendations:

A Few Good Men - $40,000 requested– motion by Mayor Pro Tem Holloway to approve $15,000 request, 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

Alliance for Children - $5,000 requested– motion by Committee Member McGee to approve $5,000 request, 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

American Red Cross – Union County Chapter - $5,000 requested– motion by Mayor Pro Tem Holloway to approve $5,000 request, 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

Angel Shoes Inc - $3,000 requested– motion by Committee Member McGee to approve $3,000 request, 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

Arc of Union/Cabarrus - $1,600 requested– motion by Mayor Pro Tem Holloway to approve $1,600 request, 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

Artists Music Guild - $15,000 requested– motion by Mayor Pro Tem Holloway to approve $10,000, 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

Bridge To Recovery, Inc. - $5,000 requested– motion by Committee Member McGee to approve $2,500, 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

Central Academy of Technology and Art (Band Boosters) - $4,000 requested– motion by Committee Member McGee to approve $2,000, 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

Common Heart - $10,000 requested– motion by Mayor Pro Tem Holloway to approve $10,000 but no office space is available in Monroe, 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

Community Health Services of Union County, Inc. - $35,000 requested– motion by Committee Member McGee to approve $20,000, 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

Council on Aging of Union County - $20,000 requested– motion by Committee Member McGee to approve $7,500, 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

Friendship Missionary Baptist Church-Excel Enrichment Program - $5,000 requested– Staff informed the Committee that the organization did not have a set of financial statements. Motion by Committee Member McGee to approve $5,000, 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

HealthQuest - $1,500 requested– motion by Mayor Pro Tem Holloway to approve $1,500 request, 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

HealthQuest (Utility Subsidy) - $2,650 estimate requested– motion by Mayor Pro Tem Holloway to approve $2,650 requested utility subsidy, 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

HELP Center Inc (HELP Pregnancy Center) - $7,500 requested– motion by Mayor Pro Tem Holloway to approve $7,500 request, 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

City Attorney Shah-Khan stated that the City would need to ensure that these funds were not used towards any religious counseling the organization might do.

Hospice of Union County - $15,000 requested. The Committee asked if this was owned by Atrium. The organization showed a lot of funding sources in their application. – motion by Mayor Pro Tem Holloway to approve $15,000 request, 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

Humane Society of Union County, Inc. - none requested; the Committee felt like this was an oversight by the organization. Ms. Strickland also stated they haven't requested their current FY2020 funding. Committee Member McGee asked if they knew to do that. Staff stated they had done this in the past and staff sends out notifications informing them if they were approved for funding and how to request the funds. –motion by Mayor Pro Tem Holloway to approve $3,000, 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

Monroe Athletic Foundation (Monroe High Boosters Club) - $10,000 requested–Motion by Mayor Pro Tem Holloway to approve $7,500 request, 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

Monroe-Union County Community Development Corporation - Administration - $25,000 requested–Motion by Committee Member McGee to approve $25,000 request, 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

Police Athletic League - $7,000 requested– motion by Committee Member McGee to approve $7,000 request, 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

Turning Point, Inc. - $15,000 requested–Motion by Mayor Pro Tem Holloway to approve $15,000 request, 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

Union County Community Action, Inc. - $25,000 requested– motion by Committee Member McGee to approve $25,000 request, 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

Union County Community Action, Inc. (Utility Subsidy) - $3,725 estimate requested– motion by Committee Member McGee to approve $3,725 estimate, 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

Union County Community Arts Council - $32,500 requested–Motion by Committee Member McGee to approve $32,500 request, 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

Union County Community Arts Council (Utility Subsidy) - $3,100 estimate requested– motion by Committee Member McGee to approve $3,100 estimate, 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

Union County Community Shelter (Utility Subsidy) - $55,000 requested–Motion by Mayor Pro Tem Holloway to approve $55,000 requested utility subsidy, 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

Union County Crisis Assistance Ministry - $30,000 requested–Motion by Mayor Pro Tem Holloway to approve $30,000 request, 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

Union County Historic Preservation Commission - $15,500 requested– motion by Mayor Pro Tem Holloway to approve $15,500 request, 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

Union County Youth Ballet - $6,300 requested–Motion by Mayor Pro Tem Holloway to approve $4,000 if they provide their financial statement, 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

Village Development Center - $20,000 requested–Motion by Committee Member McGee to approve $17,500, 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

Finance Director Lisa Strickland went through the remainder of items and reported on balances in those programs.

Item 11. Property Tax Refund Claim by Boggs Paving.
City Attorney, Mujeeb Shah-Khan presented to the Committee information about a property tax refund claim by Boggs Paving.

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.

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.

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

Mayor Pro Tem Holloway made a motion to refund Boggs Paving $32,934.13 in property taxes and forward to full Council for approval.

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 12. Budget Amendment to Adjust Travel Allotment for Elected Officials.

Finance Director, Lisa Strickland presented information to the Committee on 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.

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 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.

Committee Member McGee asked if the policy could be changed to allow Council to transfer funds from their discretionary funds allocation to their travel allocation to prevent the increases to travel budgets. He asked if this was done before. Staff stated they were always separate, but it was allowed for discretionary to be used for travel. City Attorney Shah-Khan stated that it used to be one total dollar amount budgeted for all of Council and not allocations per Council Member. Manager Faison also stated that over the last three to five years the policy has become more defined. Committee Member McGee made a motion to change the policy to allow discretionary funds to be used for travel. Mayor Pro Tem Holloway stated he didn't think discretionary funds should be used for travel that they should be kept separate. Chairman Keziah stated he believed the funds should be kept separate as well because discretionary funds are for giving to organizations in need. Committee Member McGee stated that he understood, but he was requesting this so when a Council member may need additional funds for a travel they can just use their discretionary funds to cover rather than having to come forward and ask for a budget amendment. Chairman Keziah stated that he'd rather sit down and figure out how much additional funds were needed for a trip and have Council approve a budget amendment for each case. He feels that discretionary should be kept separate from travel.

Mayor Pro Tem Holloway made a motion to approve the budget amendment to increase the Mayor and Council members allotment by the $1,000 and amend the Travel Policy for Elected Officials (GA-02) to reflect the change and forward to full Council for approval.

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

Other:

Brian Borne reminded the Committee of the discussion for Downtown parking area and parcels adjacent to the Science Center during the Budget retreat and a master planning effort. In talking to the Finance Director there is some money allocated in this year's FY2020 budget that was for parking and he feels like we can proceed with doing some of the master planning with that and move ahead with it. This is for information purposes only to the Committee; no action required.

There being no further business the meeting was adjourned at 5:00 p.m.

____
Committee Chairman, Lynn Keziah

STAFF REPORT

TO:	General Services Committee
VIA:	E.L. Faison, City Manager
DATE:	July 16, 2020
FROM:	Peter Cevallos, Airport Manager
PREPARED BY:	Peter Cevallos, Airport Manager
SUBJECT:	Acceptance of FAA CARES Grant Award

SUMMARY STATEMENT

The City has been awarded a grant under the Federal Aviation Administration's CARES act. Staff is requesting acceptance of the grant.

REVIEW

The Coronavirus Aid, Relief, and Economic Security (CARES) Act (H.R. 748, Public Law 116-136), signed into law by the President on March 27, 2020, includes $10 billion in funds to be awarded as economic relief to eligible U.S. airports affected by the prevention of, preparation for, and response to the COVID-19 pandemic.

Under this grant fund program, General Aviation airports will receive funds based on their airport categories; our Airport is classified as a "RED" Airport having regional impact to the National Air Transportation System. The City of Monroe was awarded $69,000, and is to be used for eligible expenditures which airport revenues may lawfully be used, pursuant to the FAA's Policy and Procedures Concerning the Use of Airport Revenue (Revenue-Use Policy). Such expenditures are defined as payroll, utility bills, operational expenses, or payment of debt service. The grant is a 100% federal grant with no local match required, and all grant acceptance documentation is handled at the State level as North Carolina is a block grant state (the FAA delegates grant administration authority and responsibility to our state). As this grant has already been accepted by the NC Division of Aviation, Department of Transportation, the funds the City is allocated are available. The only requirement is that the City submit receipts for reimbursement the Airport expenditures that are related to the COVID-19 pandemic.

This request was presented at the regularly scheduled meeting for June 2020 of the Monroe Airport Commission where it was unanimously voted to move forward to City Council for approval.

RECOMMENDATION

The Monroe Airport Commission and staff is requesting General Services Committee recommend to City Council to approve acceptance of the FAA CARES grant in the amount of $69,000 for the Airport operation expenditures in fiscal year 2021.

Attachment(s):
Budget Amendment 2020-19
FAA CARES Grant Agreement

\CITY OF MONROE
BUDGET AMENDMENT
BA-2020-19

Amendment to appropriate funding from the FAA CARES Grant received for the Airport operation expenditures in fiscal year 2021.

Airport Fund:

Revenues:

Restricted Revenue	$ 69,000

Expenditures:

Airport Operations	$ 69,000

Adopted this the 21st day of July 2020.

____
Bobby G. Kilgore, Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

May 22, 2020

Peter CEVALLOS
CITY OF MONROE
CHARLOTTE- MONROE EXECUTIVE AIRPORT
PO Box 69
MONROE NC 28111-0069

Request for Aid(Application)#:
WBS#: 36237.17.18.2
Agreement(PO)#: 2000039422
Project : CARES Grant

SUBJECT: Grant Execution and Notice to Proceed

Dear Peter CEVALLOS:

The NCDOT-Division of Aviation has completed the funding process for the above Request for Aid . An executed copy of the Grant Agreement for project CARES Grant will be placed in the mail. You are now authorized to begin work on this project. You are reminded that the project must be carried out in accordance with the terms and conditions of the Grant Agreement (including State Assurances and FAA Grant Assurances if applicable). The initial payment of this grant will be based on work accomplished and approval of claim (pay request) submitted in the Online Grants Management System. Progress payments require the following items be accomplished:

1) Submission of claim in the Online Grants Management System with all appropriate information completed and attached. The Projected Project Budget must conform to the information submitted in the claim before payments can be made.

2) The Grants Administrator recommends the Progress Payment approval after assuring that all current requirements of the Grant Agreement have been met.

Please remember the Grant Agreement requires this project be carried out in accordance with the terms of the Grant Agreement and the Program Guidance Handbook. This includes keeping the Division fully informed of progress on the project, notification of significant meetings, and submission of quarterly Project Status Reports (Form AV-502). Failure to adhere to these terms and conditions may be cause for cancellation of the grant.

Should you have any questions, please do not hesitate to contact the Division of Aviation Grant Administrator or your regional Airport Project Manager.

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION OF AVIATION
1560 MAIL SERVICE CENTER
RALEIGH, NC 27699-1560

Telephone: (919) 814-0550
Fax: (919) 840-9267

Website: www.ncdot.gov/aviation

Location:
RDU AIRPORT
1050 MERIDIAN DRIVE
MORRISVILLE, NC 27560

The NCDOT-Division of Aviation appreciates your commitment and contribution to our state aviation system. With aviation partners like you, North Carolina will continue to be First in Flight….

Sincerely,
Bobby L. Walston, P.E.
Director of Aviation

U.S. Department
of Transportation
Federal Aviation
Administration

CARES ACT AIRPORT GRANT AGREEMENT—STATE BLOCK GRANT

PART I – OFFER

Federal Award Offer Date	**May 21, 2020**
CARES Grant Number	**3-37-SBGP-060-2020**
Unique Entity Identifier	**027008819**

TO: **State of North Carolina Department of Transportation**
Grant

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the FAA has entered into a State Block Grant Program (SBGP) Memorandum of Agreement (MOA) with the State for the administration of Airport Improvement Program (AIP) Grant funds for airport planning, development, and noise program implementation projects conforming to 49 U.S.C Chapters 471 and 475, as permitted under 49 U.S.C. § 47128 at airports in the State (covered airports);

WHEREAS, the State, as an approved SBGP participant, has the administrative responsibility to administer AIP Grant funds for sponsors (or "subgrantees") of covered airports;

WHEREAS, the State has submitted, to the FAA, a Coronavirus Aid, Relief, and Economic Security Act (CARES Act or "the Act") Airports Grants Application dated **April 22, 2020,** for a Grant of Federal funds at or associated with the covered airports in North Carolina which is included as part of this Grant Agreement;

WHEREAS, the FAA has made a Grant Offer and the State has accepted the terms of FAA's Grant Offer;

WHEREAS, in consideration of the promises, representations and assurances provided by the State, the FAA has approved the Grant Application to provide CARES Act Airport Grant funds (herein called the "Grant") to the State for the covered airports;

WHEREAS, this Grant is provided in accordance with the Act, as described further below, to provide eligible States and subgrantees, who own or operate the covered airports, the funding awarded in this Grant to help offset a decline in revenues arising from diminished airport operations and activities as a result of the COVID-19 Public Health Emergency;

WHEREAS, CARES Act Airport Grant amounts to specific covered airports are derived by legislative formula;

WHEREAS, the purpose of this Grant is to maintain safe and efficient airport operations at the covered airports. Funds provided under this Grant Agreement must only be used for purposes directly related to the covered airports. Such purposes can include the reimbursement of an airport's operational and maintenance expenses or debt service payments. CARES Act Airport Grants may be used to reimburse operational and maintenance expenses directly related to the covered airports through subgrants awarded to the subgrantees listed below under Condition 1, incurred no earlier than January 20, 2020, and may be used to cover airport operational and maintenance expenses. Additionally, CARES Act Airport Grants funds may be used to reimburse a subgrantee for payment of debt service where such payments occur on or after April 14, 2020. Funds provided under the Grant and any subsequent subgrants issued by the State will be governed by the same principles that govern "airport revenue;" and

WHEREAS, new airport development projects may not be funded with this Grant, unless and until the Grant Agreement is amended or superseded by a subsequent agreement that addresses and authorizes the use of the funds for the airport development project;

NOW THEREFORE, in accordance with the applicable provisions of the CARES Act, Public Law 116-136, the representations contained in the Grant Application, and in consideration of, (a) the State's acceptance of this Offer; (b) the State's participation in the SBGP; and (c) the benefits to accrue to the United States, the State, the covered airports and the public from the funding provided by the Grant and in compliance with the conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% percent of the allowable costs incurred as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **$2,765,000.**

   The following amounts represent the calculation of the maximum total obligation above available under the provisions of the Act, provided to each covered airport according to CARES Act formulas:

Airport Name	LOC_ID	Amount
Macon County	1A5	$30,000
Jackson County	24A	$20,000
Montgomery County	43A	$20,000
Odell Williamson Municipal	60J	$20,000
Avery County/Morrison Field/	7A8	$30,000
Hyde County	7W6	$20,000

Henderson Field	ACZ	$30,000
Anson County - Jeff Cloud Field	AFP	$30,000
Gastonia Municipal	AKH	$30,000
Tri-County	ASJ	$20,000
Burlington-Alamance Regional	BUY	$69,000
Columbus County Municipal	CPC	$30,000
Clinton-Sampson County	CTZ	$30,000
Duplin County	DPL	$30,000
Elizabeth City CG Air Station/Regional	ECG	$30,000
Northeastern Regional	EDE	$30,000
Shelby-Cleveland County Regional	EHO	$30,000
Charlotte-Monroe Executive	EQY	$69,000
Tarboro-Edgecombe	ETC	$1,000
Davidson County	EXX	$69,000
Curtis L Brown Jr Field	EYF	$30,000
First Flight	FFA	$20,000
Rutherford County-Marchman Field	FQD	$69,000
Ashe County	GEV	$30,000
Wayne Executive Jetport	GWW	$69,000
Asheboro Regional	HBI	$30,000
Hickory Regional	HKY	$157,000
Henderson-Oxford	HNZ	$30,000
Harnett Regional Jetport	HRJ	$69,000
Billy Mitchell	HSE	$20,000
Smith Reynolds	INT	$157,000
Lincolnton-Lincoln County Regional	IPJ	$30,000
Kinston Regional Jetport at Stallings Field	ISO	$69,000
Halifax-Northampton Regional	IXA	$30,000
Johnston Regional	JNX	$69,000
Lumberton Regional	LBT	$30,000
Triangle North Executive	LHZ	$69,000
Martin County	MCZ	$20,000
Laurinburg-Maxton	MEB	$1,000
Dare County Regional	MQI	$69,000
Michael J Smith Field	MRH	$69,000
Foothills Regional	MRN	$69,000
Mount Airy/Surry County	MWK	$30,000

Washington-Warren	OCW	$30,000
Currituck County Regional	ONX	$30,000
Plymouth Municipal	PMZ	$20,000
Richmond County	RCZ	$20,000
Western Carolina Regional	RHP	$30,000
Mid-Carolina Regional	RUQ	$69,000
Rocky Mount-Wilson Regional	RWI	$69,000
Siler City Municipal	SCR	$30,000
Rockingham County Nc Shiloh	SIF	$30,000
Moore County	SOP	$69,000
Cape Fear Regional Jetport/Howie Franklin Field	SUT	$69,000
Statesville Regional	SVH	$157,000
Raleigh Regional at Person County	TDF	$30,000
Raleigh Exec Jetport at Sanford-Lee County	TTA	$69,000
Wilkes County	UKF	$69,000
Stanly County	VUJ	$30,000
Mount Olive Municipal	W40	$20,000
Ocracoke Island	W95	$20,000
Elkin Municipal	ZEF	$30,000

2. **Period of Performance.** The period of performance shall commence on the date the State accepts this offer. The end date of the period of performance is 4 years (1,460 calendar days) from the date of acceptance.

   The State may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR § 200.309). Unless the FAA authorizes a written extension, the State must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR § 200.343).

   The State must include a period of performance requirement, including start and end dates, in all subgrants made under this Grant Agreement. The State must establish a period of performance dates in each subgrant in a manner that allows the State to meet the closeout deadline for this Grant Agreement, taking into account the time necessary to closeout out all subgrants covered by this Grant Agreement.

   The period of performance end date shall not affect, relieve, or reduce State obligations and assurances that extend beyond the closeout of this Grant Agreement.

3. **Assurance for Subgrantees.** The State must insert all conditions and assurances contained within in this Grant Agreement into all subgrants issued under this Grant Agreement.

4. **Unallowable Costs.** The State and subgrantee shall not seek reimbursement for any costs that the FAA has determined to be unallowable under the CARES Act.

5. **Indirect Costs – Subgrantee.** The State may allow a subgrantee to charge indirect costs under this award by applying the indirect cost rate as approved by a Federal cognizant agency and as identified in the subgrant for allowable costs for subgrantee direct salaries and wages that are necessary for carrying out the Grant.

6. **Final Federal Share of Costs.** The United States' share of allowable Grant costs is 100%.

7. **Completing the Grant without Delay and in Conformance with Requirements.** The State must carry out and complete the Grant without undue delays and in accordance with this Grant Agreement, the CARES Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the State agrees to report to the FAA any disengagement from funding eligible expenses under the Grant and subgrants that exceed three months and request prior approval from FAA. The report must include a reason for the stoppage. The State agrees to comply with the attached assurances, which are part of this agreement and any addendum that may be attached hereto at a later date by mutual consent. These assurances, conditions, and any addendums apply to subgrants issued under this Grant as provided for in paragraph 3.

8. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the State.

9. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the State on or before **June 5, 2020,** or such subsequent date as may be prescribed in writing by the FAA.

10. **Improper Use of Federal Funds.** The State and subgrantees must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the CARES Act or other provision of applicable law, including subgrants. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the State or subgrantee, that were originally paid pursuant to this or any other Federal Grant agreement(s). The State or subgrantee must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The State or subgrantee must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the State or subgrantee, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

11. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or relate to this Grant Agreement or subgrants, including, but not limited to, any action taken by a State or subgrantee related to or arising from, directly or indirectly, this Grant Agreement.

12. **System for Award Management (SAM) Registration And Universal Identifier.** Unless the State or subgrantee is exempted from this requirement under 2 CFR § 25.110, the State and subgrantee must maintain the currency of its information in the SAM until the State submits the final financial report required under this Grant or receives the final payment, whichever is later. This requires that the State review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at: http://www.sam.gov).

13. Electronic Grant Payment(s). Unless otherwise directed by the FAA, the State must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

14. Reporting Subgrants and Executive Compensation.

A. State Reporting Requirements of Subgrants.
   1. In accordance with the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252), the State must report each action that obligates $25,000 or more in Federal funds for a subgrant to a subgrant recipient (subgrantee) unless the State is exempt. (More information can be found at 17 CFR 229.402(c)(2)).
   2. The State must report each subgrant at: http://www.fsrs.gov.
   3. The State must report the subgrant information no later than the end of the month following the month in which the obligation (the subgrant) was made. (For example, if the subgrant was made on November 7, 2014, the subgrant must be reported by no later than December 31, 2014.)
   4. The State must report the information about each obligating action specified in the submission instructions posted at: http://www.fsrs.gov.

B. State Reporting Total Compensation of State Executives.
   1. The State must report total compensation for each of its five most highly compensated executives for the preceding completed fiscal year, if—
      a. the total Federal funding authorized to date under this Grant is $25,000 or more;
      b. in the preceding fiscal year, the State received—
         (i) 80 percent or more of the annual gross revenues from Federal Grants, procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
         (ii) $25,000,000 or more in annual gross revenues from Federal Grants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and
         (iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http://www.sec.gov/answers/execomp.htm.
   2. The State must report its executive total compensation:
      a. As part of the State's registration profile at: http://www.sam.gov.
      b. By the end of the month, following the month in which this award is made, and annually thereafter.

C. State Reporting of Subgrantee Executive Total Compensation.
   1. Unless the Subgrantee is exempt, the State must report the names and total compensation of each of its subgrantee's five most highly compensated executives for each subgrantee in the preceding completed fiscal year, if—
      a. In the subgrantee's preceding fiscal year, the subgrantee received—
         (i) 80 percent or more of its annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subgrants); and

(ii) $25,000,000 or more in annual gross revenues from subgrants, Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subgrants); and

(iii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at: http://www.sec.gov/answers/execomp.htm.

2. The subgrantee must report subgrantee executive total compensation:
   a. To the State.
   b. By the end of the month following the month during which the State makes the subgrant. For example, if a subgrant is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), the subgrantee must report any required compensation information of the subgrantee by November 30 of that year.

D. Exemptions.
If, in the previous tax year, the State or subgrantee had gross income, from all sources, under $300,000, it is exempt from the requirements to report:
1. Subgrants; and
2. The total compensation of the five most highly compensated executives of any subgrantee.

15. **Financial Reporting and Payment Requirements.** The State will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, the State or subgrantee will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any expense which funds are provided under this Grant including subgrants. The State or subgrantee will include a provision implementing applicable Buy American statutory and regulatory requirements in all contracts related to this Grant Agreement, including subgrants.

17. **Audits for States.** All States and subgrantees must provide-a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The State must require this condition in all subgrants. The State and subgrantees must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at: http://harvester.census.gov/facweb/. Upon request of the FAA, the State or subgrantees shall provide one copy of the completed audit to the FAA.

18. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the State and subgrantees must:

A. Verify the non-Federal entity is eligible to participate in this Federal program by:

1. Checking the excluded parties list system as maintained within SAM to determine if the non-Federal entity is excluded or disqualified; or

2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

B. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g. subcontracts).

C. Immediately disclose to the FAA whenever the State or subgrantee (1) learns the State or subgrantee has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

19. Ban on Texting While Driving.

A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the State and subgrantees are encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

   a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

   b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

B. The State must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts.

20. Trafficking in Persons.

A. You as the recipient, your employees, subgrantees under this award, and subgrantees' employees may not —

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.

B. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subgrantee that is a private entity –

1. Is determined to have violated a prohibition in paragraph 19 A of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 19 A.1 of this award term through conduct that is either—

   a. Associated with performance under this award; or

   b. Imputed to the subgrantee using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

3. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A during this award term.

4. Our right to terminate unilaterally that is described in paragraph 19 A of this section:

    a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. § 7104(g)), and

    b. Is in addition to all other remedies for noncompliance that are available to the FAA under this award.

21. **Employee Protection from Reprisal.**

A. Prohibition of Reprisals –

1. In accordance with 41 U.S.C. § 4712, an employee of a Grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:

    a. Gross mismanagement of a Federal Grant;
    b. Gross waste of Federal funds;
    c. An abuse of authority relating to implementation or use of Federal funds;
    d. A substantial and specific danger to public health or safety; or
    e. A violation of law, rule, or regulation related to a Federal Grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

    a. A member of Congress or a representative of a committee of Congress;
    b. An Inspector General;
    c. The Government Accountability Office;
    d. A Federal office or employee responsible for oversight of a Grant program;
    e. A court or grand jury;
    f. A management office of the Grantee or subgrantee; or
    g. A Federal or State regulatory enforcement agency.

3. Submission of Complaint – A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this Grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint - A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General – Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy - Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

22. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal Grant agreement(s), including all terms and assurances related thereto, that have been entered into by the State and its subgrantees and the FAA prior to the date of this Grant Agreement.

SPECIAL CONDITIONS

1. **ARFF and SRE Equipment and Vehicles.** The State or Subgrantees agree to:

A. House and maintain the equipment in a state of operational readiness on and for the covered airports;

B. Provide the necessary staffing and training to maintain and operate the vehicle and equipment;

C. Restrict the vehicle to on-airport use only;

D. Restrict the vehicle to the use for which it was intended; and

E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of a vehicle and equipment.

2. **Equipment or Vehicle Replacement.** The State or Subgrantees agree to treat the proceeds from the trade-in or sale of equipment being replaced with these funds as airport revenue.

3. **Off-Airport Storage of ARFF Vehicle.** The State or Subgrantees agree to:

A. House and maintain the vehicle in a state of operational readiness for the covered airport;

B. Provide the necessary staffing and training to maintain and operate the vehicle;

C. Restrict the vehicle to airport use only;

D. Amend the Airport Emergency Plan to reflect the acquisition of the vehicle;

E. Within 60 days, execute an agreement with local government including the above provisions and a provision that violation of said agreement could require repayment of Grant funding; and

F. Submit a copy of the executed agreement to the FAA.

4. **Equipment Acquisition.** The State or Subgrantees agree to maintain State- or subgrantee owned-and-operated equipment and use for purposes directly related to the covered airport for which this Grant or a subgrant under it is made.

5. **Utilities Proration.** For purposes of computing the United States' share of the allowable airport operations and maintenance costs, the allowable cost of utilities incurred by the State or subgrantee to operate and maintain covered airport(s) included in the Grant or subgrant must not exceed the percent attributable to the capital or operating costs of the airport.

6. **Utility Relocation in Grant.** The State and subgrantee understands and agrees that:

A. The United States will not participate in the cost of any utility relocation unless and until the State or subgrantee has submitted evidence satisfactory to the FAA that the State or subgrantee is legally responsible for payment of such costs;

B. FAA participation is limited to those utilities located on-airport or off-airport only where the State or subgrantee has an easement for the utility; and

C. The utilities must serve a purpose directly related to the covered Airport for which the subgrant is made.

The State's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the State, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the CARES Act, constituting the contractual obligations and rights of the United States and the State with respect to the accomplishment of the Grant and subgrants and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the State's acceptance of this Offer and shall be binding on all subgrants issued by the State.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

TOMMY L DUPREE Digitally signed by TOMMY L DUPREE Date: 2020.05.21 11:31:14 -05'00'

(Signature)

Tommy L. Dupree

(Typed Name)

Acting Manager,

Memphis Airports District Office

(Title of FAA Official)

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Peter Cevallos, Airport Manager

SUBJECT: Implementation of Airport Access Control Policy

SUMMARY STATEMENT

Airport staff has drafted a policy that addresses access control onto the Airport.

REVIEW

Airport staff has drafted a policy that addresses access control onto the Airport. This policy was drafted because there is no written guidance on how access onto the Charlotte-Monroe Executive Airport for based customers and/or visitors is administered and managed. The policy defines the system, the administration, the operation, and the available support system that control access to the Airport. The policy is designed to reduce vulnerabilities and adopt consistent and appropriate security measures as recommended by the Transportation Security Administration for general aviation airports, addressing provisions for the safety and security of persons and property at the Airport.

The policy was coordinated through the City Attorney and Police Department, and presented at the June 2020 Monroe Airport Commission meeting where recommended action was taken to implement this policy. The policy was referred for City Council approval, but staff believes this item to be a staff policy that can be approved by the City Manager. The policy is being submitted to Council for information purposes only.

RECOMMENDATION

The Airport Access Control Policy is being provided for information only.

Attachment(s): MA-05 Airport Access Control Policy

PURPOSE

Classified as a general aviation airport and a designated primary reliever for the Charlotte-Douglas International Airport, the Airport serves regional corporate jets and private aircraft, and is home to over 100 based aircraft and two flight schools. The Airport is owned and managed by the City, which is responsible for management, operation, maintenance and security of the facility. To ensure the safety and security of persons and property at the Airport, the City utilizes an access control system that monitors and controls access. This policy defines the system, the administration, the operation, and the available support system that control access to the Airport. The policy is designed to reduce vulnerabilities and adopt consistent and appropriate security measures as recommended by the Transportation Security Administration for general aviation airports, addressing provisions for the safety and security of persons and property at the Airport.

ACCESS CONTROL SYSTEM - DESCRIPTION

The Airport is approximately 460 acres in size, with 20 buildings and structures:

- The Main Terminal serves as the focal point of the Airport and is where the Fixed Based Operation and Airport staff offices are located;
- Adjacent to the Main Terminal building, the U. S. Customs terminal is used for processing international corporate flights;
- Seven (7) hangar structures are leased either in their entirety, or house individual owned aircraft leasing space;
- Two (2) T-hangar buildings, each with ten individual storage units for single-engine sized aircraft;
- Three (3) privately owned hangars; and
- Six (6) structures that support Airport operations

Additionally, there is an aircraft ramp located adjacent to the terminal building and extends to the south west for transient aircraft, and two large aircraft parking areas with 72 tie-down spots for single-engine sized aircraft.

The Airport property is enclosed by a commercial-grade, chain-link fence. The airfield perimeter fence is 8 feet high with three strands of barbwire, and the apron perimeter fence is 6 feet high with three strands of barbwire. There are 22 gates located through the Airport's perimeter fence and four doors in the Main Terminal building that allow access to the Airport property (See Appendices 'A' & 'B'). 18 of these gates are manual gates that are chained and locked with City-issued "Master" locks, to which only City staff have access. The remaining four gates are electrically operated: Gate #1 (vehicle), Gate #2 (personnel), Gate #3 (personnel) and Gate #9 (vehicle), and three access doors located in the Airport terminal building provide access to the hangars and the aircraft parking ramps, and are most commonly used by Airport staff and visitors (as depicted in Appendix 'B').

Each of the aforementioned four gates has proxy-type card readers that allow an individual access onto the airfield when a valid ID card is held close to the reader. The vehicle gates will automatically close after a prescribed time limit, and the pedestrian gates have a magnetic lock that is time activated once the gate is closed. These gates are integrated into the Airport's access control system, which gives Airport staff the ability to open the gates remotely.

An IP camera system is utilized to assist security at the Airport. These cameras provide surveillance of the aircraft ramps, and of Vehicle Gates #1 and #9. The different Airport cameras are monitored by Airport staff at the Main Terminal and can be accessed remotely by the Police Department. The cameras are part of the City's network of IP cameras, with the images being recorded for approximately 60 days on the City's network servers. The video recordings provide a visual record that can be used to document activities and be used in an investigation.

ACCESS CONTROL SYSTEM - ADMINISTRATION

The City employs an access control system made up of "smart" cards and proxy-type card readers that control access to certain City facilities. The City's Human Resources Department issues "smart" identification cards to those City employees assigned to the Airport; these cards are programmed by the access control system to allow access to the City access points. As directed in City Policy HR-45, Employee Identification Badge Policy, each employee of the City is required to wear an identification badge at all times while working and/or on the City's premises. Employees wearing distinctive City uniforms are only required to have their identification badge in their possession. Airport Administration manages the Airport access cards, making the determination of who receives access to which areas of the Airport.

There are two types of access the Airport will grant: via access card issuance and via temporary access by opening the gate when a person contacts the Customer Service Representative. Persons directly related to a based aircraft, or having a legitimate reason requiring autonomous access to Airport property can request an Access Card (owners, pilots, maintenance personnel, etc.). Customers who sign a lease agreement are provided one card, with their Access Card being programmed based on their lease: tie-down customers are only given access to Gates #2 and #3, and Bulk hangar and T-hangar tenants are given access to Gate #9; additional cards are subject to Airport Manager approval. Access cards for Specialized Aviation Service Operations (SASO) are limited to those employees that need access to their facilities. Issuance of access cards to flight schools are limited to the instructors and employees.

The requestor must submit an access card application to Airport Administration (See Appendix ‘C’), and a documented request from the Airport-associated Company or hangar-designated representative. The requestor must also provide one of the following forms of identification: valid driver’s license or passport. Once approved by the Airport Manager, the Airport Administrative Assistant will issue an Access Card Agreement that the requestor must complete prior to the access card being issued (See Appendix ‘D’). When access is no longer needed, the requestor must contact the Airport and return the card. The access control system also allows temporary timed access by programming the card with a deactivation time.

By signing the Airport’s Access Card Agreement, each cardholder acknowledges that access is a privilege, and that any violation of these rules will result in the immediate revocation of the airfield access privileges. Specifically, the cardholder agrees to the following:

- **NO** smoking is permitted within the fenced area of the Airport (City Ordinance §130.10). The only designated smoking areas are in front of the Horne Terminal Building and in the terminal parking lot.

- **NO** vehicles will be permitted to drive on the ramps or taxiways without authorization and/or escort by Airport personnel.

- **NO** vehicle may be left unattended within the ramps or the hangar areas, unless in a designated parking area or for a special Airport event. This includes T-hangars, tie downs and bulk hangar areas.

- **NO** vehicle can follow another or allow another vehicle to be followed when entering the secure area (“Piggybacking”), unless the vehicle is under escort (PRIOR PERMISSION IS REQUIRED FOR ESCORT/ACCESS).

- **NO** video recording or live-streaming is authorized on Airport property without prior permission from the Airport Manager or Director of Communications & Tourism.

- **NO** sharing of cards will be permitted; Access Cards are for the designated person.

- Access after-hours does not permit a cardholder to operate bulk hangar doors, Airport equipment, etc. Unauthorized use of equipment or operation of hangar doors (does not include T-hangars), is **NOT** permitted. Use of Airport equipment and operation of bulk hangar doors must be performed by Airport personnel only.

The Airport conducts an audit of the access cards that have been issued at least once a year, or as needed if there is a discrepancy or security reason to conduct the audit. This audit includes coordination with the two flight schools. Should access no longer be needed or if the Airport Manager, in his sole discretion, determines that there is an issue where access needs to be terminated, then those cards will be deactivated.

Requests for entry for temporary access (event or special singular circumstance), including passengers, must be made by calling the Customer Service Representative on duty. The requestor should identify himself or herself and state their intended destination on the property. If deemed legitimate in the sole discretion of the Customer Service Representative, then the Representative will allow access, and annotate the access in the Airport Activity Log. Limousines or rental cars will be required to check in with the FBO counter at the Main Terminal to gain access, which is allowed only through Gate #1 located adjacent to the Main Terminal. Service vehicles will be allowed access to the main terminal ramp only, and will either be escorted, or under close surveillance, by Airport staff. Any vehicle given access shall be operated in accordance with established guidelines as specified in the Airport Rules & Regulations, and any operation agreements established by the City. Special events require proper coordination between Airport Management and event organizers so that Airport access can be granted.

No vehicle can follow another or allow another vehicle to be followed when entering the secure area ("Piggybacking"), unless the vehicle is under escort. When a vehicle is preparing to enter a secure area, each driver must wait for the gate to completely close behind the vehicle in front of them before presenting his/her badge at the reader. After entering the secure area, the driver must stop and wait for the gate to completely close. This prevents an unauthorized person from following through the gate into the secure area.

Prior permission must be requested if multiple vehicles need to enter Airport property together. If the gate malfunctions and does not close, the driver needs to contact the Airport and remain at the gate until an Airport representative arrives.

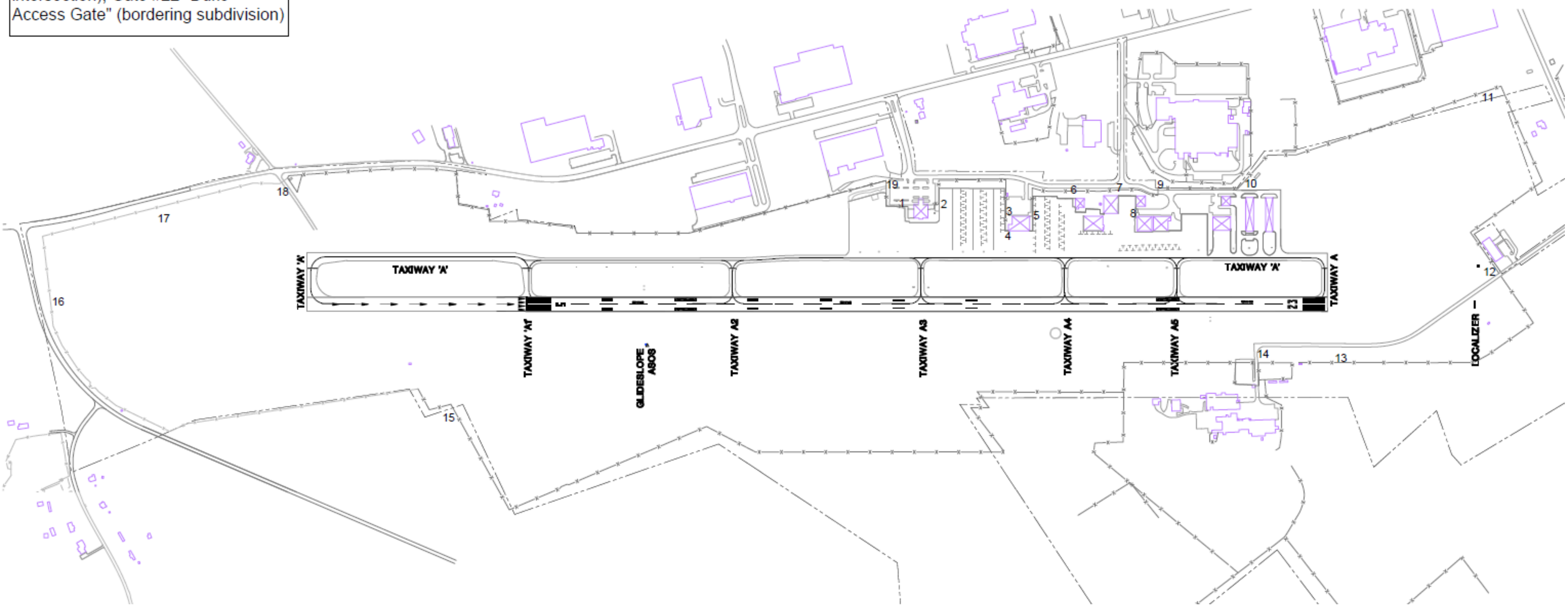
ACCESS CONTROL SYSTEM – SUPPORT & REPORTING

Law Enforcement Officer (LEO) Support. The Monroe Police Department provides LEO support at the Airport. However, in the event of an emergency, staff and tenants should contact 911 for immediate assistance.

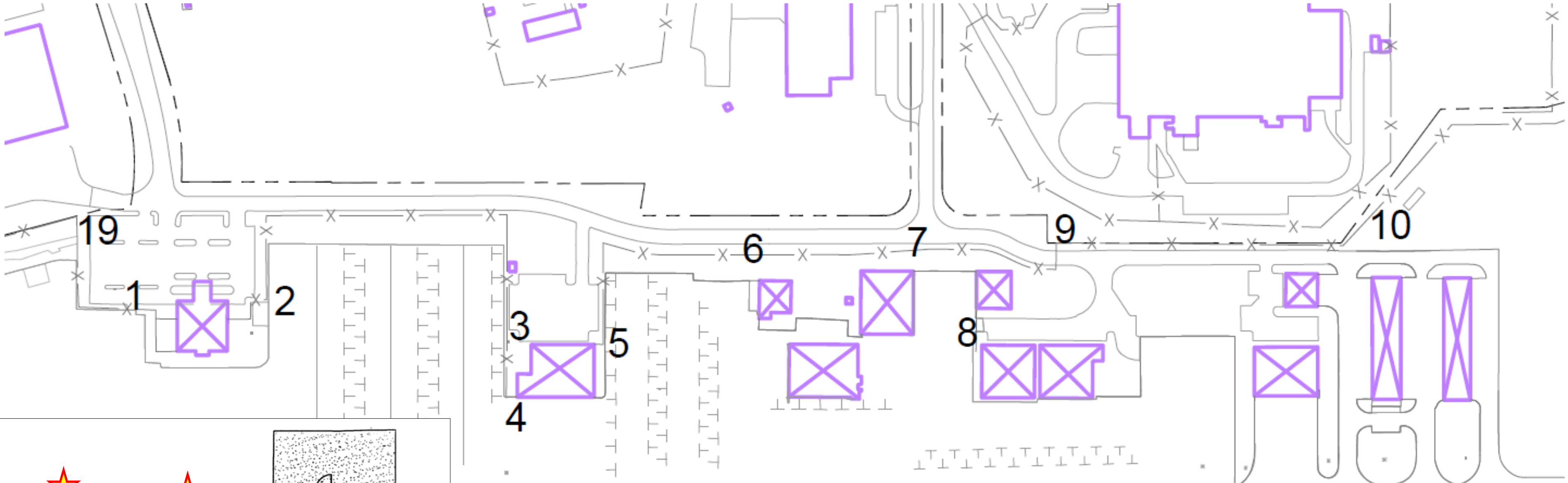
It is essential that every Airport employee, tenant, and user is familiar with reporting suspicious circumstances on Airport property. There are two ways that persons can report suspect activities. The first method is to report the suspect activity to Airport management. Often times reporting to Airport management quickly and easily resolves the legitimacy of an activity. If Airport management is not available to respond, the Monroe Police Department should be contacted by either alerting the police officer on duty, or calling 911. This is the preferred method if the situation appears to be immediate and potentially dangerous.

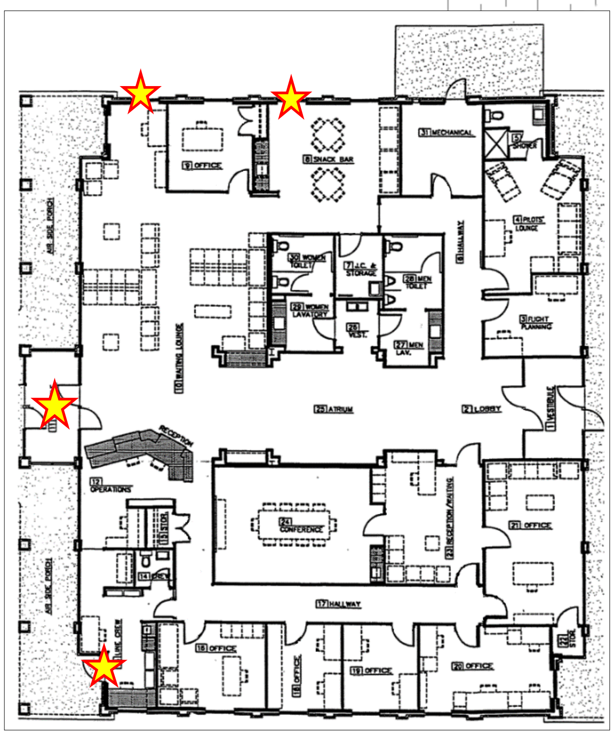
Appendix A - Charlotte-Monroe Executive Airport Perimeter Fence Map, With Access Gates Identified

Three (3) additional gates located around "40-South" property: Gate #20 (facing Gate #16); Gate #21 (~450 ft. past Goldmine Rd. intersection); Gate #22 "Duke Access Gate" (bordering subdivision)



Appendix B - Charlotte-Monroe Executive Airport Perimeter Fence (Terminal Area Inset) and Terminal Building Map, With Access Points Identified





★ = Terminal Doors- Airport Access

Appendix C- Charlotte-Monroe Executive Airport Access Card Application

CHARLOTTE MONROE EXECUTIVE AIRPORT

AIRFIELD ACCESS APPLICATION

GATE CARD FEE: $30.00 PER CARD *

** = Lease tenants receive one (1) Gate Access Card at no charge*

TODAY'S DATE: ____________________

NAME: ___________________________________

IF APPLICABLE, COMPANY: ___________________________________

ADDRESS: ___________________________________

____

PHONE: ___________________________________

EMAIL: ___________________________________

REASON FOR ACCESS: ____

IF APPLICABLE, AIRCRAFT TAIL NO.: _______________________________________

REQUESTOR SIGNATURE: ____

FOR FLIGHT SCHOOLS:

AUTHORIZING SIGNATURE: ____

FOR AIRPORT USE ONLY:

SUPPORT DOCUMENT PROVIDED: ______________________________________

AIRPORT MANAGER APPROVAL: ____

BADGE NO: ____

ACCESS: ____

DATE ISSUED: ____

Appendix D- Charlotte-Monroe Executive Airport Access Card Agreement

CHARLOTTE
MONROE
EXECUTIVE AIRPORT

ACCESS CARD AGREEMENT

I, ___________________________, have read, understand and agree to the following restrictions for personnel and vehicle access to the Charlotte-Monroe Executive Airport.

- **NO** smoking is permitted within the fenced area of the Airport (City Ordinance §130.10). The only designated smoking areas are in front of the Horne Terminal Building and in the terminal parking lot.
- **NO** vehicles will be permitted to drive on the ramps or taxiways without authorization and/or escort by Airport personnel.
- **NO** vehicle may be left unattended within the ramps or the hangar areas, unless in a designated parking area or for a special airport event. This includes T-hangars, tie downs and bulk hangar areas.
- **NO** vehicle can follow another or allow another vehicle to be followed when entering the secure area ("Piggybacking"), unless the vehicle is under escort (PRIOR PERMISSION IS REQUIRED FOR ESCORT/ACCESS).
- **NO** video recording or live-streaming is authorized on Airport property without prior permission from the Airport Manager or Director of Communications & Tourism.
- **NO** sharing of cards will be permitted; Access Cards are for the designated person.
- Access after-hours does not permit a card holder to operate bulk hangar doors, Airport equipment, etc. Unauthorized use of equipment or operation of hangar doors (does not include T-hangars), is **NOT** permitted. Use of Airport equipment and operation of hangar doors must be performed by Airport personnel only.

Only persons directly related to the aircraft or business on the Airport will be allowed Access Cards (owners, pilots, maintenance personnel, etc.). All others, including passengers, must request entry via the key pad or cell phone.

Safety is our highest priority and airfield access is a privilege. Any violation of these rules will result in the immediate revocation of the airfield access privileges.

It will be your responsibility to return the Access Card to the customer service desk at the main terminal building when access is no longer needed.

CARD HOLDER SIGNATURE: ____

CARD HOLDER NAME: ____

AIRCRAFT TAIL NUMBER/AIRPORT BUSINESS: ______________________________

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Peter Cevallos, Airport Manager

SUBJECT: Budget Amendment to Support Rate Increase for US Customs Service Agreement

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SUMMARY STATEMENT

Staff is requesting a budget amendment to support a rate increase in the service agreement between the City and US Custom Border Protection Agency, for customs processing services at the Charlotte-Monroe Executive Airport. The budget amendment is necessary to keep the services active as to support the corporate aviation operators that utilize that service at the Airport.

REVIEW

To have Customs processing the Airport, the City participates in the US Custom and Border Protection Agency (CBP) the User Fee Facility (UFF) program. CBP created the UFF program in 1984 to expand customs services at locations where the volume or value of business is insufficient to justify the availability of full-time inspectional services on a non-reimbursable basis. The City of Monroe signed an agreement with CBP in 2011 to participate in this program, which the Airport is one of 60 small airports in the US that provide this service.

The current flat rate fee the City pays to be in this User Fee Facility (UFF) program is $123,438 a year, divided into four quarterly payments. The City has received notification from the Customs Border Protection (CBP) of a pending rate increase for their services because the agency has seen significant changes to salary, cost of living, benefits, and pay level for CBP employees. CBP has assessed the need to transition the UFF program from its current flat rate to a full cost recovery approach in order to remain compliant with current federal employment regulations. The new fee amount that CBP intends to collect will be based on the salary with benefits of the CBP Officers assigned to the UFF facility. An additional administrative charge for administrative overhead cost shall be collected to reimburse CBP for compensation and/or expenses of CBP Officers performing reimbursable services. The new rate CBP is requesting the City pay is calculated to be a maximum of $171,764 a year, which is an increase of $48,326 over the current budgeted amount of $123,438.

CBP officials have requested the City provide a formal response by August 14 if it agrees to continue services at this new rate; currently customs processing services are paused at the Airport until the City provides a response.

The Airport Manager has confirmed with the largest operators at the Airport SPX Inc, and Charter Jet Transport that the availability of customs processing has a definitive impact to their aircraft operations, and any termination of this service would be seriously factored in their decision to be at the Airport. In addition, the Airport has grown in sufficient size and standing in the corporate aviation industry that eliminating customs processing would set back the growth the Airport has seen in recent years.

RECOMMENDATION

Staff is requesting that the General Services Committee recommends that City Council approve the necessary budget amendment to support the rate increase from CBP for customs processing at the Airport.

Attachment(s):

Budget Amendment BA2020-23, CBP Rate Increase

CITY OF MONROE
BUDGET AMENDMENT
BA-2020-23

Budget amendment necessary to support the rate increase in the service agreement with US Customs Border Protection Agency to conduct customs processing at the Charlotte-Monroe Executive Airport:

General Fund:	
Revenues:	
Appropriation from Unassigned Fund Balance	$48,326
Expenses:	
Transfer to Airport Fund	$48,326
Airport Fund:	
Revenues:	
Transfer from General Fund	$48,326
Expenses:	
Airport Operations	$48,326

Adopted this 21st day of July 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: J. Bryan Gilliard, Chief of Police

PREPARED BY: Lisa Strickland, Finance Director
J. Bryan Gilliard, Chief of Police

SUBJECT: Amendment to School Resource Officers Agreement Between City of Monroe and Union County Board of Education

SUMMARY STATEMENT

City Council is requested to authorize the City Manager to amend the School Resource Officer Agreement with Union County Board of Education and consider a budget amendment to designate funding for two additional part time positions in the Police Department.

REVIEW

The City of Monroe and the Union County Board of Education entered into an agreement for a School Resource Officers on July 1, 2009. The School Board has requested that the City of Monroe provide two additional part time police officers for a total of four officers that would be assigned to Union County Public Schools. Per the contractual agreement, the School Board agrees to reimburse the City for 100% of the actual costs of the police officer including salary and benefits. Staff is requesting authorization for the City Manager to execute a new agreement for two additional officers with the Union County Board of Education.

Staff is also requesting two additional part time police officer positions be added to the authorized positions within the Police Department. A budget amendment in the amount of $42,543 is proposed to provide funding for these positions. As mentioned above, 100% of the costs of this position will be reimbursed by the School Board. The police department has adequate funds in their current fiscal year budget to provide equipment and uniforms.

RECOMMENDATION

Staff requests that General Services Committee provide a favorable recommendation and forward to full Council for approval of the following:

1. Council adopt a Resolution authorizing the City Manager to sign the School Resource Officer Agreement with the Union County Board of Education.
2. Council authorize two additional part time police officer positions.
3. Council approve Budget Amendment BA-2020-20 to provide funding for the additional police officer positions that will be assigned to Union County Public Schools.

Attachments: Resolution R-2020-49
Budget Amendment BA-2020-20

RESOLUTION AUTHORIZING APPROVAL OF AMENDMENT TO AGREEMENT WITH UNION COUNTY BOARD OF EDUCATION FOR SCHOOL RESOURCE OFFICERS
R-2020-49

WHEREAS, the City of Monroe will provide two additional part time Police Officers to work as School Resource Officers for Union County Public Schools;

WHEREAS, the City of Monroe and the Union County Board of Education wish to amend the current agreement for Two School Resource Officers to include an additional two part time School Resource Officers.

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby authorizes the City Manager to sign an Agreement with the Union County Board of Education to provide two additional School Resource Officers.

Adopted this 21st day of July, 2020.

Attest:

____
Bobby G. Kilgore, Mayor

____
Bridgette H. Robinson, City Clerk

CITY OF MONROE
BUDGET AMENDMENT
BA-2020-20

1. Amendment necessary to provide funding in fiscal year 2021 for the addition of two part time police officers to serve as School Resource Officers at Union County Public Schools. Reimbursement to the City is based on the contractual agreement with the Union County Board of Education.

General Fund:

Revenues:

Miscellaneous (Reimbursement from UCPS)	$ 42,543

Expenditures:

Public Safety	$ 42,543

Adopted this the 21st day of July 2020.

____
Bobby G. Kilgore, Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

STAFF REPORT

TO:	General Services Committee
VIA:	E.L. Faison, City Manager
DATE:	July 16, 2020
FROM:	J. Bryan Gilliard, Chief of Police
PREPARED BY:	Captain David M. Morton
SUBJECT:	U.S. Department of Justice/Bureau of Justice Assistance Grant

SUMMARY STATEMENT

Budget Amendment to designate and appropriate funds for grant from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance for Coronavirus Emergency Supplemental Funding.

REVIEW

The Police Department has received a grant from the United States Department of Justice, Office of Justice Programs, Bureau of Justice Assistance. This grant is from the federal government in the amount of $46,776. The grant is being provided for Coronavirus Emergency Supplemental Funding to be used for personal protective equipment (PPE) for the Monroe Police Department. There is not a match requirement for this grant. Council is requested to accept the grant and approve a budget amendment to designate and appropriate funds.

RECOMMENDATION

Staff requests General Services Committee forward a recommendation to City Council to:

1. Adopt Budget Amendment designating and appropriating the funds.
2. Authorize the City Manager to execute the grant agreement.

Attachment: Budget Amendment BA-2020-21

CITY OF MONROE
BUDGET AMENDMENT
BA-2020-21

1. Amendment necessary to designate and appropriate funds received from the Justice Assistance Grant to be spent for the Coronavirus Emergency Supplemental Funding for personal protective equipment for the Police Department.

General Fund:

Revenues:	
Intergovernmental Restricted	$46,776
Expenditures:	
Public Safety	$46,776

Adopted this the 21st day of July 2020.

____
Bobby G. Kilgore, Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Tonya Edwards, Parks and Recreation Director

PREPARED BY: Tonya Edwards, Parks and Recreation Director

SUBJECT: Belk Tonawanda Phase 1-A Contract Award and Budget Ordinance

SUMMARY STATEMENT

The General Services Committee is requested to consider a recommendation to Council for the awarding of a contract in the amount of $188,225 to Anson Contractors Inc. for the construction of Phase I-A of the Belk Tonawanda Park Expansion Project, and to approve a budget ordinance in the amount of $55,897 for additional funds needed to complete this project.

REVIEW

A Budget Ordinance was approved in the amount of $163,553 by Council on July 16, 2019 for the design and construction of a parking area, pedestrian path, and sign for a new entrance to Belk Tonawanda Park at 720 Charlotte Ave. Included in this amount was a consultant fee for the design and bid documents of $17,725 leaving a total of $145,828 for the construction of this project and the fabrication and installation of the sign. During the design phase, additional soil testing and surveying was needed with an associated cost of $6,500 which reduced the available funds for the sign and construction to $139,328. Bids were received from four contractors on May 28th for the construction of this project with Anson Contracting, Inc. providing the lowest bid in the amount of $188,225. In addition, $7,000 will be needed for the fabrication and installation of the entrance sign bringing the total cost for the project to $219,450 and requiring a budget ordinance in the amount of $55,897 to move forward.

RECOMMENDATION

Staff recommends that the General Services Committee approve and forward to Council the award of the bid in the amount of $188,225 to Anson Contracting, Inc., approval of the budget ordinance BO-2020-09, and authorize the City Manager to execute any and all necessary documents.

Attachments: Bid Tabulation
BO-2020-09

Belk Tonawanda Park - Phase 1A
Monroe, NC
6/10/2020 @ 2:00PM
Bid for Single Prime

Contractor	License No.	Type	Class	Bid Bond	GFE	MBE%	Addendum 1	Base Bid	General Contingency (5%)	Construction Testing Allowance	Total Bid
Anson Contractors, Inc	27511	Unlimited	Unclassified	X	X	GFE	X	$ 174,500.00	$ 8,725.00	$ 5,000.00	$ 188,225.00
Boggs Contracting, Inc.	34073	Unlimited	Highway	X		10%	X	$ 321,624.50	$ 16,082.13	$ 5,000.00	$ 342,724.63
Hoss Contracting, Inc.	77611	Unlimited	Bldg/Hwy	X	X	4%	X	$ 240,000.00	$ 12,000.00	$ 5,000.00	$ 257,000.00
TRC of Monroe, Inc.	45690	Unlimited	Bldg/Hwy	X	X	11.6%		$ 184,834.44	$ 9,241.72	$ 5,000.00	$ 199,076.00

I hereby acknowledge that this is a true and accurate tabulation of bids received for Belk Tonawanda Park - Phase 1A June 10, 2020 at 2:00 P.M. at the Monroe City Hall.

Jon Wood, PLA
Benesch
2359 Perimeter Pointe Parkway, Suite 350
Charlotte, NC 28208

Jonathan D. Wood

CAPITAL PROJECT BUDGET ORDINANCE
BELK TONAWANDA PARK EXPANSION PHASE 1-A
BO-2020-09

WHEREAS, the City desires to provide, quality parks and recreation facilities to the citizens of Monroe; and

WHEREAS, the City purchased additional property for the expansion of Belk Tonawanda Park along Charlotte Ave.; and

WHEREAS, this project as designed would provide additional parking, a new entrance sign and a pedestrian trail into the existing park; and

WHEREAS, a previous budget ordinance in the amount of $163,553 was approved to fund this project on July 16, 2019; and

WHEREAS, based on bids received, the projected project cost is $219,450; and

NOW, THEREFORE, BE IT ORDAINED that the City Council hereby increases funding in the Belk Tonawanda Park Expansion Phase 1-A Project as follows:

General Fund:	
Revenues:	
Appropriation from Fund Balance	$ 55,897
Expenses:	
Transfer to General Capital Project Fund	$ 55,897
General Capital Project Fund:	
Revenues:	
Transfer from General Fund	$ 55,897
Expenses:	
Capital Improvements (GB2003)	$ 55,897

Adopted this 21st day of July, 2020.

____
Bobby G. Kilgore, Mayor

Attest:

____
Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: David E. Lucore, Director of Energy Services

PREPARED BY: David E. Lucore, Director of Energy Services

SUBJECT: Ertel Construction Inc. Contract Change Order #4

SUMMARY STATEMENT

The General Services Committee is requested to consider a $549,327.00 reduction to the contract for Ertel Construction, Inc. to install a Natural Gas Pipeline to Edwards Wood Products.

REVIEW

Ertel Construction, Inc. was awarded a contract to construct a natural gas pipeline expansion to serve Edward Wood Products in two locations in Marshville. The project included the construction of 9,600 feet of 6-inch polyethylene pipe and 33,000 feet of 4-inch polyethylene pipe. Ertel Construction, Inc. was the low bidder and the contract was approved by City Council on October 1, 2019.

Since construction began on the project, Ertel Construction has struggled with the construction and after many setbacks, it has become clear that they are not fully equipped to complete the project as originally specified.

Ertel Construction and the City of Monroe have agreed that Ertel will complete the remaining 4" polyethylene pipe construction already underway and remove the 6-inch portion of the project from Ertel's contract. This will allow the Energy Services department to solicit bids on the remaining portion of the contract from the next 2 lowest bidders from last year.

RECOMMENDATION

Staff recommends that the General Services Committee recommend the change order to Ertel Construction, Inc. and forward their recommendation to City Council for approval at the next Council meeting on July 21, 2020.

Attachments:

Change Order #4 to Ertel Construction, Inc. dated 6/23/2020 containing 3 pages.

City of Monroe Energy Services

CHANGE ORDER

CHANGE ORDER NUMBER: 004
DATE: 06/23/2020

PROJECT: WF0696180
NATURAL GAS MARSHVILLE EXPANSION – EDWARDS WOOD PRODUCTS

PROJECT NUMBER: NG-1903

PURCHASE ORDER NUMBER: 200990

CONTRACTOR: ERTEL CONSTRUCTION, INC.

ADDRESS: P.O. BOX 19069, CHARLOTTE, NC 28219

THE CONTRACTOR IS HEREBY AUTHORIZED AND REQUESTED TO MAKE THE FOLLOWING CHANGES TO THE ABOVE DESCRIBED CONTRACT:

ORIGINAL CONTRACT AMOUNT	**$ 1,426,722.00**
NET CHANGE BY PREVIOUS CHANGE ORDER	**$ – 636.53**
CONTRACT TOTAL PRIOR TO THIS CHANGE ORDER	**$ 1,438,358.47**
AMOUNT OF THIS CHANGE ORDER	**$ – 549,327.00**
REVISED CONTRACT TOTAL INCLUDING THIS CHANGE ORDER	**$ 889,058.47**

2. ERTEL TO COMPLETE THE 4" HDPE PORTION OF THE PROJECT:

- **INSTALLATION FROM STATION -L- 74+00 TO -L- 269+00**
- **INSTALLATION FROM STATION -OB- 13+00 TO -OB- 137+00**
- **INSTALLATION OF SVL EWP OLR**
- **INSTALLATION OF SERVICE EWP CURTIS**

THE CONTRACT WILL BE EXTENDED 31 DAYS FROM JUNE 30, 2020 (PREVIOUS EXTENSION) TO THE FINAL COMPLETION DATE OF JULY 31, 2020. LIQUIDATED DAMAGES OF $500 PER DAY WILL APPLY, FOLLOWING JULY 31,2020.

ERTEL SHALL COMPLETE ALL CONTRACT REQUIREMENTS. THESE INCLUDE PERMIT REQUIREMENTS, PIGGING, PRESSURE TESTING, CLEAN UP AND GAUARANTEE OF WORK.

RECOMMENDED:

BY: ______________________ **DATE:** 6/29/2020
~~Architect~~/Engineer/~~Consulting Staff~~

BY: "ERTEL" ______________________ **DATE:** 6-29-20
Contractor

BY: ______________________ **DATE:** 6/29/20
City Project ~~Superintendent~~ Manager

BY: ______________________ **DATE:** 6/29/2020
Department Head

APPROVED:

BY: ______________________ **DATE:** ______________________
City Manager

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

Signature: ______________________ **Date:** ______________________
Finance Officer

<u>CHANGE ORDER INCLUDES THE FOLLOWING WORK TO BE PERFORMED:</u>

1. THE 6" HDPE WILL BE REMOVED FROM THE CONTRACT.

REMOVE FROM CONTRACT:

LINE	DESCRIPTION	LOCATION RANGE	QUANTITY	ITEM COST	COST
Line	*Steel Main Tie-In Fittings*			*Each*	
1.1	6" Spherical 3-Way Tee	-PP-0+00	1	$2,790.00	$2,790.00
Line	*PE Main Installation*			*Linear Foot*	
2.1	6" HDPE Pipe	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	9600	$34.00	$326,400.00
2.2	4" HDPE Pipe	-L-55+75 AND -E MAIN ST-0+00	15	$16.00	$240.00
Line	*PE Service Tie-over*			*Each*	
4.1	4" HDPE	-L-31+25 AND -E UNION SCHOOL-0+00	1	$1,160.00	$1,160.00
Line	*PE main Tie-In fittings and methods*			*Each*	
5.1	4" squeeze off and tie-in (fusion)	-L-0+00 -E UNION SCHOOL-0+00	2	$1,900.00	$3,800.00
Line	*PE Main Abandonment*			*Each*	
6.1	4" HDPE Main (Approx. 1900 FT)	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-14+00	1	$1,700.00	$1,700.00
Line	*Valve Installation*			*Each*	
7.1	6" HDPE Valve	-PP-1+00 -S ELIZABETH ST-0+03 -L-5+85 -S ELM ST-0+03 -OB-0+30 -OB-11+50 -E UNION ST-0+07	7	$1,710.00	$11,970.00
7.2	4" HDPE Valve	-L-0+03 -E UNION SCHOOL-0+03 -E MAIN ST-0+03	3	$1,100.00	$3,300.00
Line	*Test Stations and Markers*			*Each*	
8.1	Test Station on HDPE Main	-L-3+25 -L-22+50 -S ELIZABETH ST-0+03 -E MAIN ST-0+05 -L-55+80 -L-59+60 -S ELM ST-1+05 -L-74+00	8	$60.00	$480.00
Line	*Pavement & Concrete - Cut, Removal, and Replacement*			*Square Foot*	
9.1	Removal of asphalt, backfill with crusher run gravel, re-asphalt	-L-1+05 TO -L-1+50 -L-2+80 TO -L-3+35	350	$30.00	$10,500.00
Line	*Padding Dirt / Crusher Run Gravel*				
10.1	Screened backfill material (CYD)	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	968	$44.00	$42,592.00
10.2	Crusher run gravel (Ton)	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	5	$44.00	$220.00
Line	*Erosion Control*				
11.2	6" PE Main Seed & Straw (Linear FT)	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	7250	$0.90	$6,525.00
11.3	Erosion Control Blanket-SC150 (SGYD)	-L-4+10 TO -L-5+85 -L-45+25 TO -L-47+00	350	$7.00	$2,450.00
11.4	Silt Fence Install & Removal (Linear FT)	-L-4+10 TO -L-5+85 -L-45+25 TO -L-47+00	350	$9.00	$3,150.00
Line	*Dry Bore*			*Linear Foot*	
12.1	4" HDPE	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	650	$37.00	$24,050.00
Line	*Horizontal Directional Drilling (HDD)*			*Linear Foot*	
13.1	6" HDPE Main	-PP-0+00 TO -PP-5+00 -L-0+00 TO -L-74+00 -OB-0+00 TO -OB-13+00	1300	$48.00	$62,400.00
Line	*Casing*			*Linear Foot*	
14.1	10" Casing	-OB-5+50 TO 7+50 -L-73+20 TO -L-74+00	285	$160.00	$45,600.00

CHANGE ORDER AMOUNT	($549,327.00)
PREVIOUS CONTRACT AMOUN	$ 1,438,385.47
FINAL CONTRACT COST	$ 889,058.47

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: Lynn Keziah, Chairman

DATE: July 16,2020

FROM: Peter Hovanec, Communications and Tourism Officer

SUBJECT: Science Center Update and Project Fund for Exhibits

SUMMARY STATEMENT

Staff is moving forward with the renovation and development of the 16,000-square-foot science center facility at 316 E. Franklin Street. The architect has nearly completed the overall design, and Verner Johnson has been secured to assist in the exhibit design development. Staff would like to add $100,000 from Occupancy Tax Capital Fund Balance to the project fund to continue securing exhibits. Also included in the proposed budget ordinance is $65,000 from miscellaneous donations designated for Science Center Exhibits.

REVIEW

Staff has received drawings and renderings regarding the Science Center and put the construction out to bid. HC Kern was the low bidder; and pending final approval from the LGC and City Council, the project will be awarded and construction will begin. Staff is working to develop the exhibit areas and raise the needed funds for the exhibit purchases. Staff has identified several exhibits that can be secured and be ready for installation over the next 12 months. These exhibits range from a topography box and electronic microscopes to gyroscopes and touchscreen anatomy tables. Staff would like to add $100,000 from the occupancy tax capital fund to the project fund to secure as many exhibits as possible as construction nears completion.

The additional $100,000 from Occupancy Tax Capital Fund Balance is only a portion of the total costs for the exhibits and represents the first steps in securing the needed exhibits. Additional corporate and private funds will be used to leverage this amount in the exhibit securing process.

The Tourism Development Authority unanimously approved the budget ordinace.

RECOMMENDATION

Approve the budget ordinance allocation of $100,000 from the occupancy tax capital fund balance to the project fund and $65,000 in miscellaneous donations for securing exhibits for the Science Center.

Attachment(s): Budget Ordinance BO-2020-07

CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
Monroe Science Center Exhibit Design
BO-2020-07

WHEREAS, City of Monroe, North Carolina (the "City") has previously approved an allocation for the purchase of exhibits for the Science Center; and

WHEREAS, additional donations have been received and an expense budget is necessary to continue to purchase exhibits; and

WHEREAS, additional capital funding is needed to continue the purchase of exhibits; and

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe provides funding for the design of the exhibits and transfers the following to capital project OT1901 for Science Center Exhibits:

Occupancy Tax Project Fund:	
Revenue:	
Appropriation of Fund Balance	\$100,000
Miscellaneous	65,000
Expense:	
Project Costs OT1901	\$165,000

Adopted this 21st day of July, 2020.

Attest:

Bobby G. Kilgore, Mayor

Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Lisa Strickland, Finance Director

PREPARED BY: Dawn Whitesides, Customer Service Supervisor

SUBJECT: Water and Sewer Connection Fee Assistance Program Request

SUMMARY STATEMENT

The Committee is requested to consider a request for a sewer connection fee waiver from Ms. Dorothy Gaither, 217 E. East Avenue through the Water and Sewer Connection Fee Assistance Program.

In May of this year Ms. Dorothy Gaither/Ms. Lynn Price inquired about assistance to connect to City sewer. This item was on the July 21 Council agenda but the customer had a hardship worthy of expedited action and Staff needed a onetime exception to authorize immediate use of funds from the Water/Sewer Connection Assistance Program. This request for a sewer connection fee waiver is for Ms. Dorothy Gaither, 217 E. East Avenue through the Water and Sewer Connection Fee Assistance Program.

REVIEW

The purpose of the Water and Sewer Connection Fee Assistance Program is to provide assistance for utility customers that have low to moderate income and are in need to connect to City of Monroe water or sewer service due to a failing well or septic system. The Monroe-Union County Community Development Corporation screens all potential applicants and Isabelle Gillespie recommends Dorothy Gaither be considered for assistance in connecting to City sewer.

Cost to connect:

• 4-inch tap and sewer connection		$1,195
• Sewer capacity fee		$2,633
	Total	$3,828

In addition to the City connection fees, Ms. Gaither would be required to have a plumber connect her home to the new sewer connection once it is installed. The Utility Assistance fund has a current balance of $30,000. The balance available after fulfilling this request will be $26,172.

RECOMMENDATION

This item is presented to Committee for the purpose of affirming the action taken by City Staff with Council email approval. City Manager Larry Faison emailed this out to the Mayor and City Council on Thursday, July 9, 2020 and he had received four "yes" votes by 7:30 a.m. the following morning of July 10, 2020 with all members of Council (7) supporting the request.

Attachment:

City of Monroe Water and Sewer Connection Fee Assistance Program

CITY OF MONROE, NORTH CAROLINA
WATER AND SEWER CONNECTION FEE
ASSISTANCE PROGRAM

Purpose

The purpose of this program is to provide assistance for utility customers that have low to moderate income and are in need to connect to City of Monroe water or sewer service due to a failing well or septic system. The Monroe-Union County Community Development Corporation will screen all potential applicants using established intake procedures and income guidelines.

Applicant Requirements

1. Property requesting the benefit of the assistance program must be located inside the City limits of Monroe.
2. Applicant must be approved for this program by the General Services Committee prior to the application process beginning.
3. The applicant must own the property where they are requesting assistance for connection fees. Mortgage payment(s), property taxes and homeowner's insurance must be verified to be current.
4. "Person of Low to Moderate Income" means person(s) in the household annual income when adjusted for family size, is not more than eighty percent (80%) of the local area median income as defined by the most recent figures published by the U.S. Department of Housing and Urban Development.

Income Limits for year 2020:

Family Size:	1	2	3	4	5	6	7	8
Household Income Limit:	$46,800	$53,450	$60,150	$66,800	$72,150	$77,500	$82,850	$88,200

5. Amount of funds awarded varies according to need. Amount of need will be determined by Monroe-Union County Community Development Corporation.
6. City of Monroe Water Resources Fee Sheet outlining the cost of the connection applicant is requesting assistance with.
7. All appropriate permits and inspections must be completed.

Notification of Findings & Additional Requirements

1. A signed statement from the Monroe-Union County Community Development Corporation stating whether or not the applicant is approved or disapproved for the program will be provided to the City of Monroe and the statement will document the amount of the assistance approved.

2. If applicant is approved for the program, a Deed of Trust in the name of the City of Monroe shall be recorded prior to any work order being issued for tap installation.
3. A Promissory Note shall also accompany the Deed of Trust and be in the amount of the fees paid by the City Council for utility connections and capacity fees.
4. The Promissory Note shall require the repayment to the City of Monroe, in full, of all utility connection and capacity fees if the home is sold within five (5) years of the date of the Promissory Note. Payment is not required, twenty percent (20%) rolls off amount received each year. After fifth (5) year remaining balance is forgiven.
5. The funds for these fee payments shall be appropriated from the City general fund and transferred to the water/sewer utility fund.

STAFF REPORT

TO:	General Services Committee
VIA:	E.L. Faison, City Manager
DATE:	July 16, 2020
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Ashley Ivey, Accounting Manager
SUBJECT:	Resolution Designating Depositories

SUMMARY STATEMENT

Staff is requesting to update the depositories designated as authorized for the Finance Officer to deposit funds of the City.

REVIEW

In accordance with North Carolina General Statute 159-31, the City has elected to deposit funds into financial institutions under the pooling method of collateralization of public funds. A resolution is attached to update the names of financial institutions that are authorized depositories for the City and are included on the North Carolina Department of State Treasurer's Pooling Bank List as of April 8, 2020.

RECOMMENDATION

Staff recommends the General Services Committee approve Resolution R-2020-48 Designating Depositories for the City of Monroe and forward to City Council for their approval.

Attachment: Resolution R-2020-48

RESOLUTION DESIGNATING DEPOSITORIES
FOR CITY OF MONROE
R-2020-48

WHEREAS, it is the desire of the City Council that all public funds of the City of Monroe (hereafter the "City") be deposited in a secure, efficient and effective manner;

WHEREAS, it is the responsibility of the Finance Officer, who is appointed by and serves at the pleasure of the City Council, to supervise the receipt, custody and disbursement of the public funds of the City;

WHEREAS, the Bank of America, N.A., Branch Banking & Trust Company/SunTrust Bank (now Truist Bank), Fifth Third Bank, First Citizens Bank & Trust, PNC Bank, Regions Bank, US Bank, TowneBank, Wells Fargo Bank, N.A., and North Carolina Capital Management are qualified to be an official depository for the City pursuant to G.S. 159-31 and has selected to secure its uninsured public deposits under the "Pooling Method", which is a collateral pool under which each public depositor's uninsured deposits are secured with securities held by the State Treasurer's agent in the name of the State Treasurer.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Monroe that:

Section 1. Bank of America, N.A., Branch Banking & Trust Company/SunTrust Bank (now Truist Bank), Fifth Third Bank, First Citizens Bank & Trust, PNC Bank, Regions Bank, US Bank, TowneBank, Wells Fargo Bank, N.A., and North Carolina Capital Management are qualified to be an official depository of the City of Monroe. The Finance Officer of the City shall be and is hereby authorized and directed to deposit funds of the City in the Official Depositories in the name and to the credit of the City of Monroe.

Section 2. As required by G.S. 159-25(b), all checks, drafts, or orders of the City drawn against said funds shall be authorized and signed as appropriate by the following (hereinafter the "Authorized Signers"):

a. One of the following officers:
Finance Officer or Deputy Finance Officer;

and countersigned by

b. One of the following officers:
City Manager or Assistant City Manager.

The names and signatures of the Authorized Signers shall be duly certified by the Clerk to the City to the Official Depositories as from time to time may be necessary and no check, draft, or order drawn against the Official Depository shall be valid unless so signed or authorized.

Section 3. Upon opening an account with an Official Depository, the Finance Officer must:

a. Give written instructions that the proceeds from all checks payable to the order of the City shall be deposited to the credit of the City of Monroe and that under no circumstance may such an item be converted into cash;
b. Verify the method currently used by the depository to collateralize the public deposits and stay informed of any change in the methods as the result of conversions to a different method or as a the result of merger of depositories;
c. Notify the depository at the time a new deposit account is opened or a certificate of deposit is purchased that the account is a public deposit account subject to the collateralization requirements;
d. File a "Notification of Public Deposit" (Form COLL-91) with each depository and provide a copy to the State Treasurer as of June 30 of each year;
e. Execute such other forms and documentation with provisions consistent with this resolution as may be reasonably required by the Official Depository to establish the account;
f. Report the amount of deposits and investments and such other information as may be required on the semi-annual reports on Form LGC 203 required to be filed with the Local Government Commission pursuant to G.S. 159-33; and
g. Comply with other requirements of law, regulation or sound banking practice and with any requirements described in the State Treasurer's publication, <u>The Collateralization of Public Deposits in North Carolina</u>.

Section 4. Certified copies of this resolution shall be provided to the Official Depositories herein designated.

Section 5. The resolution shall take effect immediately upon its passage.

Adopted this 21st day of July, 2020.

Attest:

____
Bobby G. Kilgore, Mayor

____
Bridgette H. Robinson, City Clerk

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Lisa Strickland, Finance Director

PREPARED BY: Lisa Strickland, Finance Director

SUBJECT: Budget Ordinance to Close Capital Projects

SUMMARY STATEMENT

A budget ordinance is necessary to amend the fiscal year 2021 budget in order to close various projects.

REVIEW

Many capital projects have been completed and are ready to be closed. Funding that is remaining in the following projects as unspent, netted against any project overruns, can be transferred back to fund balance in the corresponding fund with the exception of the airport project balances. The airport project balances are to be returned to the General Fund Formally Assigned Airport Grant Acceptance fund balance. Projects are as follows:

- GB1302– Fire Station #4 — $4,404
- SR1936 – Quarry Sewer Line Repair — $224
- SR1938 – ROW Debris Clearing — (6,308)
- WR1636 – Catawba WTP Non-Cap Upgrade — $381,667
- WR1801 – Franklin St Water Main Replacement — $79,166
- WR1937 – Lake Lee Dam Repairs — $257,671
- EL0404 – Highway 74 Bypass — $996,986
- EL1602 – Westwood Underground Loop — $25,000
- EL1901 – Additional Office Energy Service Building — $20,404

•	AP1501 – MALSR Improvements	$267,830
•	AP1502 – Bulk Storage Hangar Design	$10,050
•	AP1601 – Corporate Aircraft Hangar	$31,557
•	AP1801 – Airfield Lighting Rehab	($144)

RECOMMENDATION

Staff recommends that the General Services Committee forward to full Council the recommendation for approval of the proposed budget ordinance to close projects for Fiscal Year 2021.

Attachment: BO-2020-08

CAPITAL PROJECT BUDGET ORDINANCE
CLOSE COMPLETED CAPITAL PROJECTS
BO-2020-08

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

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

• GB1302– Fire Station #4	$4,404
• SR1936 – Quarry Sewer Line Repair	$224
• SR1938 – ROW Debris Clearing	(6,308)
• WR1636 – Catawba WTP Non-Cap Upgrade	$381,667
• WR1801 – Franklin St Water Main Replacement	$79,166
• WR1937 – Lake Lee Dam Repairs	$257,671
• EL0404 – Highway 74 Bypass	$996,986
• EL1602 – Westwood Underground Loop	$25,000
• EL1901 – Additional Office Energy Service Building	$20,404
• AP1501 – MALSR Improvements	$267,830
• AP1502 – Bulk Storage Hangar Design	$10,050
• AP1601 – Corporate Aircraft Hangar	$31,557
• AP1801 – Airfield Lighting Rehab	($144)

WHEREAS, it is desired that the remaining funding from these projects be funded by or returned to the respective operating fund. Airport project balances are to be returned to the General Fund Formally Assigned Airport Grant Acceptance fund balance.

NOW, THEREFORE, BE IT ORDAINED, that the City Council of the City of Monroe adjusts the appropriations in the above projects, returns the funding to or funds the shortage from the respective operating fund as listed above and amends the following revenues and expenses:

General Fund:
Revenue:

Appropriation of General Fund Balance	$(4,404)
Transfer from General Capital Projects Fund	$4,404

General Capital Project Fund:
Expense:

Transfer to General Fund	$4,404
Public Safety GB1302	$(4,404)

Water/Sewer Fund:		
Revenue:		
	Appropriation of Water/Sewer Fund Balance	$(712,420)
	Transfer from Water/Sewer Capital Projects Fund	$712,420
Water/Sewer Capital Project Fund:		
Expense:		
	Construction Projects	$(712,420)
	Transfer to Water/Sewer Fund	$712,420
Electric Fund:		
Revenue:		
	Appropriation of Electric Fund Balance	$(1,042,390)
	Transfer from Electric Capital Projects Fund	$1,042,390
Electric Capital Project Fund:		
Expense:		
	Construction Projects	$(1,042,390)
	Transfer to Electric Fund	$1,042,390
Airport Fund:		
Revenue:		
	Appropriation of Airport Fund Balance	$(309,293)
	Transfer from Airport Capital Projects Fund	$309,293
Airport Capital Project Fund:		
Expense:		
	Construction Projects	$(309,293)
	Transfer to Airport Fund	$309,293

BE IT FURTHER ORDAINED, that an amendment to the various capital fund budgets for FY 2020-2021 is approved to adjust funding as listed above and to transfer to the corresponding operating fund as listed above.

Adopted this 21st day of July, 2020.

Attest:

____
Bobby G. Kilgore, Mayor

____
Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: General Services Committee

VIA: E.L. Faison, City Manager

DATE: July 16, 2020

FROM: Brian J. Borne, Assistant City Manager

PREPARED BY: Brian J. Borne, Assistant City Manager

SUBJECT: Rehab Development, Piedmont Buggy Works; MBW Landlord, LLC to Buggy Landlord, LLC.

SUMMARY STATEMENT

General Services Committee is requested to consider and recommend to City Council a name change of the entity, MBW Landlord, LLC. This entity was previously awarded incentives at the February 5, 2019 City Council meeting for the rehabilitation of the Piedmont Buggy Factory property.

REVIEW

On February 5, 2019 City Council approved an incentive agreement with MBW Landlord, LLC to rehabilitate 514 Miller Street, the Buggy Factory. MBW Landlord, LLC and staff request consideration to change the name to Buggy Landlord, LLC. Both are North Carolina limited liability companies and have the same Managing Member, J. Patrick Reilly. The request is being made primarily for clarification purposes, due to another entity within their group having a similar name.

RECOMMENDATION

Staff requests the General Services Committee recommend to City Council approval of the name change from MBW Landlord, LLC to Buggy Landlord, LLC on the current incentive grant agreement.

Attachments: Assignment of PSA

ASSIGNMENT OF
PURCHASE AND SALE AGREEMENT

FOR VALUE RECEIVED, effective June ___, 2020, MBW Landlord, LLC, a North Carolina limited liability company ("Assignor"), hereby assigns to Buggy Landlord, LLC, a North Carolina limited liability company ("Assignee"), all of its right, title, and interest in and to that certain Real Estate Purchase and Sale Agreement dated December 10, 2019, regarding approximately 6.27 +/- acres located at 514 Miller Street, Monroe, Union County, North Carolina, by Bearskin Mill, LLC, a North Carolina limited liability company, as Seller, and Assignor, as Buyer (the "Agreement"). Assignee hereby accepts the foregoing assignment and assumes, for the direct benefit of Seller, all of Assignor's obligations under the Agreement.

ASSIGNOR:

MBW Landlord, a North Carolina limited liability company

By: J. Patrick Reilly
J. Patrick Reilly, Managing Member

ASSIGNEE:

Buggy Landlord, LLC, a North Carolina limited liability company

By: J. Patrick Reilly
Name: J. Patrick Reilly
Title: Managing Member

BTM:785253v1

Brian Borne

From: Patrick Reilly <patrick@rehab-development.com>
Sent: Tuesday, June 30, 2020 9:57 AM
To: Brian Borne
Subject: Assignment of Contract
Attachments: Assignment of Purchase and Sale Agreement06302020.pdf

Brian,

I hope this note finds you well. We are closing on the Piedmont Buggy Mill tomorrow and I wanted to make you aware of the fact that we elected to change the name of the entity from MBW Landlord, LLC to Buggy Landlord, LLC. This was primarily done for ease of bookkeeping as we had another entity called WNB Landlord, and we knew that would possibly create bookkeeping issues in the future as the name was too similar. Project details have not changed in any material way and neither has the development team, but I wanted to make you aware of this ASAP so we can clean up any administrative details sooner than later.

Thanks in advance and please let me know if you have any questions?

Patrick Reilly, President

REHABDEVELOPMENT

Rehab Development, Inc.
8601 Six Forks Road, Suite 250
Raleigh, NC 27615
patrick@rehab-development.com
336-215-7849

RESOLUTION AMENDING RESOLUTION R-2019-08
TO CHANGE NAME OF ENTITY FROM
MBW LANDLORD, LLC TO BUGGY LANDLORD, LLC
FOR DOWNTOWN INCENTIVE AGREEMENT
FOR PIEDMONT BUGGY WORKS
R-2020-50

WHEREAS, on February 5, 2019, City Council adopted Resolution R-2019-08 awarding a Downtown Incentive Agreement to MBW Landlord, LLC to rehabilitate 514 Miller Street, the Buggy Works; and

WHEREAS, due to another company within the group having a similar name, MBW Landlord, LLC has requested to change the name of the entity to Buggy Landlord, LLC; and

WHEREAS, both companies are North Carolina limited liability companies and have the same Managing Member, J. Patrick Reilly.

NOW, THEREFORE, BE IT RESOLVED THAT the request to change the name of the entity from MBW Landlord, LLC to Buggy Landlord, LLC for the Downtown Incentive Agreement previously awarded on February 5, 2019 for 514 Miller Street, the Buggy Works is approved.

Adopted this 21st day of July, 2020.

Attest:

____
Bobby G. Kilgore, Mayor

____
Bridgette H. Robinson, City Clerk

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO:	General Services Committee
VIA:	E.L. Faison, City Manager
DATE:	July 16, 2020
FROM:	Lisa Strickland, Finance Director
PREPARED BY:	Lisa Strickland, Finance Director
SUBJECT:	Amendment to Promissory Note with DP Monroe, LLC

SUMMARY STATEMENT

City Council is requested to authorize the City Manager to execute amendment #2 to the Promissory Note agreement with DP Monroe, LLC that was originally executed on December 28, 2010.

REVIEW

On March 29, 2009 the City entered into an agreement with Downtown Pioneers LLC to loan funds to assist in the rehabilitation of the Monroe Hardware Warehouse located at 101 N. Hayne Street. The building was renovated to create 26 upper floor residential units, with 13,000 square feet of leasable commercial space at street level. The original agreement was amended on May 1, 2014 to restructure the repayment period and add interest to be paid monthly. DP Monroe has made payments as scheduled.

DP Monroe has the opportunity to change the Warehouse into condominium units rather than rental units at this time. The developer is working to record the plat to will allow sale of each separate unit. The developer is also working to establish a condominium association and bylaws to outline the meetings, voting, proxies, assessments if needed, insurance coverage requirements and restrictions on the use of units and common areas. The developer has received multiple offers for the sale of several units, contingent upon proper approval to subdivide the property.

The City holds a Deed of Trust on the entire property and DP Monroe has requested a second amendment to the Promissory Note agreement that would allow for the partial release of the Deed of Trust when units are sold. The amendment requires that 75% of the settlement of the proceeds of each sale, up to $100,000 be forwarded to the City. Monthly payments on the existing amortization schedule would be suspended when the amendment is executed until February 1, 2021. Any outstanding principal on February 1, 2021 will be reamortized and monthly payments will resume at the new calculated monthly amount including principal and interest. The entire Deed of Trust will be released once the outstanding principal has been paid in full. City Manager Faison has reviewed the loan modification, but was not involved with negotiations regarding this transaction to avoid any conflict of interest since this is his current residence.

RECOMMENDATION

Staff recommends General Services Committee forward to full City Council for approval of Modification #2 of the Secured Note and authorize the City Manager to execute the agreement.

Attachments: Promissory Note
Modification of Secured Note
Modification #2 of Secured Note

PROMISSORY NOTE

$1,250,000.00

Union County, North Carolina
December 28, 2010

FOR VALUE RECEIVED, the undersigned, DP MONROE, LLC, a North Carolina limited liability company ("Maker"), promises to pay to the order of THE CITY OF MONROE ("Holder") at PO Box 69, Monroe, North Carolina 28111-0069, or at such other place or to such other person as the Holder may, from time to time, designate in writing, the principal sum of ONE MILLION TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($1,250,000.00) or so much as may be advanced from time-to-time. Interest shall be paid at the rate of zero percent (0%) per annum on the unpaid balance until paid. The principal shall be payable in monthly installments as follows:

> Maker shall make consecutive monthly payments of TEN THOUSAND FOUR HUNDRED SIXTEEN DOLLARS and 66/100 ($10,416.66) beginning on the third (3rd) anniversary of the date of this Promissory Note and continuing on the anniversary date each month thereafter for one hundred twenty (120) consecutive months until fully paid.

This Note may be prepaid in whole or in part at any time without incurring penalty during the Loan Period.

This Note is secured by a Deed of Trust, Security Agreement and Fixture Filing ("Deed of Trust") of even date encumbering certain real and personal property located in Monroe, Union County, North Carolina (the "Mortgaged Property"). Maker shall use the proceeds of the loan evidenced by this Note solely for the commercial purposes of acquiring and rehabilitating the Mortgaged Property.

In the event that any installment of principal due under this Note shall not be paid for a period of fifteen (15) days after the same shall become due and payable, a late charge of four cents ($.04) for each one dollar ($1.00) so overdue may be charged by Holder for the purpose of defraying the expense incident to handling such delinquent payment.

If there is a default in the payment of any part of the principal due under this Note as the same becomes due and payable or if there is a default in the performance of any covenant, agreement or condition contained in the Deed of Trust, then, in any such event, the Holder shall have the option of declaring the entire unpaid principal balance of this Note and all accrued interest immediately due and payable. If, after a default under this Note, it becomes necessary for Holder to place this Note in the hands of an attorney for collection, Maker agrees to pay reasonable attorneys' fees and all other costs that may be reasonably incurred by Holder in the collection of sums due under this Note, including any costs incurred by Holder in connection with the filing by Maker of a petition under the United States Bankruptcy Code.

Monies received by Holder from any source for application toward payment of the obligations under this Note shall be applied to accrued interest and then to principal. If any payment received by Holder under this Note is rescinded, avoided or for any reason returned by Holder because of any adverse claim or threatened action, the returned payment shall remain payable as an obligation of all persons liable under this Note as though such payment had not been made.

Each Maker, guarantor, surety and endorser on this Note hereby waives grace, notice, protest, demand, presentment for payment and diligence in the collection of this Note and agrees that their respective liability for the payment of this Note shall not be affected or impaired by any release or change in the security or by any extension of time for the payment of all or any part of the principal and interest due under this Note.

Whenever used in this Note, the words "Maker" and "Holder" shall be deemed to include their respective heirs, personal representatives, successors and assigns.

This Note shall be governed by and construed under the laws of the State of North Carolina without regard to that state's conflict of laws principles.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned Maker has caused this Note to be executed as of the date first above written.

DP MONROE, LLC,
a North Carolina limited liability company

By Its Managing Member:

DP MONROE MANAGER, LLC,
a North Carolina limited liability company

By:____________________________
Nathan G. Kirby, Jr., Manager

NORTH CAROLINA

MODIFICATION OF SECURED NOTE

UNION COUNTY

This Modification Agreement is made and entered as of this 1st day of May, 2014, by and between DP MONROE, LLC, a North Carolina limited liability company, (hereafter called "Debtor"), and the CITY OF MONROE, (hereinafter called "Creditor");

WITNESSETH:

Whereas Debtor previously executed and delivered to Creditor that certain Promissory Note dated December 28, 2010, in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000.00) or so much as may be advanced from time to time, (the "Promissory Note"); and

Whereas, the Promissory Note is secured by that certain Deed of Trust, Security Agreement and Fixture Filing to Terry M. Sholar, Trustee, recorded in Book 5466 at page 480 in the Office of the Register of Deeds of Union County, North Carolina; (the "Deed of Trust", and

Whereas, the Debtor has made payments of principal such that the Promissory Note has an outstanding balance of One Million One Hundred Ninety-Seven Thousand Nine Hundred Sixteen Dollars ($1,197,916.00) as of May 1, 2014; and

Whereas the Debtor and Creditor desire to modify the terms of the Promissory Note as more particularly set forth herein;

Now therefore, in consideration of the premises and the further consideration of the sum of One Dollar ($1.00) in hand paid by Debtor to Creditor, the receipt of which is acknowledged, the parties agree follows:

1. Commencing as of May 1, 2014, the interest rate on the Promissory Note shall be three and 35/100 percent (3.35%) and shall be paid on a monthly basis based upon a twenty (20) year amortization.

2. Payments of principal and interest shall begin on June 1, 2014, and shall be the total monthly amount for principal and interest as set out on the amortization schedule attached hereto as Exhibit A.

3. In the event Debtor prepays more of the principal than is required by the amortization schedule, the payments shall be reamortized based upon the then current principal balance and the remaining portion of the term as set out in paragraph 1.

4. Except as herein amended or modified, the terms and provisions of the Promissory Note and Deed of Trust shall not be altered and will remain in full force and effect.

In Witness Whereof, the parties have caused this instrument to be executed as of the day and year first above written.

Debtor:

DP MONROE, LLC,
a North Carolina limited liability company

By Its Managing Member:

DP MONROE MANAGER, LLC,
a North Carolina limited liability company

By: ______________________________
Nathan G. Kirby, Jr., Managing Member

Creditor:

THE CITY OF MONROE

By: ______________________________
Name: Greg Demko
Title: Acting City Manager
Assistant City Manager/Finance Director

NORTH CAROLINA

MODIFICATION #2 OF SECURED NOTE

UNION COUNTY

This Modification #2 of Secured Note is made effective as of the 1st day of August, 2020 (the "Effective Date"), by and between DP MONROE, LLC, a North Carolina limited liability company, (hereafter called "Debtor"), and the CITY OF MONROE (hereinafter called "Creditor").

WITNESSETH:

WHEREAS, Debtor previously executed and delivered to Creditor that certain Promissory Note dated December 28, 2010, in the original principal amount of One Million Two Hundred Fifty Thousand and 00/100 Dollars ($1,250,000), as amended on May 1, 2014 (collectively referred to as the "Promissory Note"); and

WHEREAS, the Promissory Note is secured by that certain Deed of Trust, Security Agreement and Fixture Filing to Terry M. Sholar, Trustee, Trustee, recorded in Book 5466 at page 480 in the Office of the Register of Deeds of Union County, North Carolina; (the "Deed of Trust"), and

WHEREAS, the Promissory Note had an outstanding principal balance of Nine Hundred Twenty-Six Thousand Eight Hundred Eighty-Four and 00/100 dollars ($926,884.00) as of June 22, 2020; and

WHEREAS, Debtor is planning to sell units from the secured property as individual condominium units, and Debtor and Creditor desire to modify the terms of the Promissory Note as more particularly set forth herein.

NOW THEREFORE, the parties agree as follows:

1. Commencing on the Effective Date, the Promissory Note shall accrue interest until February 1, 2021. No monthly payments shall be required during this period.

2. Upon the sale of each unit by Debtor, Creditor shall receive a partial release payment for each unit in the amount equal to the lesser of (i) 75% of the net sale proceeds of such unit or (ii) $100,000 (the "Partial Release Payment").

3. Each Partial Release Payment shall be applied first to all accrued interest, then to principal until paid in full. In the event any balance remains on the Promissory Note on February 1, 2021, the remaining balance shall be amortized over the remaining term of the Promissory Note and monthly payments shall thereafter resume.

4. Creditor shall provide a partial release of the Deed of Trust (the "Partial Release") for each unit as it is sold. Creditor agrees to escrow each Partial Release with the closing attorney prior to closing with a requirement that the closing attorney is prepared to make the Partial Release Payment for such unit prior to the recordation of the Partial Release for such unit. In the event any Partial Release Payment is greater than the amount required to pay the Promissory Note in full, the Partial Release Payment shall be the amount of such payoff. In such event, Creditor shall provide a full release of the Deed of Trust upon receipt of such payoff.

5. Creditor hereby acknowledges and consents to the creation of a condominium by Debtor on the property secured by the Deed of Trust, including, without limitation, the recordation of a condominium plat and condominium declaration.

6. Except as herein amended or modified, the terms and provisions of the Promissory Note and Deed of Trust shall not be altered and will remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

In Witness Whereof, Debtor has caused this instrument to be executed as of the day and year above written.

Debtor:

DP MONROE, LLC,
A North Carolina limited liability company

By Its Managing Member:

DP MONROE MANAGER, LLC,
a North Carolina limited liability company

By:_________________________________
Nathan G. Kirby, Jr., Manager

In Witness Whereof, Creditor has caused this instrument to be executed as of the day and year above written.

Creditor:

THE CITY OF MONROE

By:___________________________________

Name:_________________________________

Title:__________________________________

STAFF REPORT

TO: General Services Committee

VIA: Larry Faison, City Manager

DATE: July 16, 2020

FROM: Brian J. Borne, Assistant City Manager

PREPARED BY: Brian J. Borne, Assistant City Manager

SUBJECT: Recommendation of Award of Bid for Wayfinding Signage Phase 2 & 3

SUMMARY STATEMENT

General Services Committee is requested to consider recommending Council approval of award of bid for Wayfinding Signage Phase 2 & 3 and BO-2020-10.

REVIEW

Bids were solicited for the Wayfinding Signage Phase 2 & 3. Bids were received by the City of Monroe as follows and Staff and Bizzell Designs has reviewed and recommends award of the bid for this project to lowest bidder Lite Rite.

Lite Rite	$ 283,485.30
Signs Etc.	$ 289,185.75
United Signs	$ 317,000.00

RECOMMENDATION

It is the recommendation of Staff and Bizzell Designs that General Services Committee recommend award of bid for Wayfinding Signage Phase 2 &3 to Lite Rite and approval of BO-2020-10, in the amount of $61,937, to City Council and also authorize the City Manager to execute the contract on behalf of the City of Monroe. The item will be placed on the July 21, 2020 City Council Consent Agenda.

Attachments:
BO-2020-10

CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
WAYFINDING SIGNS
BO-2020-10

WHEREAS, City of Monroe, North Carolina (the "City") has budgeted $295,776 for its Wayfinding Sign Project Phases I, II and III; and

WHEREAS, bids were received on July 6, 2020 and the project cost will be $357,713; and

WHEREAS, additional funding is needed to award the bid and implement the Wayfinding Sign Project city-wide; and

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe transfers the following to capital project MP1901 for the purpose of implementing Downtown Wayfinding signage:

General Fund:
Revenue:
Appropriation from Fund Balance $61,937
Expense:
Transfer to General Capital Project Fund $61,937

General Capital Project Fund:
Revenue:
Transfer from General Fund $61,937
Expense:
Downtown Wayfinding Implementation $61,937

Adopted this 21st day of July, 2020.

____
Bobby G. Kilgore, Mayor

Attest:

____
Bridgette H. Robinson, City Clerk