

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, SEPTEMBER 15, 2020 - 3:30 PM
AGENDA
www.monroenc.org

1. Minutes of February 18, 2020 Public Enterprise Committee Meeting
2. City Lake Information
3. Historical Marker to Honor Dr. John S. Massey
4. Autumn Drive Extension Variance Request
5. Proposed Pavement Resurfacing Contract
6. Concord Avenue Sidewalk Improvements Project
7. Water Tank Logo
8. Other

Public Enterprise Committee Minutes
February 18, 2020
Conference Room
3:30 PM

Members Present: Council Member Franco McGee (Chair) and Council Member Freddie Gordon

Members Absent: Council Member Surluta Anthony

Staff: Brian Borne, Ashley Britt, Russ Colbath, Chris Costner, Larry Faison, Ann Fox, Jim Loyd, David Lucore and Sarah McAllister

Council Member Franco McGee opened the meeting at 3:30 PM.

Mr. McGee called the meeting to order and stated that he hoped everyone had a great weekend with Valentine's Day. The first item on the Agenda is the December 17, 2019 Minutes. He asked everyone to please review the Minutes and he will then entertain a motion for approval.

Adoption of Minutes of the Meeting

Recommendation:

Adopt December 17, 2019 Public Enterprise Committee meeting minutes.

Motion: Adopt December 17, 2019 PEC meeting minutes

Motion made by: Council Member Freddie Gordon

Second: Council Member Franco McGee

Voting: **In Favor** – Council Member Freddie Gordon and Council Member Franco McGee
Opposed – None

Action: Motion adopted

Staff Report – Outside City Water Service Request, 2202 Whitestore Road

Recommendations:

(1) Motion to approve outside City water service to Parcel 09-125-058 located at 2202 Whitestore Road for one new single-family home and (2) Motion to forward item to March 3, 2020 City Council Regular Agenda Consent Section for approval.

Presentation:

Russ Colbath, Director of Water Resources, thanked the Committee for their consideration of an outside request for water service at 2202 Whitestore Road. We were contacted by Ms. Sybil Huntley a couple months back. This is an existing home and she wants to convert from a well to City water. City sewer is not available in the area and a single property of this size is not a good candidate for voluntary annexation. We communicated her request to Union County and they did take it to the Board of Commissioners and it was approved at their January Board meeting. As a matter of policy, it does require City Council approval to grant her water service. Also, outside City customers pay a double tap fee and double base charge per

month but they no longer pay a double capacity fee. Staff does recommend helping this citizen that would like a higher level of water quality and so the Motion is in your Recommendation section of the Staff Report.

Council Member McGee asked if there were any questions for Mr. Colbath.

Council Member Gordon stated that he is familiar with the area of 2202 Whitestore Road and asked if this location is beyond the school?

Mr. Colbath stated that it is on the City-side of the school. From the intersection of 601 and Whitestore, it is about half the way to the school on the south side of Whitestore Road.

Council Member Gordon asked if Ms. Huntley has been made aware of our Policy of double tap and double monthly base charges?

Mr. Colbath stated that she has been made aware of the fees. We give them an actual fee prospectus or quote.

Council Member McGee asked if there were any other questions or further discussion? If not, he will entertain a Motion.

Council Member Gordon stated that if Staff recommends it, then he is going to make a Motion to approve this outside water service for 2202 Whitestore Road.

<u>Motions:</u>	Motion to (1) approve outside City water service to Parcel 09-125-058 located at 2202 Whitestore Road for one new single family home and (2) forward item to March 3, 2020 City Council Regular Agenda Consent Section for approval.
<u>Motions made by:</u>	Council Member Freddie Gordon
<u>Second:</u>	Council Member Franco McGee
<u>Voting:</u>	In Favor – Council Member Freddie Gordon and Council Member Franco McGee Opposed - None
<u>Action:</u>	Motions approved

Staff Report – Critical Intersection Analysis – Sutherland Avenue and Walkup Avenue

Recommendation:

Staff recommends approval of the Resolution (R-2020-20) endorsing the Interlocal Agreement with Union County and authorization of the City Manager to execute the agreement. If Public Enterprise is in agreement, Resolution (R-2020-20) endorsing the Interlocal Agreement and authorization of the City Manager will be placed on the March 3rd consent agenda for approval.

Presentation:

Sarah McAllister, Land Development & Infrastructure Engineer, stated that Engineering staff has been working with representatives from Union County and NC DOT on the 2019 Critical Intersection Analysis. The purpose is to evaluate intersections that have experienced congestion and safety issues to determine ways to improve them and to make them more competitive for funding through NC DOT and/or the Charlotte Regional Transportation Planning Organization (CRTPO). This was previously presented at the June and July, 2019 Public Enterprise Committee meetings. Union County had applied for planning funds through CRTPO and six intersections were included in that grant. The intersection of Sutherland Avenue

and Walkup Avenue was included as one of the six intersections. They have since contracted with RS&H to provide the analysis. The cost per intersection is approximately \$25,000. Union County is providing an overall match of 10% which is required for the grant. The City would be responsible for \$2,500 for our one intersection. The total grant is \$150,000 with \$120,000 of that amount coming from CRTPO. Union County is providing \$15,000 and we, along with the other municipalities, are providing our \$2,500 per intersection. The end product will be a recommendation for the type of improvements that result from that analysis. Ms. McAllister handed out drawings of the two alternatives that have been identified. She said they plan to take it before the public in March for a public comment period and anticipate a recommendation by the end of June. Union County has provided an Interlocal Agreement for this. A resolution is needed to support the Interlocal Agreement and we will need authorization for the Manager to execute the Agreement. If the Committee is in agreement, it will be placed on the City Council March 3rd Consent Agenda.

Discussion:

Council Member McGee confirmed that the cost to the City will be \$2,500. Ms. McAllister confirmed this amount and stated that Engineering has identified sufficient funds within their operating accounts.

Council Member Gordon confirmed that while there are six intersections, only one intersection is in the City.

Ms. McAllister confirmed this and stated there are two in Waxhaw, one in Stallings, one in Weddington and one in Unionville.

City Manager Larry Faison stated that the cost is prorated and shared with other entities.

Council Member McGee asked if the two maps show the two different options?

Ms. McAllister confirmed the maps are the two different options.

Council Member McGee asked how their decision will be made.

Ms. McAllister stated that they will provide a cost estimate for each and that there are evaluations to be used to update this plan when they go to public. She also stated that she believes the roundabout is more functional and less delay. The benefits will have to be weighed to the cost.

Council Member McGee asked if there were any additional questions or comments.

Motions: Motion to (1) support the Resolution endorsing the Interlocal Agreement with the County, (2) support the City Manager to execute any and all necessary documents and (3) move this forward to the City Council March 3rd Consent Agenda

Motions made by: Council Member Freddie Gordon

Second: Council Member Franco McGee

Voting: **In Favor** – Council Member Freddie Gordon and Council Member Franco McGee
Opposed - None

Action: Motions approved

Other:

Council Member McGee recognized David Lucore, Director of Energy Services.

Mr. Lucore stated that he wanted to bring information to the Committee on two different items.

- (1) Mr. Lance Dunn appeared before Council with an issue regarding the trees on his property. We have performed further investigation and the trees are fully contained on his property. Our current policy is that we do not trim trees on private property. The only trimming that we do is for line clearance. We request that Council support that current Policy. The trees that are located there have been trimmed over the past 20 years in a directional trim method which is approved by the International Society of Arborists. There have been no complaints or issues over this 20-year period. Mr. Dunn is afraid they are going to fall on his building.

Council Member McGee asked if Mr. Dunn has any grounds to think that they are going to collapse on his building?

Mr. Lucore stated no and that a tornado, hurricane or natural disaster would probably be the only thing to take them down.

Council Member Gordon stated that he feels for Mr. Dunn and personally wishes that he doesn't experience a hurricane or tornado.

City Manager Larry Faison stated that we get requests/demands, if you will, to cut down trees in that situation and that he has been put in an awkward position, as others too, and pressed to the point why can't the City take down the trees. It is not our role to remove trees from private property even if they are close to power lines. It does come up but doesn't always get to Council.

There was discussion about removing trees on private property being a slippery slope and not wanting to set a bad precedent.

Council Member McGee thanked everyone for sharing the information.

City Manager Faison asked that we include in the Minutes that we were provided this update and there was consensus to support the existing Policy.

Council Member McGee asked if Mr. Dunn is also stating that we are not within policy?

Mr. Lucore stated that is what he heard from him at the previous Council meeting and remembered him saying, "Can't we go back to the old Policy?" The Policy is not old, it has been in place as long as he has been with the City for the past 30 years. Mr. Lucore is not sure if Mr. Dunn misunderstood somewhere along the line the Policy changed and now we won't cut the trees, but that is not the case. The Policy has always been to trim the trees to keep our lines cleared, not for the benefit of the property owner.

Council Member McGee asked if we can communicate to him what the Policy provides?

City Manager Faison advised that there have been a number of contacts with Mr. Dunn and he has spoken with a couple of people below Dave, with Dave, with him and directly with the City Council.

Council Member McGee asked if for a final “no,” if Mr. Lucore could follow up with him and state that at our meeting this is what we agreed on and the consensus is that we will abide by the current Policy.

- (2) Update on the LNG facility. We have constructed an LNG facility to offset the peak expense of natural gas. We had contracted with an engineering consultant company as part of that construction to provide an operational maintenance manual and training for our employees that applied with the OSHA regulations for the operation of that kind of facility. What this engineering company gave us only met 33% of that requirement. We have gone through it and we are in the process of hiring another engineer to produce the documents that we need to train our people properly because the original firm does not appear to be capable of doing that. There will be additional expense involved in doing so, somewhere between \$150,000 to \$250,000. We are also going to sit down with City Attorney Mujeeb Shah-Khan hopefully next week and find out what our alternatives are with the existing company and their failure to produce and basically breached their contract. We just want to make you aware of those issues. This has been one of the items that has held up getting the plant into service. The gas system is highly regulated and we don’t want to begin something with being only 33% in compliance with regulations.

Council Member Gordon asked the amount of the first contract, the amount that we fell short on. He suggested that we try to recover that amount.

Mr. Lucore stated they are going to speak with the City Attorney and try to recover the amount that will cost us to get within Policy.

Council Member McGee thanked Mr. Lucore for this information. He also asked if there were any other comments. If not, he would entertain a Motion to adjourn.

Recommendation: Adjourn meeting at 4:00 PM

Motion: Adjourn meeting

Motion made by: Council Member Freddie Gordon

Second: Council Member Franco McGee

Voting: **In Favor** – Council Member Freddie Gordon and Council Member Franco McGee

Opposed - None

Action: Approved

Next Meeting – March 17, 2020 3:30 PM

Respectfully submitted by:

Ann Fox

Engineering Department – Administrative Assistant II



STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: September 15, 2020

FROM: Russell Colbath, Water Resources Director

SUBJECT: City Lake Information

SUMMARY STATEMENT

The Public Enterprise Committee is requested to receive information and provide feedback regarding the City lakes programs and operations.

REVIEW

Water Resources Department Staff from time to time receives questions from citizens and elected officials regarding the operations of the City lakes, Lake Twitty, Lee, and Monroe. The most recent inquiry was from Councilman McGee via a citizen inquiry about docks and ramps, recreation amenities, and seasonal lake closures. This staff report provides an overview of the factors and considerations used to formulate City lake management strategies.

Regulatory Requirements and Considerations:

- NC 15A 18C.1200 - Protection of Filtered Water Supplies
 - Mandates supervision and policing of all recreation activities on Class I (Twitty) and Class II (Lee and Monroe) water supply reservoirs.
 - Regulates access rules and fishing/boating. Requires supervision of boats at all times and mandates all motorized boats enter and leave by City controlled ramp.
 - Prohibits human contact (swimming), domestic animal use of lakes, etc.
 - Focus is water quality and public health protection.
- Chapter 54 - City Lake Ordinance – Generally incorporates NCDEQ requirements.
 - Seasonal access by permit at inspector boathouse.
 - Lake front properties – seasonal access by User Agreement and fee payment. These properties follow same rules as general public.
 - Limits boat length and motor size (20 HP). Highest risks to water supply are a gasoline fuel spill and noxious vegetation imported on a motor prop.
 - No wading, swimming, hunting, etc.
 - Focus is water quality protection for drinking water supply.

- Clean Water Act Section 303d, Impaired Water List. All three City lakes are on this list. Impairment is generally driven by nutrient pollution (nitrogen and phosphorous), and the poor water quality in the City lakes creates added treatment costs, drinking water taste and odor challenges, and possible regulatory compliance issues. Impairment listing may create significant future mandates for stormwater pollution, TMDL and/or development restrictions in watersheds.
- Vegetation Buffer Regulations – These are contained in State, City, and County statutes and ordinances. City’s Buffer Policy adopted in 2012 incorporates regulatory requirements and is designed to protect water quality.

Lake Inspector Staffing and Seasonal Operations:

- Lake Inspectors are contract employees paid via the City payroll system.
- Contracts are configured to meet legal requirements and protect water quality at lowest reasonable cost to rate payers. Inspectors receive monthly base pay of \$600 and retain visitor fees collected for fishing or boating via a permit accounting system. They are allowed to sell concessions to increase revenue.
- Each inspector must maintain one Assistant Inspector for lake coverage when inspector is absent.
- Open season is March 1st to November 1st each year. Inspectors must provide their own patrol boat.
- They receive no benefits or overtime just Workman’s Compensation coverage.
- Total annual cost to City for all inspectors at three lakes is approximately \$21,600. Fees collected by inspectors are audited then paid back to the inspectors.
- Staffing year-round to keep lake recreation access open will be problematic and very costly (full time salaries and benefits, overtime, added fourth staff person for coverage, City vehicle and boat, other). A cost estimate and utility rate impact can be developed if requested. Current inspectors are not interested in working year-round.

Recreation Amenities, Beautification, and Opportunities:

- All City lakes have a new floating dock installed in 2017 at a cost of over \$75,000.
- Launching access at Lake Lee and Monroe is by paved ramp. Due to size limits on boats, only a small ramp is needed. Lake Twitty has two (2) gravel/rock launch areas to accommodate high/low water levels. Both ramps seem to work fine for the size boats being launched.
- A picnic table is provided at Lake Twitty and Monroe, but there seems to be very little interest in use. We do not have cooking grills at any City lakes.
- Some tree plantings have occurred to beautify the shoreline and City property.
- There is limited City land ownership at the boat launch areas and particularly along the lake shorelines. This limits opportunities for walking trails, camping, larger picnic areas, etc. on city owned property. There are undeveloped parcels in certain areas around all three city lakes. The price per acre to acquire these parcels will be high due to their lake proximity marketability.
- During the 2015 Parks and Recreation Master Plan Update process potential greenway trail opportunities around the lakes were discussed between Recreation and Water

Resources. Due to the inconsistency in the width of City owned property along the shoreline, and potential resistance from property owners, further exploration for greenway trails in this area were not pursued. Other recreational amenities at boat launch areas have briefly been discussed in the past. Staff has not assessed what additional uses would be permissible in these areas. Adding additional recreational amenities such as picnic shelters, grills and accommodating the parking and restroom needs would need further exploration by both staff and an outside consultant for design and engineering. This would allow for optimizing available space while ensuring all current Water Resources operational requirements and watershed/water quality protection needs are met. Depending on the scope of the study, consulting fees may range from \$50,000 to \$100,000 or more not including any design and engineering construction documents. Any expanded uses will require added staffing with associated increase in cost.

Public Education and Relations:

- Educational efforts have included direct mailings to all lake front properties and communications to UC Realtor Association.
- Materials posted on City website include a Frequently Asked Questions handout format.
- Water Resources Inspector staff are focused on water quality protection and play a big public relations role.

RECOMMENDATION

Staff provides this item for information and discussion. No action is requested of the Public Enterprise Committee.



STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: September 15, 2020

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

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

SUBJECT: Historical Marker to Honor Dr. John S. Massey

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information pertaining to a historic marker proposed on West Windsor Street to honor Dr. John S. Massey and to provide Staff direction regarding the wording and sign pattern.

REVIEW

At the City Council meeting on February 5, 2020, Council Member Surluta Anthony moved to approve the placement of a historic marker on West Windsor Street in honor of Dr. John S. Massey who was the first black physician of Monroe & Union County. He resided at 800 W. Windsor Street and graduated from Leonard Medical College at Shaw University in Raleigh, NC in 1891. On Aug. 19, 1912, Dr. Massey opened Quality Hill Sanatorium, the only African American Hospital that has ever been in Monroe at 802 West Windsor Street. Both residence and hospital were destroyed by fire in 1985. Currently there are two newly built homes located on the property. The following information is recommended to be included on the marker.

Dr. John S. Massey
(1866-1946)

The first African American Physician of Monroe & Union County resided at 800 W. Windsor St. On Aug. 19, 1912, he opened the only African American Hospital that was in Monroe at 802 W. Windsor St. Both residence and hospital were destroyed by fire in 1985.

Staff has obtained a quote from Sewah Studios in Marietta, Ohio for the historic marker. “The Georgia” or “The Double Arch” as provided in the attached document has been identified by Sewah Studios and Staff as suitable for the recognition. Staff recommends for the marker to be a black plate with white letters. Costs as provided by Sewah Studios would be \$1,725 for the Georgia pattern marker and \$1620 for the 24”x30” Double arch pattern marker. Examples of both Markers are attached for consideration. A picture showing the proposed location of the marker between the common lot line of 800 and 804 West Windsor Street is also attached.

The Public Enterprise Committee is requested to provide Staff direction regarding the wording and sign pattern for the proposed historic marker honoring Dr. John S. Massey.

RECOMMENDATION

Staff will be available at the Public Enterprise Committee meeting on June 16, 2020 to discuss the details of the proposed historic marker. Once acceptable to the Public Enterprise Committee, a recommendation is requested to City Council regarding the wording and sign pattern. Upon City Council approval, Staff will order the marker and coordinate the installation once received with the unveiling ceremony.

Attachments:
Sample Markers & Quote – Sewah
Studios
Proposed Marker Location

Dr. John S. Massey

(1866-1946)

The first African American Physician of Monroe & Union County resided at 800 W. Windsor St. On Aug. 19, 1912, he opened the only African American Hospital that was in Monroe at 802 W. Windsor St. Both residence and hospital were destroyed by fire in 1985.



24"x 30 " Georgia pattern

24"x30" Georgia pattern marker
1" letter size; title 1 ½" – 2"
Same information both sides
\$125 added production of emblem
7' post for mounting
\$1,725...price includes shipping

Quote includes emblem.



Black plate with white letters.

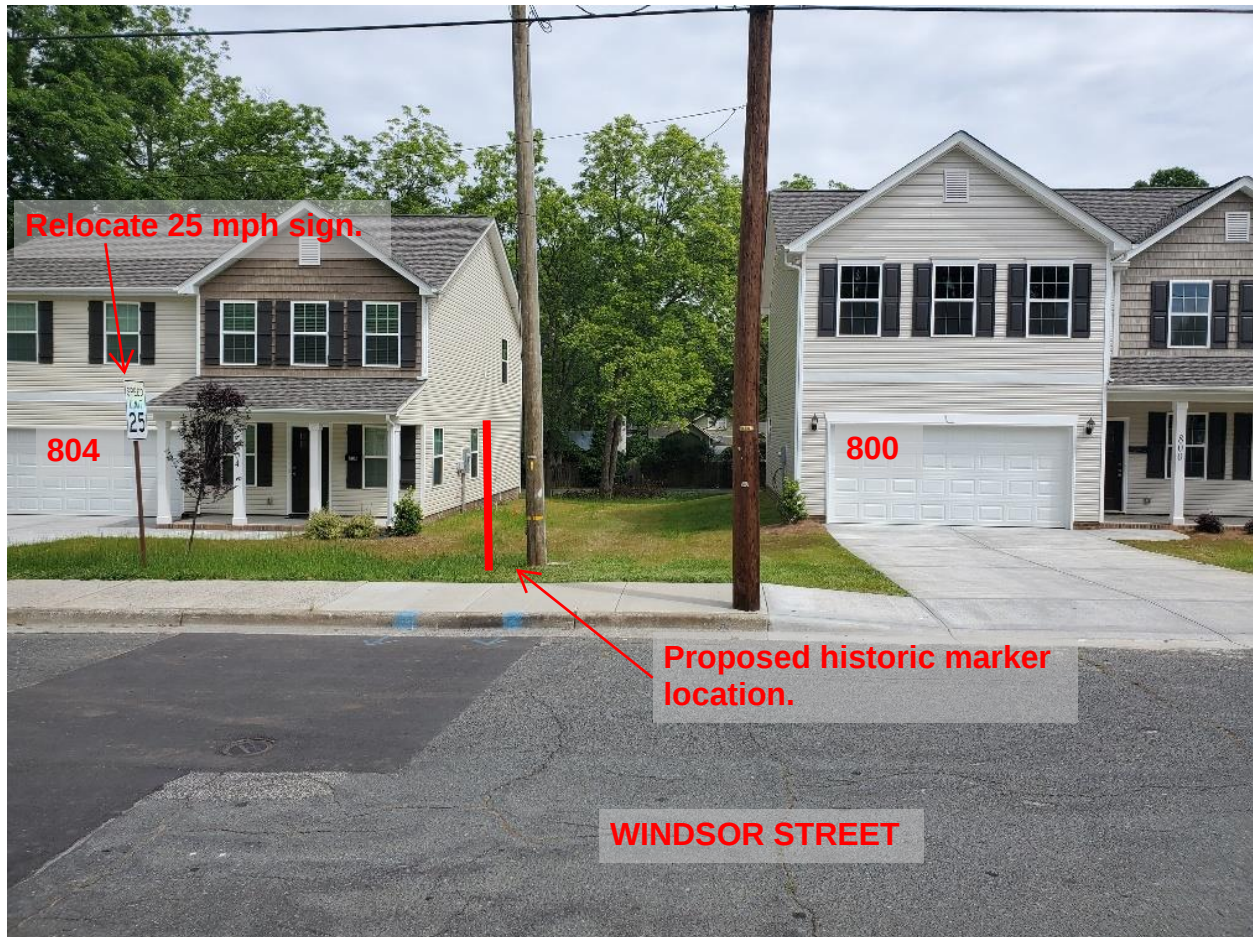


24"x 30 " Double Arch pattern

24"x30" Double Arch pattern marker
1" letter size; title 1 ½" – 2"
Same information both sides
7' post for mounting
\$1,620...price includes shipping

"Dedicated by the City of Monroe" to be provided as bottom.

Black plate with white letters.



Location of Historic Marker in Honor of Dr. John S. Massey



STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: September 15, 2020

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

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

SUBJECT: Autumn Drive Extension Variance Request

SUMMARY STATEMENT

Developer Daryl Greenberg has submitted a variance request from the requirements for sidewalk and curb and gutter with the extension of Autumn Drive in the Old Town Subdivision. The variance request is allowed in accordance with Section 02.02.10 *Exemptions For Required Street Improvements* from the City of Monroe Standard Specifications and Detail Manual.

REVIEW

Developer Daryl Greenberg has submitted a request for exemption from the requirements for sidewalk and curb and gutter as part of the extension of Autumn Drive and the subdivision of tax parcel 09301169. Portions of Autumn Drive were originally developed as part of the Olde Town Estates, Phase I Subdivision in the late eighties. A plat showing the original development is attached. Approximately 422 feet of Autumn Drive is constructed at the eastern end of Olde Town Drive. As planned, Autumn Drive will continue for approximately 1,720 feet and tie to Old Town Drive just east of Old Charlotte Avenue. Both Autumn Drive and Olde Town Drive are constructed as ribbon paving and ditch streets. Curb and Gutter and sidewalk are not constructed on either roadway. Section 02.02.10 of the Detail Manual (attached) indicates that a variance from these requirements may be approved by City Council when “the project involves the extension or construction of a residential street to provide uniformity to the existing neighborhood.”

The requested variance has been reviewed by both the Planning Department and Engineering Department. Staff recommends that the variance from the required improvements be granted and

that City Council remove the requirement for sidewalk and curb and gutter improvements for the proposed extension of Autumn Drive as part of the development of parcel 09301169. No other deviation is proposed or recommended from the City of Monroe Standard Specifications and Detail Manual.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee concur with variance request from the Developer Darryl Greenberg for the required sidewalk and curb and gutter improvements and recommend to City Council that these infrastructure improvements not be required as part of the extension of Autumn Drive to maintain conformity with the existing Olde Town Estates Subdivision.

Attachment(s):
Variance Request from Developer Greenburg
Section 02.02.10 *Exemptions For Required*
Street Improvements
Record Plat Olde Town Estates, Phase I
Existing Street Conditions

From: Jim Loyd
Sent: Monday, August 17, 2020 1:48 PM
To: 'Daryl Greenberg'
Subject: RE: Variance Request for Sidewalk per standards specs and details Section 02.02-06

I will keep you advised as this works its way through the process. Thanks

From: Daryl Greenberg <Lotsandland@outlook.com>
Sent: Monday, August 17, 2020 1:47 PM
To: Jim Loyd <jloyd@monroenc.org>
Subject: Re: Variance Request for Sidewalk per standards specs and details Section 02.02-06

Thank you for clarifying the question you have about curb and gutter on Autumn Dr . I do Request a variance on curb and gutter installation in the autumn Drive portion of the development. As the balance of the development Is a ditch system we need to continue that into this proposed phase .

Thank you for the clarification
Daryl Greenberg

On Aug 17, 2020, at 1:30 PM, Jim Loyd <jloyd@monroenc.org> wrote:

Do you desire to eliminate the curb and gutter requirement as well on Autumn Drive? The existing development only has ribbon paving with ditches. Thanks

From: Daryl Greenberg <Lotsandland@outlook.com>
Sent: Monday, August 17, 2020 1:01 PM
To: Jim Loyd <jloyd@monroenc.org>
Subject: Re: Variance Request for Sidewalk per standards specs and details Section 02.02-06

Thank you for the quick response. I am not requesting a variance for sidewalk construction along Old Charlotte Highway Only a variance for being required to install sidewalks in the interior of Autumn Drive

Daryl Greenberg

On Aug 17, 2020, at 12:20 PM, Jim Loyd <jloyd@monroenc.org> wrote:

Mr. Greenberg:

In response to your request, I am attaching a copy of Section 02.02.10 Exemptions For Required Street Improvements from the City Of Monroe Standard Specifications and Detail Manual. Item 3 of this section allows a variance from the requirements for sidewalk as well as for curb and gutter by Monroe City Council in order to maintain the conformity to the existing neighborhood. The Engineering Department would not oppose and recommend a variance for both the sidewalk and curb & gutter with the extension of Autumn Drive. The required sidewalk along the frontage on Old Charlotte Highway is not covered by Section 02.02.10. Engineering Staff would oppose the deletion of sidewalk from site development requirements along Old Charlotte Avenue. For this matter to move forward, a Staff report will be presented to the City Public Enterprise Committee for review and recommendation to City Council. The Public Enterprise Committee typically meets on the third Tuesday of the month (September 15th) but has not met since March due to the governor's restriction on numbers allowed in-group meetings not exceeding 10. This item may ultimately move forward to the next City Council meeting without a recommendation from the Committee. The City Council has been conducting business virtually due to the restrictions and typically meets the first Tuesday of the month. This item would most likely go to City Council on October 6.

The Engineering Department will plan to move forward to the next Public Enterprise Committee meeting on September 15th. Ultimately, the decision to cancel is the responsibility of the Mayor and the committee chairperson. In the past, items have been carried forward depending upon urgency or sent directly to City Council for consideration. In order to proceed with the Staff report, I need to know if your request is inclusive of (1) both the sidewalk and curb & gutter on Autumn Lane, Section 02.02.10 and (2) if you desire to seek a variance for the 8' sidewalk requirement along Old Charlotte Highway, Section 02.02.06. No additional justification is required for the improvements along Autumn Lane. However, please provide any additional justification that you feel warrants the variance for sidewalk along Old Charlotte Avenue.

If you should have any questions, please advise. Thanks

James N. Loyd, Jr., P.E.
City of Monroe
Engineering Director
Office 704-282-4529

300 W Crowell St
Monroe NC 28112
jloyd@monroenc.org
monroenc.org

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Please consider the environment before printing this e-mail. Thank you!

From: Daryl Greenberg <Lotsandland@outlook.com>
Sent: Friday, August 14, 2020 5:27 PM
To: Jim Loyd <jloyd@monroenc.org>
Subject: Variance Request for Sidewalk per standards specs and details
Section 02.02-06

I am requesting a variance of the code regarding the installation of a sidewalk on one side of a new development in Monroe. The PIN Number of the proposed project is located on 09301169.

Reason for Variance:

1. Continuity

The proposed single family Development on Autumn Drive is a continuation of the existing subdivision known as Olde Town beginning on Olde Town Road. The houses on both sides of Olde Town Road have been built and occupied for many years and there are no sidewalks on any portion of this existing phase of Olde Town subdivision

2. Cost

Side walk construction for the interior portion of the proposed development will present a heavy cost burden on the development as the limited number of homes (19) at prices of \$250,000 to \$295,000 already has to bare the heavy cost of infrastructure development not including sidewalks. Additional sidewalk requirements is likely to make the project economically unfeasible.

Your review and written variance approval will make a significant difference in this project moving forward

Thank you for your time and consideration

Daryl Greenberg
dag1501@msn.com
704-408-0786

<02.02.10 Exemption For Required Street Improvements.pdf>

movement into and out of the proposed subdivision.

- D. In cases where a street is stubbed into adjoining property for future extension and such street serves as the frontage for one or more lots which are not corner lots, the Planning Board may require the pavement of a temporary turn-around in a form similar to a cul-de-sac on such street where in their opinion such turn-around is necessary for the public convenience, safety and service. Temporary easements for such purposes may be required.
3. Construction of sidewalks or necessary drainage facilities required by this section shall be accomplished along the entire length of the frontage of the property abutting each publicly maintained street as listed in 02.02.06(B).

02.02.10 EXEMPTIONS FOR REQUIRED STREET IMPROVEMENTS

1. Single family residential subdivisions with a minimum lot size of one acre where each lot has a minimum of 150 feet of public street frontage and the average street frontage per lot throughout the entire subdivision is at least 200 feet shall be exempt from the curb and gutter requirement of Standard 02.02.08. Such subdivisions shall provide a street graded to the full width of the right-of-way and the 10-foot utility easements with pavement and side ditch sections as specified in this manual for its classification. When calculating the minimum footage per lot and average frontage per subdivision, lots with full frontage on cul-de-sacs may be excluded.
2. In addition, for certain stub streets which have no frontage lots, improvements shall be required only as shown on Detail 02.01.11. All grading, pavement and curb and gutter or side ditch section shall be designed and installed in accordance with the City of Monroe standards and the approved construction plan.
3. A variance from the requirements for curb and gutter and sidewalk may be approved by the Monroe City Council in the following circumstances:
 - 1) The project involves the extension or construction of a residential street to provide conformity to the existing neighborhood; or
 - 2) A roadway is identified as an arterial street on the Thoroughfare Plan for the City of Monroe; or
 - 3) The variance is in accordance with the provisions provided by the Unified Development Ordinance.
 - 4) The variance is in accordance with an approved Stormwater Management Plan where the designer demonstrates that proper runoff conveyance systems addressing erosion and long term maintenance can be provided in lieu of curb and gutter.

5) The variance is required by other outside Agencies to lessen the impervious impact on environmentally sensitive areas.

Any exception to the requirements of the Standard Specifications and Detail Manual meeting the criteria of the above circumstances shall be considered upon written application by the developer detailing the purpose and justification(s) for the request. A report summarizing the request shall be submitted to the City Council by the Engineering Director for consideration and approval or disapproval as the case may be. Deletion of the infrastructure improvements cannot substantially impair the purposes of the requirements as set forth in the Detail Manual.

4. When the proposed new developed area will be less than 50 percent of the total area of the property under single ownership, sidewalks and drainage facilities may not be required. However, the city engineer and City of Monroe Transportation Committee may require certain improvements be made if they are determined to be in the public interest or needed to ensure public safety.
5. If the new building is an addition by which the total developed area does not exceed 50 percent of the site, the construction of sidewalk facilities shall not be required. However, necessary drainage facilities shall be required.

02.02.11 PRIVATE RESIDENTIAL STREETS

1. Private residential streets shall be gated and meet the guidelines established by Division 01.00 General and meet all requirements established for public street construction including but not limited to construction drawing standards, typical sections, testing, as-built drawings and one-year warranty period.
2. The Engineering Department shall have the authority to inspect, approve or disapprove all private residential street construction and related drainage facilities in accordance with Section 01.08 Inspections.
3. Design of private residential streets shall be completed in accordance with Section 02.02 Design.
4. Construction of private residential streets shall be in accordance with Section 02.03 Construction, Sections 02.03.01 through 02.03.06.
5. Private residential streets may be platted prior to completion with guarantees and/ or surety as provided by Section 07.17 Guaranteeing Subdivision Improvements.
6. Final acceptance of the private residential street construction shall be in accordance with Section 07.10 Final Inspection and Acceptance of Subdivision Construction with 1 year warranty bond and a written warranty (0.7.16 Warranty) provided by the developer.

Cab C File 150

FINAL PLAT OF

OLDE TOWNE ESTATES, PHASE I

CITY OF MONROE UNION COUNTY, N.C.

SCALE: 1" = 100' DATE: APRIL 20, 1988

DEED REF: 335-282 ZONED: R-20

OWNED & DEVELOPED BY
ODELL V. RAPE & B. MICHAEL RAPE
2313 WOLF POND ROAD
MONROE, N.C. 28110

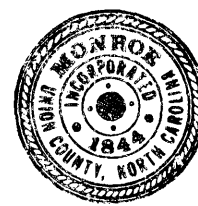
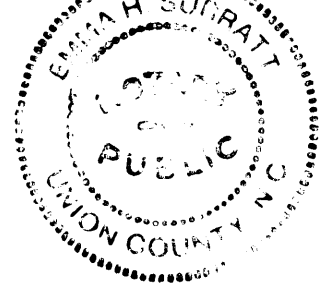
SURVEYED BY
CARROLL L. RUSHING
304 WEST MORGAN STREET
MONROE, N.C. 28110

I, CARROLL L. RUSHING, CERTIFY THAT UNDER MY DIRECTION AND SUPERVISION THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY AND THAT THE ERROR OF CLOSURE OF SAID SURVEY IS 1/10000. THE ANGULAR ERROR IS 3 SEC./ANGLE. THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY HAND AND SEAL THIS 20th DAY OF April, 1988.

SIGNED *Carroll L. Rushing*
N.C.R.L.S.

NORTH CAROLINA, UNION COUNTY
I, A NOTARY PUBLIC OF THE COUNTY AND STATE AFORESAID, CERTIFY THAT CARROLL L. RUSHING PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS 20th DAY OF April, 1988. MY COMMISSION EXPIRES 8-9-92.

SIGNED *Emma A. Surratt*
N.C.R.L.S.



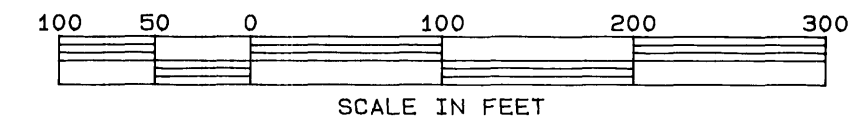
CLUB VIEW ACRES

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD
I, *James P. Dyer*, CHAIRMAN OF THE PLANNING BOARD, HEREBY CERTIFY THAT THE CITY BOARD HAS APPROVED THE FINAL PLAT OF THE SUBDIVISION ENTITLED *OLDE TOWNE ESTATES, PHASE I* ON THE 11th DAY OF MAY 1988.

CERTIFICATE OF OWNERSHIP AND DEDICATION
WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH MINKIN BUILDING LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO PUBLIC OR PRIVATE USE AS NOTED. FURTHER WE CERTIFY THE LAND SHOWN HEREON IS WITHIN THE PLATTING JURISDICTION OF THE CITY OF MONROE, N.C.

CERTIFICATE OF APPROVAL FOR RECORDING PLAN AND ACCEPTANCE OF DEDICATION
I, *James P. Dyer*, CITY CLERK OF THE CITY OF MONROE, NORTH CAROLINA, DO HEREBY CERTIFY THAT ON THE 11th DAY OF MAY 1988, THE CITY COUNCIL OF THE CITY OF MONROE APPROVED THIS PLAN FOR RECORDING AND ACCEPTED THE DEDICATION OF STREETS, EASEMENTS, RIGHT-OF-WAYS AND PUBLIC PARKS, AND OTHER SITES FOR PUBLIC PURPOSES AS SHOWN HEREON BUT ASSUME NO RESPONSIBILITY TO OPEN OR MAINTAIN THE SAME UNTIL, IN THE OPINION OF THE GOVERNING BODY OF THE CITY OF MONROE, IT IS IN THE PUBLIC INTEREST TO DO SO.

DATE 5/11/88 Deputy *Jayna R. Fowler*
CITY CLERK



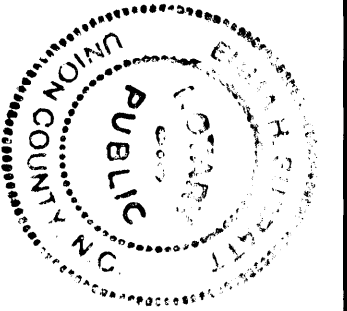
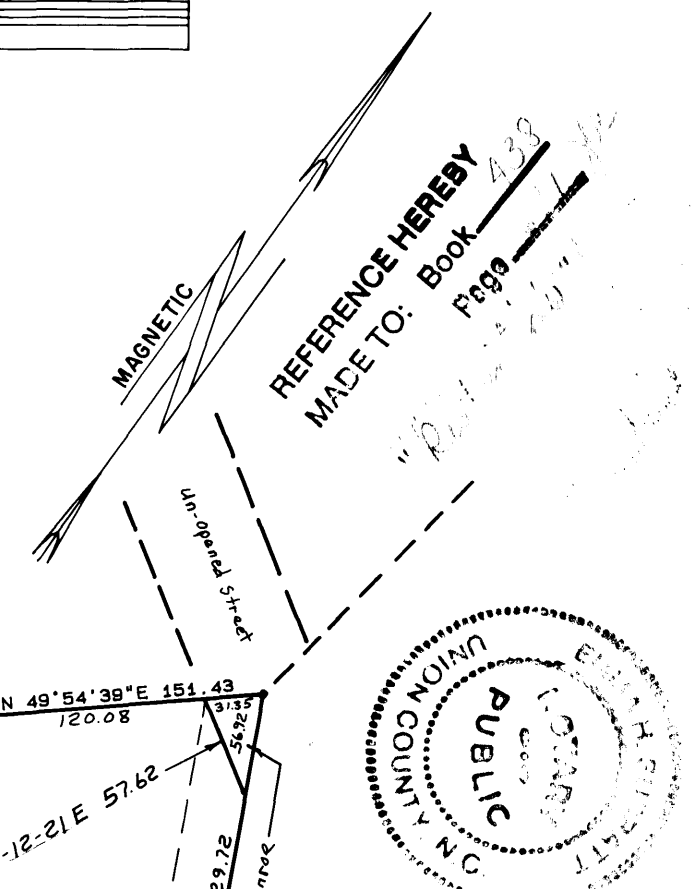
SCALE IN FEET

NORTH CAROLINA - UNION COUNTY

The foregoing certificate of
Emma A. Surratt
N. P. of *Union* County, N.C.

is certified to be correct.
FILED FOR RECORD This 22nd day
of June, 1988 at 2:55 PM.
Plat Cabinet C, File No. 150

JUDY B. CHAPMAN, REGISTER OF DEEDS
BY: *Betty J. Hutchins*

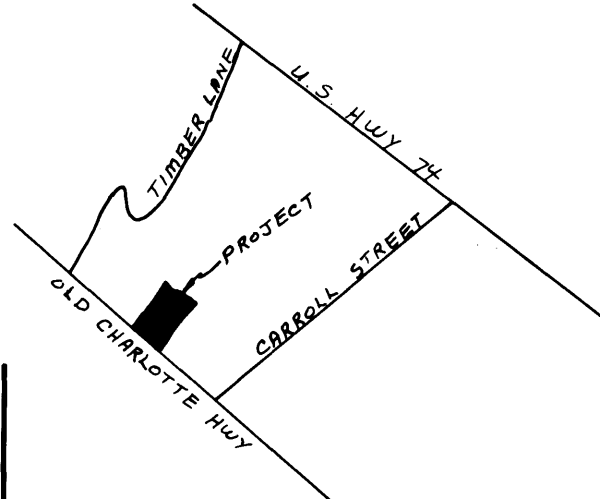


CERTIFICATE OF OWNERSHIP AND DEDICATION
I, *Emma A. Surratt*, A NOTARY PUBLIC OF UNION COUNTY, N.C. DO CERTIFY THAT THE SIGNED ABOVE APPEARED BEFORE ME THIS DAY, WITNESS MY HAND AND NOTARIAL SEAL THIS 20th DAY OF April, 1988. MY COMMISSION EXPIRES 8-9-92.

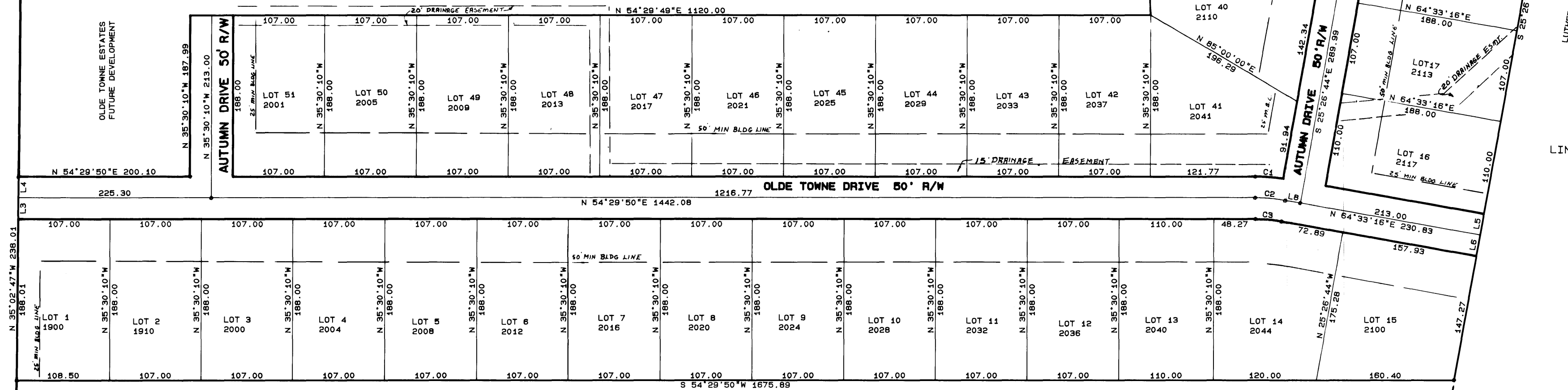
SIGNED *Emma A. Surratt*

DATE 4-20-88 Owners *B. Michael Rape*

VICINITY MAP



OLD CHARLOTTE HWY 60' R/W



LINE	BEARING	DISTANCE
1	N 52°35'59"E	80.22
2	N 52°35'59"E	80.22
3	N 35°02'55"W	25.00
4	N 35°02'39"W	25.00
5	S 25°26'44"E	25.00
6	S 25°26'44"E	25.00
7	N 25°26'44"W	30.84
8	N 64°33'16"E	17.83

CHARLES G PRILES

CURVE	DELTA	RADIUS	ARC	TANGENT	CHORD	CHORD BRG
1	8°13'48"	225.00	32.32	16.19	32.29	N 58°36'44"E
2	10°03'26"	200.00	35.11	17.60	35.06	N 59°31'33"E
3	10°03'26"	175.00	30.72	15.40	30.68	N 59°31'33"E
4	12°21'12"	175.00	37.73	18.94	37.66	S 31°37'20"E

NOTE: IRONS ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED; IRONS ARE SET ON ALL LOT LINES AT 10' BEHIND THE ROAD R/W.

Cab C File 150

Olde Town Estates Subdivision
Existing Conditions



Olde Towne Drive; looking towards interior of subdivision



Olde Towne Drive; looking towards Old Charlotte Highway



Autumn Drive; looking towards Olde Towne Drive



End of existing Autumn Drive



STAFF REPORT

TO: Public Enterprise Committee

VIA: E. L. Faison, City Manager

DATE: September 15, 2020

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

PREPARED BY: Sarah McAllister, P.E., Land Development & Infrastructure Engineer

SUBJECT: Proposed Pavement Resurfacing Contract

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to the proposed 2020 – 2021 Asphalt Paving Program.

REVIEW

The budget for Fiscal Year 2021 includes funds for resurfacing by contract in the amount of \$1,285,700 which includes \$833,700 from vehicle tax receipts, \$300,000 from the General Fund and \$152,000 in Powell Bill allocations. Staff has proposed a number of streets to be included in the resurfacing contract based on the priority street resurfacing cycle goal and the pavement condition survey. The streets are listed below along with a brief description of the proposed improvements:

Recommended list of streets:

- Secrest Short Cut Rd (US 74 to Patton Ave) – mill, full depth patch, crack relief layer and overlay (0.48 miles)
- Windsor Street (Morgan Mill Rd to McCauley Street) – mill, full depth patch, crack relief layer and overlay (0.21 miles)
- Aldersbrook Drive (Rosemeade Dr to Queensdale Dr) – reclamation with cement and overlay (0.76 miles)

- Deans Court (Trull Pl to End) – reclamation with cement and overlay (0.07 miles)
- Trull Place (Goldmine Rd to End) – reclamation with cement and overlay (0.33 miles)
- Nelda Drive (Williams Rd to Roland Dr) – reclamation with cement and overlay (0.56 miles)
- Gate Rd (Lancaster Ave to End) – reclamation with cement and overlay (0.33 miles)
- Lowder Rd (End to End off Gate Rd) – reclamation with cement and overlay (0.07 miles)
- Oakland Drive (Sunset Dr to End) – asphalt surface treatment, triple seal (0.62 miles)

The project was advertised on July 15, 2020 with four sealed bids being received on August 14, 2020. Following is a summary of the bids received:

Contractor	Bid Amount	DBE %	Comment
Lynches River Contracting, Inc.	\$996,149.50	10.0%	Recommend Award
Blythe Construction, Inc.	\$1,297,658.70	10.04%	
Red Clay Industries	\$1,373,909.00	10.19%	
J.T. Russell & Sons	\$1,634,088.40	5.50%	

The low bid was submitted by Lynches River Contracting, Inc. in the amount of \$996,149.50. The Engineer's Estimate for the project was \$1,290,391.00. A contingency of \$50,000 is recommended to cover possible change orders during the course of the work. Construction inspection, quality assurance testing and project oversight will be provided by the Engineering Department Staff and On-Spec Engineering, PC.

The 2020-2021 Asphalt Paving Program includes a 10 percent goal for minority business participation which was met by the low bidder. The Contract stipulates the construction period to begin upon the Notice to Proceed and end June 15, 2021 with liquidated damages occurring at a rate of \$500.00 per day thereafter.

Since the bid was lower than expected, \$289,551 remains available in the budget. At the City Manager's suggestion, staff proposes to use approximately \$55,000 for a new pavement condition survey. Since \$300,000 of the total budget is from the General Fund, there is sufficient funding to obtain the survey without using Powell Bill funds which is not allowed. Receipts from the vehicle tax are designated solely for the repair and resurfacing of municipal streets. The latest survey is from 2016 and Staff recommends a new survey every three years to provide accurate information due to differing rates of deterioration for various streets. The survey is an important tool for the Engineering Department to assess the overall condition of the City's streets and to plan the repair schedules accordingly. The survey includes a pavement analysis program that recommends the most cost effective plan to resurface City streets given certain funding levels and predicts the trajectory of the overall condition of City streets in the future.

Approximately \$235,000 will then remain in the budget to resurface additional streets. Per the contract, “The City reserves the right to increase or decrease at bid price the asphalt tonnage, up to twenty-five percent (25%).” Staff proposes to add two streets which are listed below:

- Lacy W Eury Drive (Simpson St to End) – reclamation with cement and overlay (0.23 miles)
- Virginia Street (Pinedell Ave to End) – reclamation with cement and overlay (0.23 miles)

If the contract increase is approved by City Council, Staff will re-confirm with the various utility departments that there are no pending or future projects on said streets, and then issue a change order to Lynches River Contracting for the additional work. A substitute street will be selected to meet budget requirements if a conflict arises.

The contingency amount of \$50,000 will be exclusive of the contract increase. The additional tonnage will not be justification for additional time to complete the job. Sufficient funds are budgeted in account nos. 110-3020-421.23-01 and 110-3025-421.41-01 to cover all work.

RECOMMENDATION

The Public Enterprise Committee is requested to recommend the following to City Council:

- A. Award of the 2020-2021 Asphalt Paving Program to Lynches River Contracting, Inc. in the amount of \$996,149.50;
- B. Authorization of contingency allowance in the amount of \$50,000;
- C. Authorization of a future change order not to exceed the remaining budgeted amount minus the amount for the pavement survey (\$234,550.50) with total project costs increasing from \$996,149.50, not to exceed \$1,230,700; and
- D. Authorization of the City Manager to execute the documents including Contract, future Change Order 1 increasing the contract amount, and future change orders if required.
- E. Approval of the Engineering Department proceeding with the pavement condition survey with signature authorization by the City Manager for the professional services contract.

If the Public Enterprise Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on October 6, 2020.



STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: September 15, 2020

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

PREPARED BY: Sarah McAllister, P.E., Infrastructure Engineer

SUBJECT: Concord Avenue Sidewalk Improvements Project

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to award of the construction contract for the proposed Concord Avenue Sidewalk Improvements Project between Charlotte Avenue and Help Street.

REVIEW

The City of Monroe agreed to partner with Union County in July 2015 as a participant entitlement City for the “Urban County” Community Development Block Grant (CDBG) Program through the Centralina Council of Government. New sidewalk along Concord Avenue from Charlotte Avenue to Help Street was chosen as the first project. To date, the City has funded the necessary environmental review for the project in the amount of \$4,400, and has been awarded \$391,000 through the CDBG Program for the design and right-of-way purchase for the installation of approximately 4,000 linear feet of new sidewalk along Concord Avenue. American Engineering has completed the design and construction documents for the project and The Right of Way Group has obtained and recorded the necessary easement acquisitions. The City was recently awarded additional CDBG funds for construction of the project in the amount of \$520,000. A copy of the fully executed agreement with Union County is attached. A nominal amount of less than \$10,000 that can be used for construction is expected to remain from the original \$391,000 award once American Engineering submits their final invoice.

Staff advertised the construction of the sidewalk improvements on July 27, 2020. Only two bids were received at the bid opening on August 28, 2020 so the project was re-advertised in accordance with formal bid procedures for a second bid opening on September 14, 2020. The results of that bid opening will be presented to the Committee on September 15, 2020. The Engineer's Estimate for the project is \$1,249,000. Provided the bids are reasonable and without errors, Staff plans to recommend award to the low bidder at the October 6, 2020 City Council meeting. The project will be funded with the CDBG grant monies of \$520,000 along with Powell Bill reserve funds in the estimated amount of \$829,000 which includes \$100,000 in contingency for possible change orders. Budget Ordinance (BO-2020-15) is attached for the CDBG grant funds and the required Powell Bill Funds. Sufficient Powell Bill Reserve Funds are available for the project. The ordinance will be amended as needed based on the bids received.

RECOMMENDATION

Based on bids received on September 14th, Staff plans to recommend award of the Concord Avenue Sidewalk Improvements project to the lowest responsible bidder and approval of the Budget Ordinance BO-2020-15 to the Public Enterprise Committee at their meeting on September 15th. If the Public Enterprise Committee is in agreement, the award of contract and Budget Ordinance BO-2020-15 will be placed on the consent agenda for consideration by City Council at the meeting on October 6, 2020.

Attachment:
CDBG Subrecipient Agreement
Sample Budget Ordinance BO-2020-15



**COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT**

This Subrecipient Grant Agreement ("Agreement") is made and entered into this 11th day of June, 2020 by and between **Union County**, a political subdivision of the State of North Carolina, organized and existing under the laws of the State of North Carolina whose address is 500 North Main Street, Monroe, NC 28112, hereinafter referred to as the ("COUNTY") and the City of Monroe, hereinafter referred to as the "SUBRECIPIENT", whose address is 300 West Crowell Street, Monroe, NC 28112.

WITNESS THAT:

WHEREAS, the COUNTY has entered into an Agreement to receive funds under the Community Development Block Grant (CDBG) pursuant to Title I of the Housing and Community Development Act of 1974, Public Law 93-383 from the US Department of Housing and Urban Development (hereinafter called "HUD"); and

WHEREAS, the COUNTY has designated the above named organization as a SUBRECIPIENT pursuant to HUD rule 24 CFR Part 570, Subpart K which sets forth regulations to implement the CDBG programs; and

WHEREAS, the COUNTY and the SUBRECIPIENT have entered into this Agreement in order to provide the SUBRECIPIENT with funding for the purpose of **improvements and construction of new ADA compliant sidewalks**. Funding is permissible under 24 CFR Part 570, Subpart K;

Now, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

A. DEFINITIONS:

Except to the extent modified or supplemented by this Agreement, any term defined in 24 CFR Part 570, Subpart K shall have the same meaning when used herein.

- 1) Agreement means this agreement, the approved application for CDBG assistance (including cover letters, maps, schedules, award letters prior and subsequent to this funding agreement, and others submissions in the approved application), and any subsequent amendments to this Agreement.
- 2) SUBRECIPIENT means **City of Monroe**.
- 3) Assistance means the funds provided under this Agreement.

Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

- 4) Program means the project, including the administration thereof, for which assistance is being provided under this Agreement.

B. USE OF CDBG FUNDS:

- 1) The SUBRECIPIENT shall perform the projects or tasks related to its allocation of CDBG funds listed in Section G and according to the schedule and within the budget outlined in this Agreement.
- 2) The SUBRECIPIENT shall propose under this Agreement that which meets CDBG requirements under 24 CFR Part 570, Subpart K and conform to the County's Consolidated Plan, which is the County's tool to assess the housing and community development needs and market conditions, to make data-driven, place-based investment decisions.

C. DURATION OF THE AGREEMENT:

The COUNTY agrees to provide to the SUBRECIPIENT, Community Development Block Grant (CDBG) funds under Title I of the Housing and Community Development Act of 1974 as described in this Agreement. This Agreement will remain in effect for twelve (12) months from the date of this Agreement, or for as long as funds are made available.

D. SCOPE OF SERVICES:

Project funds will be used for SUBRECIPIENT to complete **Concord Avenue Sidewalk Project Construction Phase II, which includes improvements and construction of new ADA compliant sidewalks associated curbs, gutters and drainage along the designated project area.**

SUBRECIPIENT will carry out the following tasks/activities:

- Follow federal procurement regulations for construction management and construction. Reference the Union County Subrecipient Manual for updated procurement guidance.
- Oversee the construction of approximately 2,100 LF of sidewalk that will be ADA compliant, as well as required grading and drainage.
- Submit quarterly performance and final reports as required.
- Ensure all contractors are not listed on the Federal government's debarment site.
- Ensure all contractors, as required, comply with all applicable federal contractual provisions and reporting requirements.
- Responsible for timely payment to contractors and for ensuring all expenses are eligible.
- Responsible for reviewing and approval any change orders required for construction and covering any costs that are above the funding awarded in this agreement.

Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

E. STAFFING:

The SUBRECIPIENT shall assign the following staff as Key Personnel to the CDBG Year 2018 (FY 2018 – 2019) Concord Avenue Sidewalk Project Construction Phase II.

EXHIBIT 1	
Staff Member Title	General Program Duties
Teresa Campo, Community Development Coordinator	General program oversight and administration; revisions of forms and procedures; CDBG grant coordination, facilitation, and mitigation, including outreach, submission of approved contractor invoices, grant reporting, reimbursement request approval and submittal.
Sarah McAllister, Civil Engineer II	Approval of contractor selection; approve contractor invoices; solicitation of contractors; plan review, contractor supervision.

F. PROJECT SCHEDULE:

Unless amended by a mutually written agreement by the SUBRECIPIENT and the Grantee, SUBRECIPIENT will perform the described tasks in conformance with the schedule listed in Exhibit 2. Minor adjustments to the project schedule will not require a formal contract amendment, provided these adjustments do not extend the term of the contract.

EXHIBIT 2											
Task/Program Goals	Mar 2020	April 2020	May 2020	June 2020	July 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan 2021
1. Execute Agreement				X							
2. Bid Documentation Prep				X							
3. Solicit Construction Bid (Advertisement Feb 28 th)				X							
4. Bid Opening July					X						
5. Bid Award/Council August 18 th						X					
6. Bid Award Documentation Execution (August 19 th -31 st)						X					
7. Construction (August 3 rd through Dec 31 st)							X	X	X	X	X
8. Submission of Quarterly Reports		X			X			X			
9. Submission of Closeout Report											X

G. AMOUNT OF ASSISTANCE:

The COUNTY shall make available to the SUBRECIPIENT, **FIVE HUNDRED TWENTY THOUSAND DOLLARS AND 00/00 (\$520,000.00)** pursuant to this agreement. Said funds shall be disbursed by the COUNTY to the SUBRECIPIENT for performance of the services described in Section D of this agreement.

H. BUDGET:

The following is the budget for the CDBG Year 2018 (FY 2018-2019) for the SUBRECIPIENT, who will administer the **Concord Avenue Sidewalk Project Construction Phase II**. Minor adjustments to the use of funds will not require a formal contract amendment, provided these adjustments do not increase the total funding for contract activities. The determination of whether a change is minor is at the sole discretion of the COUNTY or their designee.

EXHIBIT 3				
SOURCES → USES ↓	CDBG	Other (General)	Other Grant Funds	Total
Construction	\$520,000	\$66,000	\$250,000	\$836,000
Total	\$520,000	\$66,000	\$250,000	\$836,000

I. OBLIGATIONS OF THE SUBRECIPIENT

- 1) SUBRECIPIENT shall comply with all applicable regulations outlined in 24 CFR Part 570 and all applicable lawful requirements of the COUNTY, all applicable requirements of the GENERAL Statutes of the State of North Carolina and any other applicable statutes, laws and Executive Orders currently or hereafter in force.
- 2) SUBRECIPIENT shall assume responsibility for managing the day-to-day operations of its CDBG program to assure compliance with program requirements outlined in 24 CFR Part 570, Subpart K, and for taking appropriate action when performance problems arise. The SUBRECIPIENT shall spend its allocation of CDBG funds under this Agreement on eligible activities within twelve (12) months from the date of this Agreement.
- 3) SUBRECIPIENT shall submit a Project Closeout Report to the COUNTY no later than 30 days after the final drawdown request for CDBG funds under this Agreement.
- 4) SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 570 Subpart K, including the environmental review.
- 5) SUBRECIPIENT shall assume all affirmative marketing responsibilities.
- 6) SUBRECIPIENT shall be responsible for complying with the provisions of this Agreement even when SUBRECIPIENT designates a third party or parties to undertake

all or any part of the program. All third parties must be bound in writing to the same provisions as required in this Agreement and approved in advance by the COUNTY.

- 7) SUBRECIPIENT shall comply with all lawful requirements of the COUNTY necessary to insure that the program is carried out in accordance with the SUBRECIPIENT Certifications including the certifications of assumption of environmental and labor standard responsibilities outlined in 24 CFR Part 570.
- 8) The assistance provided under this Agreement shall not be used by SUBRECIPIENT to pay a third party to lobby the COUNTY for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the COUNTY required under this Agreement. CDBG funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs, and in accordance with Section D: Scope of Services.
- 9) SUBRECIPIENT shall reimburse the COUNTY for any amount of CDBG funds determined by the COUNTY to have been improperly expended.
- 10) If applicable, SUBRECIPIENT shall abide by the conditions prescribed in 24 CFR Part 570 for the use of CDBG funds by religious organizations.
- 11) If applicable, SUBRECIPIENT shall notify the COUNTY in writing of any changes in its 501(C)3 tax exempt status throughout the specified period of this Agreement, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of SUBRECIPIENT as provided under 24 CFR 570.

J. RECORDS AND REPORTS

- 1) SUBRECIPIENT shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the COUNTY in meetings its internal and federally mandated record keeping and reporting requirements in accordance with 24 CFR 570. Such records and accounts shall include all property, personnel and financial records the COUNTY and Federal agencies deem necessary to assure a proper accounting for all CDBG program funds.
- 2) SUBRECIPIENT shall provide the COUNTY with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.
- 3) SUBRECIPIENT shall provide to the COUNTY, an annual audit report performed in compliance with 2 CFR 200.512, due six months after the SUBRECIPIENT year-end.
- 4) SUBRECIPIENT shall allow the COUNTY to conduct monitoring and evaluation activities as determined necessary by the COUNTY and HUD.

Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

- 5) SUBRECIPIENT shall keep a fully executed copy of this Agreement and a copy of the CDBG regulations on file in their place of business at all times.
- 6) SUBRECIPIENT shall keep all documents used to determine their status as a SUBRECIPIENT current and available for inspection by the COUNTY for the duration of the Agreement.
- 7) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of remaining CDBG funds provided under this Agreement, if the COUNTY determines that the SUBRECIPIENT does not have the capacity to carry out its CDBG program on schedule or in a timely manner. The COUNTY shall provide a written documentation of its findings to the SUBRECIPIENT ten (10) days prior to the request to remit, return or repay the CDBG funds.
- 8) SUBRECIPIENT shall provide any duly authorized representative of the COUNTY, the Department of Housing and Urban Development and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the CDBG grant and the fulfillment of this Agreement for a period of three years, following the completion of all closeout procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG grant.
- 9) SUBRECIPIENT must provide the COUNTY with the SUBRECIPIENT's DUNS number.
- 10) SUBRECIPIENT shall submit quarterly reports to the COUNTY or to the designated COORDINATING AGENCY by the 15th of each month following the closure of the quarter for which activity is being reported (January 15, April 15, July 15, and October 15). The report should cover the preceding three months' activities and must be forwarded to the COUNTY or the designated COORDINATING AGENCY, so as to arrive not later than 15 working days after the completion of the quarter. Failure to submit required reports can result in a delay in reimbursement payments, reduction in grant awards, and grant termination.
- 11) SUBRECIPIENT will submit a final report along with the final request for reimbursement within 30 days of completion of the project.

K. PAYMENT:

- 1) SUBRECIPIENT shall request reimbursement of the CDBG funds only for eligible expenditures made or eligible expenses incurred by the SUBRECIPIENT.

All expenditures and expenses shall be incurred in accordance with the provisions of the Agreement. Payments shall only be made after SUBRECIPIENT has presented documentation of expenses that meet COUNTY approval. It is expressly understood and agreed by SUBRECIPIENT that payment by the COUNTY will not exceed the maximum

sum of **FIVE HUNDRED TWENTY THOUSAND DOLLARS AND 00/00 (\$520,000.00)** for all of the services specified in Section D: Scope of Services. Further, SUBRECIPIENT understands and agrees that any payment made under this Agreement by the COUNTY is limited to funds made available under the grant referenced above. The COUNTY shall make payments upon receipt of a request for check from SUBRECIPIENT, documentation of expenditures and any other documentation that the COUNTY or its designee, may require from SUBRECIPIENT. All such documentation is to be in a form and substance satisfactory to the COUNTY. Payments shall be made only for the activities listed in Section D. Check requests for reimbursable expenses will be processed by the COUNTY for payment not more often than monthly, until all such grant funds have been expended or until this Agreement has expired, whichever comes first.

- 2) SUBRECIPIENT shall provide to the COUNTY, the documentation of expenses as outlined above, and any other information determined by the COUNTY to be necessary or appropriate for the proper monitoring of this Agreement.
- 3) SUBRECIPIENT will at a minimum submit quarterly Request for Reimbursement/Financial Status Reports. Reports are due January 15, April 15, July 15 and October 15. The report should include expenditures for the preceding three months' activities and must be forwarded to the COUNTY or the designated coordinating agency, so as to arrive not later than 15 working days after the completion of the quarter. Delays by the SUBRECIPIENT in making any report to the COUNTY or coordinating agency required by this Agreement may, at the COUNTY's sole discretion result in delays in payment to SUBRECIPIENT of part or all of SUBRECIPIENT's request for funds. A delay in making a disbursement by the COUNTY to SUBRECIPIENT does not change the time required of SUBRECIPIENT to submit reports to the COUNTY or coordinating agency.

L. CONFLICT OF INTEREST

- 1) No employee, agent, consultant, officer, elected official or appointed official of Union County who has responsibilities related to the CDBG Program or access to "inside" information concerning said program shall obtain a financial benefit or interest from any CDBG Program activity for themselves or those with whom they have family or business ties during their tenure for one year thereafter.
- 2) SUBRECIPIENT shall make a good faith effort to assure that this provision is not violated and that any suspected violations are promptly reported to the COUNTY.

M. DEFAULT

- 1) It is expressly agreed and understood that SUBRECIPIENT's designation as a subrecipient shall become null and void, at the COUNTY's option, in the event the Subrecipient fails to meet any one or more of the criteria for subrecipient designation.

- 2) The COUNTY shall notify SUBRECIPIENT in writing of any such default under this Agreement.
- 3) SUBRECIPIENT shall have sixty (60) days after receipt of the written notice of default within which to cure such default.
- 4) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of unspent CDBG funds provided to the SUBRECIPIENT in the event of a default under the terms of this Agreement.

N. SUSPENSION OR TERMINATION

- 1) The COUNTY may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.
- 2) In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may withhold said CDBG funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY, or is otherwise determined to be in compliance.
- 3) The COUNTY shall advise SUBRECIPIENT in writing what action(s) must be taken for resumption of payments.

O. INSURANCE

SUBRECIPIENT's chief fiscal officer or insurer shall provide the COUNTY with a Certificate of Insurance assuring that all persons handling funds received or disbursed under this Agreement are covered by fidelity bond, moneys and securities or a crime policy in an amount consistent with sound fiscal practice and with the coverage necessary by the COUNTY for its own employees.

P. LIABILITY OF COUNTY

Work to be performed as provided herein shall be done by the SUBRECIPIENT as an independent contractor. The COUNTY shall not be liable for claims or damages or losses arising out of the performance of this Agreement by the SUBRECIPIENT, its sub-contractors or agents. This will apply except in those cases where the SUBRECIPIENT is a Department or Division of the COUNTY.

Q. HOLD HARMLESS

- 1) The COUNTY shall not be liable for any and all claims, actions, suits and judgments whatsoever arising out of the performance or nonperformance of this Agreement by the SUBRECIPIENT, its employees, officers or agents.

- 2) SUBRECIPIENT shall hold harmless, defend and indemnify the COUNTY its officers, agents and employees from all such claims, actions, suits, charges, and judgments under this Agreement.

R. AMENDMENTS

- 1) The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.
- 2) Such agreements shall not invalidate this Agreement, nor relieve or release the COUNTY of SUBRECIPIENT from its obligations under this Agreement.
- 3) The COUNTY may at its discretion, amend this Agreement to conform with Federal, STATE or local government guidelines, policies and available funding amounts, or for other reasons.
- 4) If such amendment results in a change in CDBG funding, a new exhibit shall be executed with corresponding changes to the project tasks, schedule and/or budget that now appear in SECTION E, F & G.

S. UNIFORM ADMINISTRATION REQUIREMENTS

The SUBRECIPIENT will comply with applicable CDBG Regulations in 24 C.F.R. Part 570 as now in effect, and as such law may be amended during the term of this contract. SUBRECIPIENT will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the COUNTY may prescribe.

In particular, SUBRECIPIENT agrees to establish internal controls in order to have reasonable assurance that SUBRECIPIENT is carrying out the Project in compliance with federal statutes, regulations, and terms and conditions of this contract, as required by 2 C.F.R. 200.303, as now in effect, and as such law may be amended during the term of this contract. SUBRECIPIENT also agrees to comply with provisions regarding protection of personally identifiable information as required by 2 C.F.R. 200.303 and 2 C.F.R. 200.512 as now in effect, and as such law may be amended during the term of this contract.

T. CIVIL RIGHTS

- 1) Compliance: The Subrecipient agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the

Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063 and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

- 2) Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the local government and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.
- 3) Section 504: The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The COUNTY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.
- 4) Affirmative Action:
 - a) Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such a program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.
 - b) Women and Minority Owned Businesses (W/MBE): The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act as amended (15 U.S.C. 632) and "minority and woman's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority or female business enterprises in lieu of an independent investigation.

- c) Access to Records: The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.
 - d) Notifications: The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the SUBRECIPIENT contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.
- 6) Subcontract Provision: The SUBRECIPIENT will include the provisions of Paragraphs S.1., Civil Rights, and S.4., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

U. MISCELLANEOUS PROVISIONS

- 1) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below, or to such other person or address as said party may provide in writing from time to time.
- 2) Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise.

V. SPECIAL CONDITIONS

- 1) Eligible Activities: All activities funded through this Agreement shall either benefit persons of Low and Moderate Income, as defined by HUD, or aid in the prevention or elimination of slums and blight as required by HUD in regulations contained in 24 Code of Federal Regulations Part 570. Maximum feasible priority shall be given to activities that benefit low and moderate-income persons.
- 2) Non-Discrimination: In the provision of services made available by the use of these funds the SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.

SUBRECIPIENT will not discriminate against or limit services to any person applying for such public services on the basis of race, color national origin, sex, age, disability or religion.

- 3) Religious Activities: SUBRECIPIENT will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such public services.

W. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

SUBRECIPIENT in accepting and using Community Development Block Grant funds hereby assures and certifies that it will conduct and administer the activities and funds under this Agreement in compliance with the following Federal statutes, regulations and circulars when applicable:

- 1) Section 109 of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.
- 2) Labor Standards: The labor standards requirements as set forth in 24 CFR Part 570 Subpart K and HUD regulations issued to implement Section 110 of the Act; The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the COUNTY pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the SUBRECIPIENT of its obligation, if any, to require payment of the higher wage.

SUBRECIPIENT shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- 3) Environmental Standards: Section 104(g) of the Act containing environmental standards and regulations contained in 24 CFR Part 58 to implement the requirements of the Act; The project awarded funding through this contract is subject to environmental review per 24 CFR Part 58. A Release of Funds has been obtained by Union County as the responsible entity for HUD. The project has received clearance and the letter is attached. Changes to the project may void this clearance and must be resubmitted for reevaluation. The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Union County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.
- 4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 42; The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The COUNTY may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.
- 5) Employment and Contracting: Executive Order 11246, as amended by Executive Order 12086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;
- 6) Lead-Based Paint: Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B, prohibiting the use of lead-based paint in residential structures;
- 7) Debarred Contractors: The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;

- 8) Procurement Standards: SUBRECIPIENT shall submit to the COUNTY documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. 570.489, and 2 C.F.R. 200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. 200.322 regarding procurement of recovered materials. Such procurement standards must include (but are not limited to) the following:
 - a) SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. A signed copy of such written code or standard of conduct shall be attached to this Agreement as Exhibit 4.
 - b) No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
 - c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a “covered person” includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, SUBRECIPIENT, or any designated public SUBRECIPIENT.
- 9) Executive Order 12372 concerning intergovernmental review of Federal programs, including implementing regulations contained in 24 CFR Part 52;
- 10) Section 3 of the Housing and Urban Development Act of 1968, as amended concerning Affirmative Action in the provision of training, employment and business opportunities, including the following provisions:
 - a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT's SUBRECIPIENTS and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of SUBRECIPIENT's, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is

provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The SUBRECIPIENT further agrees to comply with these “Section 3” requirements and to include the following language in all subcontracts executed under this Agreement:

“The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.”

The SUBRECIPIENT further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

If applicable, The SUBRECIPIENT will provide the COUNTY a written plan for Section 3 compliance prior to the start of construction. The plan will identify which persons, facilities, organizations and/or neighborhood interest groups will be strategically targeted and suggest specific outreach efforts that will be used to notify low-income and very low-income persons of available opportunities. Union County will meet with SUBRECIPIENTS who receive more than \$5,000 in CDBG assistance prior to construction to review the plan. The COUNTY will provide sample marketing materials to SUBRECIPIENTS to support their marketing efforts.

- b) The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements:
 - i) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - ii) Subcontracts: The SUBRECIPIENT will include the "Section 3" clause, referenced in SECTION V, Subpart 10.a., in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor SUBRECIPIENT. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 11) Drug Free Work Place Act;
- 12) National Historic Preservation Act of 1966, as amended;
- 13) Code of Federal Regulations Part 570 containing regulations for the Community Development Block Grant program.
- 14) Lobbying: The SUBRECIPIENT hereby certifies that:
 - a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 - b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
 - c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants,

and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and

- d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 15) Hatch Act: SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.
 - 16) Real Property Use: If applicable 24 CFR 570.503(b)(7) mandates that use of any real property under the SUBRECIPIENT'S control that is acquired or improved in whole or in part with CDBG funds in excess of \$25,000, must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of the Subrecipient Agreement (or a longer time as specified by the grantee in the Subrecipient Agreement). If a National Objective is not met during this time period, the grantee must be reimbursed for the current fair market value, less any portion of the value attributable to non-CDBG funds.
 - 17) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:
 - a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
 - b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of \$25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
 - c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this

Agreement shall be (a) transferred to the Grantee for the CDBG program or (b) retained after compensating the Grantee [an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment].

X. COMPLIANCE WITH STATE E-VERIFY REQUIREMENTS

Each Party affirms that it is exempt from the requirements of NCGS Chapter 64 Article 2 concerning the use of the free, web-based federal program known as “E-Verify” or other federally-authorized program to check the work authorization of all new employees in the United States (collectively, “E-Verify”), because it is a governmental body as defined in that Article. Each Party further affirms that it is a public entity that is required under other statutes to use E-Verify, and that it is at the time of execution of this Agreement, in compliance with those statutes concerning the use of E-Verify and agrees to remain in compliance with those statutes during the Term of this Agreement.

Y. COMPLIANCE WITH IRAN DIVESTMENT ACT (Required for contracts valued at more than \$ 1,000).

Pursuant to Article 6E of Chapter 147 of the North Carolina General Statutes the COUNTY must require most entities with which it contracts, which would include the SUBRECIPIENT under this Agreement to certify that the entity is not identified on a list created by the State Treasurer pursuant to N.C.G.S. § 147-86.58 (the “final Divestment List”). This requirement is related to ensuring that entities with which local governments contract are not involved in investment activities in Iran. SUBRECIPIENT certifies that (i) it is not listed on the Final Divestment List; and (ii) it will not utilize any subcontractor performing work under this Agreement which is listed on the Final Divestment List.

Z. MISCELLANEOUS PROVISIONS

- 1) The singular of any term used in this agreement shall include the plural, and the masculine shall include the feminine, and vice versa.
- 2) Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt request and mailed to the Party involved at the address and to the attention of the person set forth below, or to such other person or address as said Party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

The COUNTY: Union County
Patrick Niland, County Manager
Union County Assistant
500 North Main Street
Monroe, NC 28112

SUBRECIPIENT: City of Monroe
Teresa Campo, Community
Development Coordinator
300 West Crowell Street
Monroe, NC 28112

Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

IN WITNESS WHEREOF, Union County and SUBRECIPIENT have caused this Subrecipient Grant Agreement to be duly executed all as of the day and year first above written.

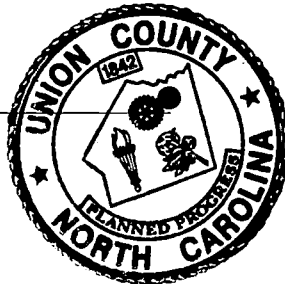
UNION COUNTY
NORTH CAROLINA

BY: Mark Watson
Mark Watson, County Manager

8/17/2020
Date

ATTEST:

By: Lynn G. West
Lynn West, County Clerk



8/17/2020
Date

NORTH CAROLINA
UNION COUNTY

I, Ava Strawn, a Notary Public for said County and State, certify that Lynn West personally came before me this day and acknowledged that she is County Clerk of the Union County, a political subdivision of the State of North Carolina, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager, sealed with the corporate seal, and attested by herself as its County Clerk.

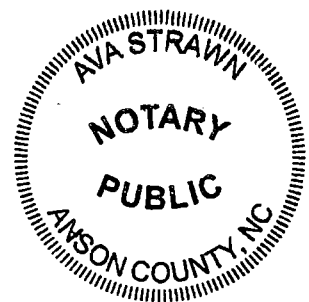
WITNESS my hand and official seal, this the 17th day of August 2020

Ava Strawn

NOTARY PUBLIC

MY COMMISSION EXPIRES: November 2, 2020

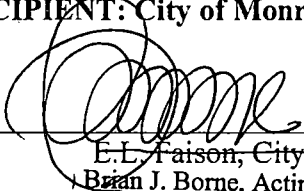
SEAL-STAMP



Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

SUBRECIPIENT: City of Monroe

BY: _____


E.L. Faison, City Manager
~~Brian J. Borne, Acting City Manager~~

June 23, 2020
Date

ATTEST:

Bridgette de. J. Robinson

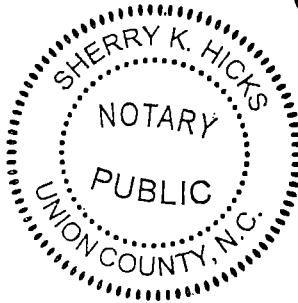
June 23, 2020
Date

(Affix corporate seal here)



NORTH CAROLINA, Union County. I, a Notary Public of the County and State aforesaid, certify that Bridgette Robinson personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 23 day of June, 2020 My Commission expires: 01/04/2021

SEAL-STAMP



Sherry K. Hicks
NOTARY PUBLIC

EXHIBIT 4

Conflict of Interest Requirements and Certification

To ensure compliance with U.S. Department of Housing and Urban Development (HUD) requirements and provide a fair and open environment for access to opportunities that arise from project and activities assisted with funds from Union County Community Development Block Grant Program, the **City of Monroe** "SUBRECIPIENT" shall adhere to these Conflict of Interest Procedures. The Conflict of Interest provisions are based on the Community Development Block Grant (CDBG). Program regulations found in 24 CFR 570.611 as now in effect, and as such law may be amended during the term of this contract. SUBRECIPIENT will also comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements set forth in this contract and in 2 C.F.R. Part 200, (which have been adopted by HUD through 2 C.F.R. Part 2400) as now in effect, and as such law may be amended during the term of this contract, or any reasonably equivalent procedures and requirements that the COUNTY may prescribe.

General Prohibitions

No employees, agents, consultants, elected officials, or appointed officials of an organization shall participate in the selection, award or administration of a contract supported by funding from the U.S. Department of Housing and Urban Development (HUD) if a conflict of interest, real or apparent, exists. This includes but is not limited to, programs and projects funded in whole or in part through Union County's CDBG Program. Officers, employees, and agents of the SUBRECIPIENT shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, subcontractors, or parties to agreements. This prohibition remains in effect during employment or tenure of the parties mentioned herein, and for one year thereafter.

Applicability

1. In the procurement of supplies, equipment, construction, and services by subrecipient
2. Acquisition and disposition of real property and the provision of assistance by the subrecipient to individuals, businesses, and other private entities under eligible activities that authorize such assistance (e.g., rehabilitation, preservation, and other improvements of private properties or facilities pursuant to § 570.202; or grants, loans, and other assistance to businesses, individuals, and other private entities pursuant to § 570.203, 570.204, 570.455, or 570.703(i)).

Who is Covered?

Any person who is an employee, agent, consultant, elected official, or appointed official of an SUBRECIPIENT participating in a project funded in whole or in part with CDBG funds made available by Union County, is covered by the Conflict of Interest provisions if they are currently employed or separated in the past 12 months:

- Exercise any functions, duties, or responsibilities with respect to projects supported by CDBG funding; or
- Are in a position to participate in a decision-making process, or gain inside information with regard to these activities; or
- Has a financial interest in any contract, subcontract, or agreement with respect to a CDBG assisted project or the proceeds of the contract, subcontract, or agreement, either for themselves or for those with whom they have immediate family or business ties.

Union County – City of Monroe Subrecipient Agreement
FY2018-2019 Concord Avenue Sidewalk Project Construction Phase II

General Procedures for Contracts and Agreements

As part of the Subrecipient Agreement with the Union County, the designated signatory of the SUBRECIPIENT shall sign the certification at the end of this document, acknowledging these guidelines are understood and will be enforced by the SUBRECIPIENT. Each SUBRECIPIENT is responsible for enforcing these provisions in its own operations and bidding procedures and is subject to periodic review and monitoring by Union County or its designee. All documentation used to determine compliance with conflict of interest requirements must be retained by the SUBRECIPIENT for at least five (5) years and be made available for monitoring purposes and upon request by Union County.

Penalties for Violations Include Repayment and/or Ineligibility

The penalty for violation of any of these provisions may include repayment of funding assistance provided through Union County's CDBG program, and/or ineligibility from future participation in CDBG assisted projects. The penalty, sanction, or other disciplinary action is determined by Union County on a case-by-case basis. Union County may consult HUD for direction on these matters.

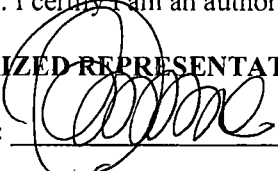
Exceptions and Requests for Exceptions

Upon written request to Union County, employees of the SUBRECIPIENT receiving CDBG funds, their agents, consultants, elected officers, or appointed officials and their immediate families may be considered for an exception to these provisions on a case-by-case basis. The designated signatory of the SUBRECIPIENT must submit the request for exception in writing to Patrick Niland, Assistant to the County Manager, Union County. In determining whether to grant the requested exception, Union County shall conclude that such an exception will serve to further the purposes of the CDBG program and the effective and efficient administration of the organization's program or project, taking into account the cumulative effect of the following factors as applicable. Union County reserves the right to refuse a request for exception. If this occurs, a written response will be provided.

Certification

As a duly authorized representative of the **City of Monroe** I agree to adhere to the above provisions for all projects receiving assistance from Union County's CDBG Program. All board and staff members have disclosed any potential conflicts of interest that could violate CDBG Program regulations at this time or at a later date. I certify I am an authorized official permitted to submit contractual documents.

AUTHORIZED REPRESENTATIVE:

Signature: 

Typed Name: ~~E.L. Faison~~ Brian J. Borne, Acting City Manager

Title: Acting City Manager

Date: June 23, 2020

**CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
CONCORD AVENUE SIDEWALK PROJECT
BO-2020-15**

WHEREAS, sidewalks will be constructed on the west side of Concord Avenue from Charlotte Avenue to Help Street; and

WHEREAS, the City has an agreement dated July 22, 2015 to partner with Union County for the entitlement program for the “Urban County” Community Development Block Grant (CDBG) Program;

WHEREAS, the City is a subrecipient of Community Development Block Grant Funds for the Year 2018 (FY 2018-2019) allocation in the amount of \$520,000 to be used for the purpose of the construction of approximately 4,000 linear feet of new sidewalk on Concord Avenue from Charlotte Avenue to Help Street;

WHEREAS, Staff recommends appropriating funds from Powell Bill Reserve Fund in the amount of \$729,000 to cover the remaining costs of construction for the sidewalk improvements plus a contingency amount of \$100,000 and transferring these funds to the Capital Project account to allow award of a contract to the lowest responsible bidder.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe hereby appropriates the revenues and expenses for the CDBG funds and appropriates and transfers funding from the Powell Bill Reserve Fund to the Concord Avenue Sidewalk Capital Project Account for the sidewalk project on Concord Avenue as follows:

General Fund:

Revenue:		
	Appropriation of Powell Bill Reserve Funds	\$829,000
Expense:		
	Transfer to General Capital Project Fund	\$829,000

General Capital Project Fund:

Revenue:		
	Grant Revenue	\$520,000
	Transfer from General Fund	\$829,000
Expense:		
	Capital Project Concord Ave Sidewalk	\$1,349,000

Adopted this 6th day of October 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee
VIA: E.L. Faison, City Manager
DATE: September 15, 2020
FROM: Russell Colbath, Water Resources Director
SUBJECT: Water Tank Logo Information

SUMMARY STATEMENT

The Public Enterprise Committee is requested to receive information and provide feedback regarding City water tank logo cost and implementation.

REVIEW

At the request of Council member McGee, staff has assembled the following information regarding water tank logos, cost, etc., as it relates to City branding. The following table shows the City water tanks and the potential cost of adding a two (2) sided logo to each tank. These costs are based on information from our tank maintenance company using an example from the City of Mounty Holly (attached). The Airport tank is not included since the FAA requires the current red-white checker board design, making a logo installation difficult.

Name	Type	Zone	Base Elev	Overflow Elev	Capacity Gallons	Logo Initial Cost
Camp Sutton	Elevated	East	566	764	500,000	\$35,000
Patton	Elevated	East	634	764	1,000,000	\$40,000
Nelson Hts.	Elevated	East	628	764	500,000	\$35,000
Goldmine	Standpipe	East	617	764	2,000,000	\$40,000
Airport	Elevated	West	672	846	250,000	NA - FAA
Rocky River	Elevated	West	662	846	1,000,000	<u>\$40,000</u>
Total						\$190,000

In addition to the initial installation cost, the following costs are anticipated:

- | | |
|---|------------------------|
| • Artwork and set-up | \$ 5,000 (one time) |
| • Increase in annual tank maintenance contract 5% | \$ 4,500 per year |
| • Logo re-paint 50% of initial | \$95,000 every 5-years |

A tank structure is typically painted for corrosion protection at least every ten years. However, the tanks can begin looking somewhat faded after 5 years, therefore a 5-year refresh is recommended on the logo to keep it looking sharp.

Summary of potential cost:

- | | |
|-----------|-----------|
| • Initial | \$195,000 |
| • 5 Year | \$307,500 |
| • 10 Year | \$425,000 |

Prior to 1998, our water tanks had no logos. After a Director change, it was deemed important, at a minimum, to identify the City of Monroe on each tank. This was standardized in a blue color scheme, font style, etc., and added to every tank at a relatively small cost.

Over the years as annual budgets have been prepared there have been many competing needs for available dollars, and a strong focus on keeping customer rates low, that enhanced water tank logos have not been considered. Staff is not aware of available grant funding for this type of application.

RECOMMENDATION

Staff provides this item for information and discussion. No action is requested of the Public Enterprise Committee.

Tank Reservoir Elevation

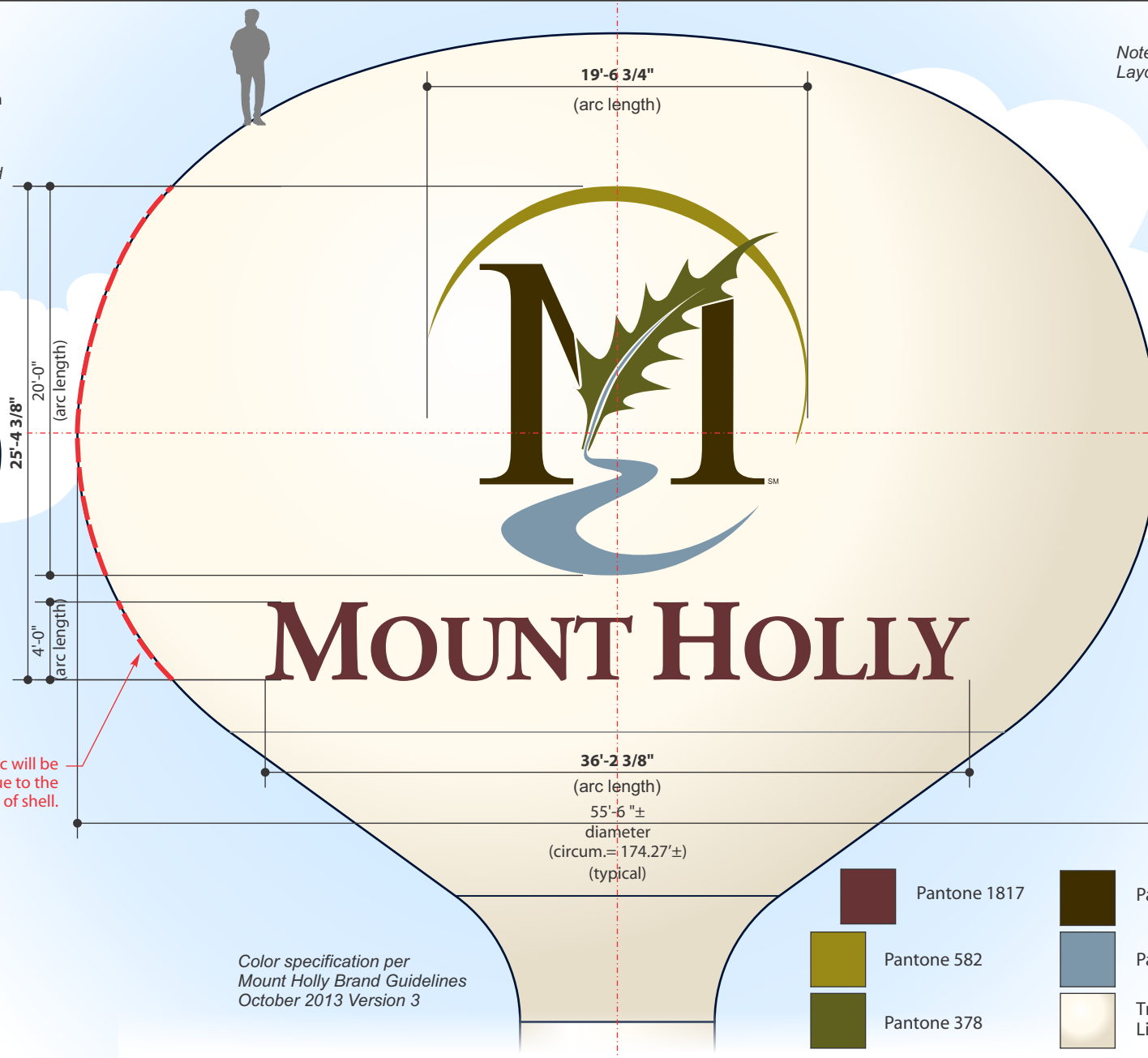
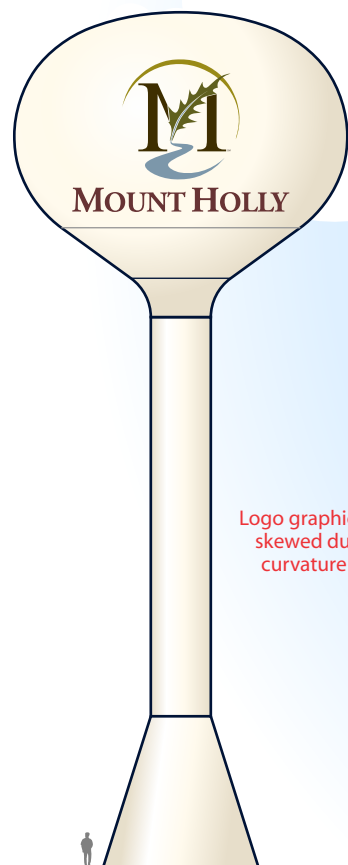
Planar measurements of graphics.

Tank measurements shown are based on a typical 500k gallon Pedesphere tank.

Owner/Engineer should verify all measurements prior to final approvals and production.

Quantity: (to be determined).
Exact orientation to be determined/verified in the field by owner/engineer.

Note:
Layout per client.



NTS



Tim Donovan | Owner
106 Mission Ct STE 1201
Franklin, TN 37067
615.473.0272 tel
888.492.1831 fax
Tim@TankLOGOS.com

Client: USCI
Design: Mount Holly NC Caldwell Dr 500KG PED DO
Revision Date: 03-13-17
First Print Date: 08-09-16
Scale: 1/8"=1'-0"±

Please sign copy(s) of this drawing and accompanying estimate if approved and return or fax to begin work.

Signature _____

APPROVED ☐ **DATE** _____

APPROVED AS NOTED ☐ **DATE** _____

REVISE + RESUBMIT ☐ **DATE** _____

Colors shown are close approximations due to uncontrollable variations in output devices, lighting conditions and media viewed on. Refer to color call-outs when specified. All renderings shown are approximate and are provided as a visualization aid. This design is copyright of TankLOGOS.com. Any unauthorized use of this drawing without exclusive permission from TankLOGOS.com is prohibited.

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