

CITY COUNCIL STRATEGIC PLANNING MEETING
300 WEST CROWELL STREET
MONROE, NORTH CAROLINA 28112
JUNE 10, 2025 – 4:30 P.M.
AGENDA
www.monroenc.org

1. Special Needs and Disabilities Committee Final Report
2. Code of Ordinances Amendments to Section 32 titled Boards, Commissions and Committees
3. Code of Ordinances Amendment to Chapter 160 titled Downtown District to Add Section 160. 04 titled Murals in Downtown (*Tabled from April 8, 2025*)
4. Dowd Center Theatre Private Rental Discussion
5. Closed Session Pursuant to North Carolina General Statute Sections 143-318.11(a)(1) and (a)(3)

- **Cell Phones/Pagers:** As a courtesy, please turn off cell phones and pagers while Meeting is in progress.



STAFF REPORT

TO: City Council

VIA: Mark Watson, City Manager

DATE: June 10, 2025

FROM: Ryan Jones, Property Management Director

PREPARED BY: Ryan Jones, Property Management Director

SUBJECT: Special Needs and Disabilities Committee Final Report

SUMMARY STATEMENT

A final report for the accomplishments and opportunities relative to the Special Needs and Disabilities Committee (SN&DC).

REVIEW

Pursuant to Proclamation P-2024-05, the purpose of the SN&DC was to investigate the status and adequacy of services by public and private agencies to residents with disabilities and special needs, make recommendations to City Council regarding additional services needed, investigate whether the City currently provided adequate open access and accommodation for facilities and services and any other matters the Committee deemed relevant. The Committee had up to 12 months in which to conduct its business and make a final report with recommendations to City Council.

The SN&DC Committee Chair will present a list of accomplishments and opportunities that exist through the SN&DC.

RECOMMENDATION

The SN&DC recommends that the Committee continue to function under the new name “Committee on Disabilities” as an advisory committee moving forward.

Proclamation P-2024-05

**PROCLAMATION CREATING
SPECIAL NEEDS AND DISABILITIES COMMITTEE
P-2024-05**

WHEREAS, the care and treatment of residents with disabilities and those with special needs is a source of concern in the City of Monroe which needs to be addressed in a humane and caring way; and,

WHEREAS, currently there are numerous programs, both public and private, in Union County and the City of Monroe providing needed services to our residents with disabilities and special needs; and,

WHEREAS, the residents of the City of Monroe should be concerned about the adequacy of existing services and the care of the City's residents with disabilities and special needs; and,

WHEREAS, the services provided by the City should be open, accessible, and adequate for all its residents including residents with disabilities and special needs; and,

WHEREAS, the City should address whether additional services such as transportation and activities for residents with disabilities are needed; and,

WHEREAS, as Mayor of the City of Monroe, it is my desire to form a multidisciplinary committee involving governmental agencies, nonprofit agencies involved in providing services to residents with disabilities and special needs, local ministries, and the business community to investigate and make recommendations to the Monroe City Council on the adequacy of services for residents with disabilities and the need for additional services by the City of Monroe.

NOW, THEREFORE, I, Robert A. Burns, by the virtue of the authority vested in me as Mayor and pursuant to §32.300 of the Monroe Code of Ordinances do hereby create and establish the Special Needs and Disabilities Committee as a Mayoral Committee of the City of Monroe. The purpose of the Committee is to investigate the status and adequacy of services by public and private agencies to residents with disabilities and special needs and make recommendations to the Monroe City Council regarding additional services needed, and to investigate whether the City currently provides adequate open access and accommodation for facilities and services, and any other matters the Committee deems relevant. The Committee shall have up to twelve (12) months in which to conduct its business and make a final report with recommendations to City Council.

The Special Needs and Disabilities Committee shall be composed of one (1) sitting City Council member who shall also serve as Chair and voting member of the Committee. In addition, there shall be up to four (4) non-Council members representing various governmental agencies, non-profit agencies providing services, faith ministries, and the business community, each of which to be appointed as required by Ordinance. The Committee shall be considered a public body and subject to all rules and regulations contained in the North Carolina Open Meetings Law (G.S. 143318.10 et seq.).

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Monroe to be affixed this the 31st day of January, 2024.

Attest:

Bridgette H. Robinson
Bridgette H. Robinson, City Clerk



Robert A. Burns
Robert A. Burns, Mayor



STAFF REPORT

TO: City Council

VIA: Mark Watson, City Manager

DATE: June 10, 2025

FROM: Terry Sholar, Senior Staff Attorney

PREPARED BY: Terry Sholar, Senior Staff Attorney

SUBJECT: Amendment of Chapter 32 – Boards, Commissions, and Committees

SUMMARY STATEMENT

Council is requested to consider the amendments to Chapter 32 – Boards, Commissions, and Committees to implement the boards and committees reorganization.

REVIEW

At its May 13, 2025 Strategic Meeting, City Council considered recommendations to reorganize the City's boards and committees. City Council requested City Legal Staff to prepare draft amendments to the City's boards and committees ordinance needed to implement the reorganization. The reorganization would establish four categories of committees to include City Council Committees, Citizen Advisory Committees, Statutory Committees, and Ad Hoc Committees. The reorganization establishes the roles and make-up of each category and the process for matters prior to being placed on a City Council Agenda. Chapter 32 of the Code of Ordinance was rewritten to accomplish the reorganization.

RECOMMENDATION

Staff recommends adoption of the amendments to Chapter 32 – Boards, Commissions, and Committees.

Attachment: Proposed O-2025-22 to Amend Chapter 32: Boards, Commissions and Committees

ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES
TITLE III: ADMINISTRATION
CHAPTER 32: BOARDS, COMMISSIONS AND COMMITTEES
O-2025-22

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE III, CHAPTER 32 OF THE MONROE ORDINANCES IS HEREBY AMENDED AS FOLLOWS:

Section 1. Delete Chapter 32 in its entirety and replace with the following:

CHAPTER 32: BOARDS, COMMISSIONS, AND COMMITTEES

Section 2. Add the following new sections to read as follows:

32.01. The following boards, commissions, and committees are hereby established as provided herein and organized into the following types of committees:

CITY COUNCIL COMMITTEES

32.10. The purpose of a Council Committee is to review all items coming to City Council from a Citizen Advisory Committee or Statutory Committee, refer matters for consideration to a Citizen Advisory Committee within the subject matter of the committee, and make appropriate recommendations before an item is placed on a City Council agenda. City Council Committees shall be composed of up to three City Council members without citizen appointees. The Public Enterprise Committee, General Services Committee, Citizens Appointment Committee, and Public Safety Committee comprise the Council Committees.

32.11. Public Enterprise Committee. The Public Enterprise Committee reviews, evaluates, and makes recommendations regarding matters involving City public enterprises operations including water, wastewater, electric utilities, natural gas utilities, stormwater utilities, the Charlotte-Monroe Executive Airport, solid waste, and any other enterprise established within the City. In addition, the Committee shall review and make recommendations to City Council on environmental matters or other matters as directed by City Council.

32.12. General Services Committee. The General Services Committee reviews, evaluates and makes recommendations regarding policies and practices involving general administrative functions such as finance, customer service, human resources, employee benefits, facilities, technology services and other administrative matters. In addition, General Services will review and make recommendations regarding Downtown Monroe, Economic Development, and Community Development matters.

32.13. Citizens Appointment Committee. The Citizens Appointment Committee reviews applications and makes recommendations to City Council on appointment of members to the various City boards, committees, and commissions. In addition, the Citizens Appointment Committee shall review and make recommendations to City Council regarding the appointment procedure and process. The Mayor Pro Tem shall serve as Chair of the Citizens Appointment Committee.

32.14. Public Safety Committee. The Public Safety Committee shall review, evaluate, and make recommendations on matters related to public safety including policies, procedures, and services provided by the Monroe Police Department and Monroe Fire Department. In addition, Public Safety reviews and makes recommendations on matters involving streets, engineering, building code, building code/minimum housing enforcement, and civil ordinance enforcement in general.

CITIZEN ADVISORY COMMITTEES

32.20. The purpose of a Citizens Advisory Committee is to consider matters within its program or subject matter area and make recommendations to City Council regarding policies, procedures, ordinances, and funding priorities. A Citizen Advisory Committee shall be composed of only citizens with a minimum of one City staff member to serve ex officio as a non-voting member based on their expertise in the subject matter of the committee. All Citizen Advisory Committee matters must be reviewed and considered by a Council Committee prior to being placed on a City Council agenda. The Parks and Recreation Advisory Commission, Airport Advisory Commission, Economic Development Advisory Board, Downtown Advisory Board, Planning Board, Community Development Advisory Committee comprise the Citizens Advisory Committees.

32.21. Parks and Recreation Advisory Commission.

1. Purpose. The City hereby establishes an advisory Parks and Recreation Commission to investigate the recreational needs of the City and make recommendations to the City Council and City Manager relative to all phases of recreation.
2. Membership; Compensation.
 - (a) Composition and Term. The Commission shall consist of seven (7) members, all appointed by the City Council, for four-year staggered terms. City Council appoints the Chair and Vice Chair.
 - (b) Requirements. All members must be residents of the City.
 - (c) Compensation. Commission members serve without compensation.
3. Meetings. The Commission shall establish a regular meeting schedule, which meetings are open to the public, to review and recommend policies and plans and programs for the City Parks and Recreation Department.

32.22. Airport Advisory Commission.

1. Created. The Airport Commission is created under authority of G.S. 63-53.
2. Membership. The Airport Commission shall consist of seven (7) members, three (3) of which are not required to be residents of the City of Monroe. The City Manager, or designee, shall serve as an ex officio member without a vote.
3. Designation of Chairperson; Term of Office for Members. The City Council designates the Chairperson and Vice Chairperson of the Airport Commission. All members shall serve for a period of four (4) years.
4. Attendance. Any member of the Airport Commission who misses more than three (3) consecutive regular meetings or more than half the regular meetings in a calendar year shall lose his or her status as a member of the Commission and shall be replaced or reappointed by the City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the Commission; except that in the event of a long illness or other cause for prolonged absence, the member shall be replaced.
5. Compensation. The citizen members of the Airport Commission are paid seventy-five dollars (\$75) per meeting for the Chairperson and fifty dollars (\$50) per member, per meeting attended, and are reimbursed for all expenses incurred by them in the course of their duties.
6. Meetings. The Airport Commission shall set a regular meeting schedule to include one (1) regular meeting each month, which is open to the public. The Chair, Vice Chair, or City Manager may cancel a regular meeting, or call a special meeting consistent with the procedures set out in § 32.50K.
7. Adoption of Rules; Records. The Airport Commission may adopt rules consistent with this ordinance for the orderly conduct of its business and keep records of its proceedings which are public record.
8. Duties. The Airport Commission is charged with the duty of investigating, studying and making recommendations to the City Council pertaining to the construction, enlargement, improvement, maintenance, equipment, operation and regulation of the Charlotte-Monroe Executive Airport.
9. Commission as Advisory Body. The Airport Commission shall not have legislative powers of its own, but shall act as an advisory body to the City Council concerning the matters in which it has charge. The City receives

recommendations on construction, enlargement, operation and regulations of the Charlotte-Monroe Executive Airport.

32.23. Economic Development Advisory Board.

1. Purpose. The purpose of the Monroe Economic Development Advisory Board is to advise and make recommendations to City Council regarding economic development activities within the City of Monroe, serve as a liaison between the City of Monroe and businesses and industries in the City, and promote economic development in the greater City of Monroe.
2. Composition. The Monroe Economic Development Advisory Board shall consist of seven (7) members appointed by the City Council. The City Manager, or his designee, shall serve as ex officio member without a vote.
3. Designation of Chairperson; Term of Office for Members. The City Council designates the Chairperson and Vice Chairperson of the Economic Development Advisory Board. All members shall serve for a period of four (4) years.
4. Attendance. Any member of the Economic Development Advisory Board who misses more than three (3) consecutive regular meetings or more than half the regular meetings in a calendar year shall lose his or her status as a member of the Board and shall be replaced or reappointed by the City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the Board; except that in the event of a long illness or other cause for prolonged absence, the member shall be replaced.
5. Compensation. The members of the Board serve without compensation.
6. Meetings. The Economic Development Advisory Board shall set a regular meeting schedule and all meetings are open to the public. The Chair, Vice Chair, or City Manager may cancel a regular meeting, or call a special meeting consistent with the procedures set out in § 32.50K.
7. Adoption of Rules; Records. The Board adopts rules for transactions and keeps a record of its resolutions, transactions, findings and determinations, all of which are public record.
8. Board as Advisory Body. The Economic Development Advisory Board shall not have legislative powers of its own, but shall act as an advisory body to the City Council concerning the matters in which it has charge.

32.24. Downtown Advisory Board.

1. Created.
 - (a) The Monroe Downtown Advisory Board having been created by the City of Monroe City Council shall be hereafter referred to as the Downtown Advisory Board.
 - (b) The Downtown Advisory Board shall be considered a public body and is subject to all rules and regulations for public bodies contained in the North Carolina's Open Meetings regulation, G.S. §§143-318.10 et seq.
2. Membership, Terms of Office, and Officers.
 - (a) Membership. The Downtown Advisory Board shall be appointed by City Council and consist of seven (7) citizen members. Members shall be required to be any of the following: residents of the City of Monroe; the full owner of a business located in the City's Downtown Central Business District; have no less than a ten percent (10%) ownership stake in a business located in the City's Downtown Central Business District; be a partner in a business located in the City's Downtown Central Business District (by way of illustration an individual who is a partner in a firm that provides legal services or accounting service would meet this requirement); or an employee of a business located in the City's Downtown Central Business District. The City Manager, or designee, shall serve as an ex officio non-voting member.
 - (b) Terms of Office. Members of this board shall serve staggered four (4) year terms.
 - (c) Officers. Chair and Vice Chair will be appointed by the City Council.
3. Meetings, Attendance, and Compensation.
 - (a) Meetings. The board shall establish its meeting schedule. Special meetings may be called by the Chair, Vice Chair, or City Manager.
 - (b) Attendance. Any member of the Downtown Advisory Board who misses more than three (3) consecutive regular meetings or more than half the regular meetings in a calendar year shall be subject to removal and replacement by the City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the Commission; except that in the event of a long illness or other cause for prolonged absence, the member shall be replaced.
 - (c) Compensation. Members of the Downtown Advisory Board shall receive compensation in the amount of seventy-five dollars (\$75) per meeting for the Chairman and fifty dollars (\$50) per member, per meeting attended.

4. Quorum and Voting. A quorum shall be constituted by a simple majority of board members, excluding vacancies. The Chair or the presiding member of the board shall vote on all matters of business considered by the board. A quorum shall be required before any vote is taken.
5. General Duties and Powers. The general purpose of the Downtown Advisory Board is to serve as an advisory board to make recommendations to City Council subject to such limitations as may be imposed by state law or by ordinances of the City, the board shall be embodied for the following purposes:
 - (a) Advise, deliberate and make recommendations to the City Council to help facilitate the implementation of the Downtown Master Plan.
 - (b) Serve to support economic development efforts and the marketing and promotion of downtown.
 - (c) Identify appropriate uses for downtown and identify developers/investors for downtown development.
 - (d) Recommend to City Council an overall policy for the continued development and sustainability of downtown.
 - (e) Develop financial tools for downtown development.
 - (f) Promote and facilitate the improvement of downtown infrastructure, including water, public safety, parks, parking, transportation, utilities sidewalks, sewer, and streetscape.
 - (g) Promote and facilitate a program to assist in business retention in the downtown.
 - (h) Promote and facilitate a marketing program to increase sales, visitors, and awareness of downtown.
 - (i) Provide City Council with representative community participation in preparing and implementing plans and reports concerning development of downtown.
 - (j) Promote, facilitate, and act as liaison to catalytic developments significantly affecting the downtown area.

32.25. Planning Board. Although the Planning Board is created by North Carolina General Statute, its purpose is to make land use and development recommendations to City Council. As such, the Planning Board serves an advisory role. However, all recommendations from the Planning Board must go directly to City Council as provided by state law without review by a Council Committee.

1. Created. There shall be a Planning Board of the City of Monroe in accordance with the following provisions:
2. Appointments; Terms. The Planning Board (PB) shall consist of seven (7) Regular members plus two (2) additional members which are designated Alternate Members to attend all meetings and serve if one (1) of the Regular Members is absent or unable to participate.

- (a) Members shall be residents of the City of Monroe and shall be appointed by City Council; one (1) Regular Member may reside outside of the City but within the extraterritorial jurisdiction (ETJ).
 - (b) City Council shall appoint the Chair and Vice Chair of the Planning Board who shall serve at the pleasure of the Council. The Chair or Vice Chair shall be subject to the term limit restrictions in § 32.50F of the City Code during the time they serve as Chair or Vice Chair.
 - (c) In addition to the foregoing Regular and Alternate Members, one (1) member of the Monroe Youth Council may serve as an ex officio, non-voting, uncompensated member. The Monroe Youth Council shall select the Youth Council ex officio member at the time it elects officers annually.
 - (d) The Chairperson shall receive seventy-five dollars (\$75) per meeting attended. All other members, including Alternate Members, shall receive fifty dollars (\$50) per meeting attended.
 - (e) Member Terms. Planning Board members shall be appointed for four (4) year staggered terms expiring on December 31st.
 - (i) Members may serve two (2) consecutive terms.
 - (ii) Any vacancy in the membership shall be filled for the unexpired term.
 - (iii) Members may continue to serve until their successors have been appointed.
 - (iv) An Alternate Member may be appointed a Regular Member at which time City Council shall appoint a replacement Alternate Member.
3. Organization, Rules, Meetings, and Records. Consistent with Article 3 of Chapter 160D of the North Carolina General Statutes, the Planning Board shall adopt rules for transaction of its business and shall keep a record of its members' attendance and of its resolutions, discussions, findings, and recommendations, which shall be a public record.
4. Meetings. The Planning Board shall adopt a regular meeting schedule.
- (a) The Planning Board may hold such special meetings as conduct of its business may require.
 - (b) All meetings shall be open to the public.
 - (c) The Planning Board shall keep minutes of its proceedings, showing the vote of each member upon every action or, if absent or failing to vote, indicate such fact.
 - (d) Unless otherwise provided by law, all records and minutes shall be public record.
5. Quorum. No official business of the Planning Board may be conducted without a quorum present.

6. Participating and Voting. The concurring vote of a majority of the then-sitting Members of the Board, whether Regular or Alternates, shall be required on all matters. A majority of the then-sitting Regular Members shall be required to decide any other matter or to determine an appeal made in the nature of certiorari.
 - (a) For the purposes of this division, an Alternate Member shall fill in for vacant positions on the Board and members who are not disqualified from voting on a matter which shall constitute the then-sitting Regular Members for each matter in consideration. Vacant or disqualified members shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. Once a member is physically present at a Planning Board meeting, any subsequent failure to vote will be recorded as an affirmative vote unless the member has recused himself or herself, or been excused in accordance with the division below.
 - (b) Members shall not vote on any advisory or legislative decision regarding a development regulation where the outcome of the matter being considered is reasonably likely to have a direct, substantial, and readily identifiable financial impact on the member. An appointed board member shall not vote on any zoning amendment if the landowner of the property subject to the zoning petition or the applicant for a text amendment is a person with whom the member has a close familial, business, or other associational relationship. For purposes of this section, a “close familial relationship” means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. In addition, a member who was not present at the hearing at which evidence relevant to the matter at issue was taken shall not vote on the matter.
 - (c) Attendance. Any member of the Planning Board who misses more than three (3) consecutive regular meetings or more than half the regular meetings in a calendar year shall be subject to removal and replacement by the City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member’s status on the Commission; except that in the event of a long illness or other cause for prolonged absence, the member shall be replaced.
7. General Powers and Duties. The following shall be the responsibility of the Planning Board:
 - (a) Generally. The Planning Board shall provide an advisory function, except where otherwise noted, to assist in making decisions pertaining to amendments to the comprehensive plan and the City of Monroe UDO, and applications for development approval.
 - (b) Prepare plans. The Planning Board shall prepare and recommend to the City Council, and from time to time amend and revise a

recommended comprehensive and coordinated plan for the physical, social, and economic development of the area. It shall prepare and recommend to the City Council policies, ordinances, administrative procedures and other means for promotion of the orderly development along lines indicated in the comprehensive plan and advise it concerning proposed amendments of such ordinances.

- (c) Zoning map amendment. The Planning Board shall review and recommend to City Council general and conditional district rezoning requests.
- (d) UDO text amendment. The Planning Board shall review and recommend to City Council proposed UDO text amendments.
- (e) Land use plans. The Planning Board shall review and recommend to City Council proposed land use plans and amendments.
- (f) Planned development. The Planning Board shall review and recommend to City Council proposed planned developments.
- (g) Other duties. The Planning Board may perform any other duties that may lawfully be assigned to it.

32.26. Community Development Advisory Committee.

1. Purpose. The Community Development Advisory Committee shall review and advise City staff and City Council regarding matters involving community development, citizen quality of life, area revitalization, housing, animal welfare, homeless individuals and policies on the provision of City services to special needs citizens.
2. Membership; Compensation.
 - (a) Composition and Term. The Committee shall consist of seven (7) members, all appointed by the City Council, for four-year staggered terms. City Council appoints the Chair and Vice Chair.
 - (b) Requirements. All members must be residents of the City.
 - (c) Compensation. Committee members serve without compensation.
3. Meetings. The Committee shall establish a regular meeting schedule, which meetings are open to the public.

STATUTORY COMMITTEES

32.30. Statutory Committees are created by state statute for the specific purpose set out in the statute and composed exclusively of citizens. Quasi-judicial matters heard by a statutory committee is the final administrative action by the City with no right of appeal to City Council. Except for the Planning Board, other matters and recommendations from statutory committees shall be reviewed by a Council Committee within the committee's subject matter before being placed on a City Council agenda. The Monroe Tourism Development Authority, Board of Adjustment, Historic District Commission, Historic Preservation Commission,

Alcoholic Beverage Control Board, Firefighter Relief Fund, and Monroe Housing Authority comprise the Statutory Committees.

32.31. Monroe Tourism Development Authority.

1. Purpose and Duties. The Monroe Tourism Development Authority is established to carry out the purpose and duties pursuant to and in conformity with North Carolina Session Law 2001-439 section 4.1 et seq.
2. Members; Terms. The Monroe Tourism Development Authority shall consist of ten (10) members composed of the Chair, or designee, of Monroe Downtown Advisory Board, Executive Director, or designee, of the Union County Community Arts Council, President, or designee, of the Union County Chamber of Commerce, three (3) members affiliated with the hotel/motel industry, one (1) member affiliated with the restaurant industry, and three (3) members shall be at-large. At least one-third (1/3) of the members of the Monroe Tourism Development Authority shall consist of members affiliated with businesses that collect the room occupancy tax in the City, and at least three-fourths (3/4) of the members must be individuals who are currently active in the promotion of travel and tourism in the City. The City Manager, or his or her designee, shall serve ex-officio as a non-voting member. All members shall be appointed by City Council for three (3) year, staggered terms with the initial appointments designated by City Council to consist of one-third (1/3) for one (1) year terms, one-third (1/3) for two (2) year terms, and one-third (1/3) for three (3) year terms. All members shall be residents of Union County or be employed by businesses located in Union County. City Council shall designate one (1) member of the Authority to serve as Chair and one (1) as Vice Chair and shall designate one (1) City Council member to serve as an ex-officio, non-voting member. Unless otherwise provided herein, appointments and terms shall be governed by this ordinance or Monroe Policy GA-05, Rules Boards and Commissions.
3. Finance. The Monroe Tourism Development Authority shall be a public authority under the Local Government Budget and Fiscal Control Act. The City of Monroe Finance Officer shall serve as the ex officio finance officer of the Authority. The Authority shall report quarterly and at the close of the fiscal year to the City Council on its receipts and expenditures for the preceding quarter and for the year in such detail as required by City Council.
4. Meetings. The initial meeting of the Monroe Tourism Development Authority shall be at a date, time and place to be designated by the City Manager for such meeting. Thereafter, regular meetings of the Authority shall be at the date, time and place determined by the members. At the initial meeting, the membership shall adopt reasonable bylaws to govern itself and additional officers pursuant to the duly adopted bylaws of the Authority. All

meetings of the Authority shall be open to the public and the subject to the North Carolina Open Meetings Law, G.S. § 143.318.9 et seq.

5. Compensation. Members of the Monroe Tourism Development Authority shall serve without compensation.

32.32. Board of Adjustment.

1. Created. There shall be a Board of Adjustment of the City of Monroe in accordance with the following provisions:
2. Appointments and Terms.
 - (a) The Board of Adjustment (BOA) shall consist of a minimum of five (5) and a maximum of seven (7) Regular Members plus two (2) Alternate Members to attend all meetings which shall replace and substitute for an absent or disqualified regular member not available to hear a matter on a case-by-case basis. All members including Alternate Members shall be appointed by City Council, and the Chair and Vice Chair shall be appointed by City Council.
 - (b) Members of the Board of Adjustment shall be residents of the City and shall be appointed by City Council; one (1) member may reside outside of the City but within the extraterritorial jurisdiction (ETJ).
 - (c) The Chairperson shall receive seventy-five dollars (\$75) per meeting attended. All other members shall receive fifty dollars (\$50) per meeting attended.
 - (d) Member Term. Board of Adjustment members shall be appointed for four (4) year staggered terms expiring on December 31st.
 - i. Members may serve two (2) consecutive terms.
 - ii. Any vacancy in the membership shall be filled for the unexpired term.
 - iii. Members may continue to serve until their successors have been appointed.
 - iv. An Alternate Member may be appointed a Regular Member at which time City Council shall appoint a replacement Alternate Member.
3. Rules of Procedure.
 - (a) Generally. Consistent with Article 4 of Chapter 160D and §160D-302 of the North Carolina General Statutes, the Board of Adjustment shall adopt rules for the transaction of its business and shall keep a record of its members' attendance and its resolutions, discussions, findings and recommendations, which record shall be public record.
 - (b) Meetings. The Board of Adjustment shall adopt a regular meeting schedule. In addition, the Board of Adjustment may hold such special meetings as the conduct of its business may require. All meetings and hearings shall be open to the public.

- (c) Quorum. No official business of the Board of Adjustment may be conducted without a quorum present.
 - (d) Participating and Voting. The concurring vote of four-fifths (4/5) of the then-sitting Members of the Board, whether Regular or Alternate, shall be necessary to grant a variance or take any other required action. A majority of the then-sitting Regular Members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari.
 - i. For the purposes of this division, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. Alternate Members shall replace and sit in the place of absent or disqualified Regular Members and be considered a then-sitting Regular Member for purposes of hearing a particular matter before the Board.
 - ii. Once a member is physically present at a Board of Adjustment meeting, any subsequent failure to vote will be recorded as an affirmative vote unless the member has recused himself or herself, or been excused in accordance with the division below.
 - iii. A member shall not participate in or vote on any quasi-judicial matter in a manner that would violate an affected person's constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or grandchild. The term includes the step, half, and in-law relationships. In addition, a member who was not present at the hearing at which evidence relevant to the matter at issue was taken shall not vote on the matter.
 - (e) Board Member Attendance. Any member of the Board of Adjustment who misses more than three (3) consecutive regular meetings, or more than half of the regular meetings in a calendar year shall be subject to removal and replacement by City Council.
- (4) General Powers and Duties. The Board of Adjustment shall have all the powers and duties as authorized by state law, and in the manner provided for in City of Monroe UDO. Generally, such powers and duties shall include, but not be restricted to, the following:

- (a) Special use permits.
 - (b) Variances.
 - (c) Temporary use permit (60-day or more).
 - (d) Appeals.
- (5) Reconsideration of Board of Adjustment Action.
 - (a) Whenever the Board of Adjustment disapproves an application on any basis other than the failure of the applicant to submit a complete application, such action may not be reconsidered by the respective board for a period of one (1) year unless the applicant clearly demonstrates that:
 - i. Circumstances affecting the property that are the subject of the application have substantially changed; and/or
 - ii. New information is available that could not with reasonable diligence have been presented at a previous hearing. A request to be heard on this basis must be filed with the administrator within the time period for an appeal to superior court. However, such a request does not extend the period within which an appeal must be taken.
 - (b) Notwithstanding division (a) above, the Board of Adjustment may at any time consider a new application affecting the same property that an application has been previously denied for. A new application is one that differs in some substantial way from the one previously considered.

32.33. Historic District Commission.

- 1. Created. There shall be a Historic District Commission of the City of Monroe in accordance with the provisions set out herein.
- 2. Purpose. The purpose of the Historic District Commission (HDC) is to identify, protect, and preserve Monroe's historic architectural resources and to educate the public on those resources and historic preservation. The Historic District Commission serves as an advisory board to the City Council and as a quasi-judicial body, which determines Certificates of Appropriateness and makes decisions on proposals for exterior changes to or demolition of any properties as well as new construction within Historic Districts.
- 3. Appointments and Terms.
 - (a) Members. The Historic District Commission shall consist of seven (7) regular citizen members appointed by the City Council. City Council shall appoint the Chair and Vice Chair.
 - (b) The Chairperson shall receive seventy-five dollars (\$75) per meeting attended. All other members shall receive fifty dollars (\$50) per meeting attended.

- (c) Member Terms. Members of the Historic District Commission shall serve terms of four (4) years. A member may be reappointed for a second consecutive term, but after two (2) consecutive terms a member shall be ineligible for reappointment until one (1) calendar year has elapsed from the date of the termination of their second term.
 - (d) Qualifications. All members of the Historic District Commission shall be residents of the territorial zoning jurisdiction of the City, and a majority of the members shall have demonstrated special interest, experience, or education in history or architecture.
- 4. Rules of Procedure.
 - (a) Generally. Consistent with Part 4, Article 9 of Chapter 160D of the North Carolina General Statutes, the Historic District Commission shall adopt rules for the transaction of its business and shall keep a record of its members' attendance and its resolutions, discussions, findings and recommendations, which record shall be public record.
 - (b) Meetings. The Historic District Commission shall adopt a regular meeting schedule. In addition, the Historic District Commission may hold such special meetings as the conduct of its business may require. All meetings and hearings shall be open to the public.
 - (c) Quorum. No official business of the Historic District Commission may be conducted without a quorum present.
 - (d) Participating and Voting. The majority of the Historic District Commission board shall be necessary on all decisions.
 - i. For the purposes of this division, vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members. Once a member is physically present at a Historic District Commission meeting, any subsequent failure to vote will be recorded as an affirmative vote unless the member has recused himself or herself, or been excused in accordance with the division below.
 - ii. A member shall not participate in or vote on any quasi-judicial matter in a manner that would violate an affected person's constitutional rights to an impartial decision maker. Impermissible violations of due process include, but are not limited to, a member having a fixed opinion prior to hearing the matter that is not susceptible to change, undisclosed ex parte communications, a close familial, business, or other associational relationship with an affected person, or a financial interest in the outcome of the matter. For purposes of this section, a "close familial relationship" means a spouse, parent, child, brother, sister, grandparent, or

grandchild. The term includes the step, half, and in-law relationships. In addition, a member who was not present at the hearing at which evidence relevant to the matter at issue was taken shall not vote on the matter.

- (e) Attendance. Any member of the Historic District Commission who misses more than three (3) consecutive meetings, or more than half the regular meetings in a calendar year shall be subject to removal and replacement by the City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the Commission; except that in the event of a long illness or other cause for prolonged absence, the member shall be replaced.
- (f) Annual Report. An annual report shall be prepared and submitted by June 30 of each year to the City Council. The annual report shall include a comprehensive and detailed review of the activities, problems and actions of the Historic District Commission, as well as any budget requests and/or recommendations.
- (g) Minutes. The Historic District Commission shall keep permanent minutes of all its meetings. The minutes shall record attendance of its members and its resolutions, findings, recommendations, and actions. The minutes of the commission shall be a public record.

5. General Powers and Duties. The Historic District Commission is authorized and empowered to undertake such actions reasonably necessary to the discharge and conduct of its duties and responsibilities:

- (a) To recommend to the Planning Board districts or areas to be designated by ordinance as "historic districts."
- (b) To recommend to the Planning Board that designation of any district or area as a historic district be revoked or removed.
- (c) To consider and approve or deny applications for Certificates of Appropriateness (COA) for major work.
- (d) To give advice to property owners concerning the treatment of the historical and visual characteristics of their properties located within a district, such as color schemes, gardens and landscape features, and minor decorative elements.
- (e) To propose to the City Council changes to this subchapter or any related ordinance and to propose new ordinances or laws relating to a historic district or relating to the total program for the development of the historical resources of the City and its environs.
- (f) To cooperate with other City boards or commissions or other governmental units; to offer or request assistance, aid, guidance or advice concerning matters under its purview of mutual interest.
- (g) To publish information about, or otherwise inform the owners of properties within a district of any matters pertinent to its duties, organization, procedures, responsibilities, functions or requirements.

- (h) To undertake programs of information, research or analysis relating to any matters under its purview.
- (i) To report violations of this subchapter or related ordinances to the local official responsible for enforcement.
- (j) To assist City staff in obtaining the services of private consultants to aid in carrying out programs of research or analysis.
- (k) To recommend to the City Council and the state districts worthy of national, state or local recognition.
- (l) To initiate and participate in negotiations with owners and other parties in an effort to find means of preserving buildings scheduled for demolition.
- (m) To establish guidelines under which the Director of Planning and Development may approve certificates of appropriateness for minor work. No application shall be denied without first being considered by the commission.
- (n) To conduct hearings on applications for certificates of appropriateness.
- (o) To organize itself and conduct its business by whatever legal means it deems proper.
- (p) To exercise such other powers and perform such other duties as are required elsewhere by this subchapter, the General Statutes of North Carolina or the City Council.

32.34. Historic Preservation Commission. Adopted by Reference. The ordinance establishing a joint Union County Historic Preservation Commission is hereby adopted by reference and incorporated as if set out at length in Title XV: Land Usage - Chapter 152: Historic Properties. Copies of the Ordinance are on file in the office of the City Clerk.

32.35. Alcoholic Beverage Control Board.

1. Established. The City Council hereby establishes the Board of Alcoholic Beverage Control through an Enabling Act in the General Assembly.
2. Members; Terms. The Board is composed of a Chairperson and two (2) other members appointed by City Council. All terms are for a three (3) year period.
3. Duties. The ABC Board has all the powers and duties prescribed for Boards of Alcoholic Beverage Control by G.S. 18B-701 and is subject to the powers and authority of the State Board of Alcoholic Beverage Control.
4. Subject to State Law. The Monroe ABC Board and the operation of the stores are subject to the provisions of the state General Assembly.

5. Meetings; Compensation. The ABC Board shall meet monthly and shall be compensated at the rate of one hundred fifty dollars (\$150) per meeting.

32.36. Firefighter Relief Fund.

1. Members. The Firefighters Relief Fund Trustees shall be composed of five (5) members. Members shall serve no more than two (2) four (4) year terms. Two (2) members shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund. Two (2) members shall be appointed by the City Council, and one (1) shall be named by the State Fire Marshall. Their selection and term of office shall be as follows:
 - a) The members of the fire department shall hold an election to elect two (2) representatives to the board to serve at the pleasure of the members of the department. The elected representatives may serve until their resignation or until the department holds an election to replace them. Board members elected pursuant to this subdivision shall be either active or retired members of the fire department.
 - b) The City Council shall appoint two (2) representatives to the board to serve at the pleasure of the governing body. Board members appointed pursuant to this subdivision shall be residents of the City of Monroe.
 - c) The State Fire Marshall shall appoint one (1) representative to serve as Trustee who shall serve at the pleasure of the Fire Marshall. The member appointed pursuant to this subdivision shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.
 - d) All Trustees shall serve without pay for their services. The Trustees shall meet in the month of January to organize by electing from their members a Chairman and a Secretary and Treasurer, which the last two (2) positions may be held by the same person. The Board of Trustees shall maintain a good and sufficient surety bond as required by Chapter 58 Articles 84 and 85 of the North Carolina General Statute. If the Monroe Fire Chief is not named on the Board of Trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board.
2. Meetings; Compensation. The Trustees meet, as needed, on call of the Chief or Chairperson of the Board, and serve without compensation.
3. Duties.
 - (a) The Trustees meet, as needed, to review claims resulting from injuries or sickness related to financial loss of fire personnel and manage and disburse funds consistent with Chapter 58 Articles 84 and 85 of the North Carolina General Statutes.

- (b) Retirement benefits for retired fire personnel are reviewed by the Board.

32.37. Monroe Housing Authority.

1. Established. The City Council hereby establishes the Monroe Housing Authority pursuant to the N.C. Housing Authorities Law.
2. Members; Terms. Pursuant to Chapter 157 of the North Carolina General Statutes, the Monroe Housing Authority is composed of five (5) citizen Commissioners appointed by the Mayor who also designates the first Chairperson. The Commissioners shall elect from its membership a Chair and Vice Chair thereafter. Commissioners serve an overlapping term of five (5) years. At least one (1) Commissioner shall be a person directly assisted by the Housing Authority but shall not vote on matters directly involving that Commissioner's conduct or individual tenancy.
3. Duties. The Monroe Housing Authority shall have all the powers and duties prescribed for housing authorities as provided in Chapter 157 of the North Carolina General Statutes.
4. Meetings; Compensation. The Monroe Housing Authority shall meet monthly, and Commissioners shall serve without compensation.

AD HOC COMMITTEES

32.40. Ad Hoc Committees

1. Formerly known as Mayoral Committees, Ad Hoc Committees are short-term committees created for a specific purpose with a limited time duration. An Ad Hoc Committee may be created by the Mayor or by City Council. Such Committees shall be composed of Council members and citizens as determined at the time the committee is formed. In addition, City staff or other individuals with special expertise in a subject matter may be appointed to an Ad Hoc Committee as a non-voting ex officio member. Appointment of members shall follow the Citizen Appointment process required for appoints to any board, committee, or commission. All recommendations from an Ad Hoc Committee must be reviewed by a Council Committee before being placed on a City Council agenda.
2. The Mayor by proclamation, or City Council by resolution, shall set out the purpose and scope of the subject of the Committee as well as its duration.
3. Due to the short-term nature and specific purpose of Ad Hoc Committees, the Ad Hoc Committees the number of types of committees change periodically.

32.50. General Provisions. The following shall apply to all boards, committees, and commissions unless otherwise provided by law or ordinance:

1. Appointment. All appointments to a Citizen Advisory Committee, Statutory Committee, Ad Hoc Committee shall be made pursuant to an application consideration process established by City Council. Appointments to a Council Committee shall be made with approval of City Council without application, review, and recommendation of the Citizens Appointment Committee.
2. Chair and Vice Chair. Unless otherwise provided by law, City Council shall appoint the Chair and Vice Chair of all boards and commissions who shall serve as such at the pleasure of the Council. Any Chair or Vice Chair appointed by City Council shall be subject to the term limit restrictions in § 32.50F below during the time they serve as Chair or Vice Chair.
3. Qualifications. Unless otherwise provided by law or ordinance, boards and commission appointees shall be residents of the City of Monroe and meet all of the requirements established by this ordinance or City policy. Appointees shall have no record of conviction of a felony or any conviction of a crime of moral turpitude.
4. Term Effective/Expiration Date. The terms of all board and commission members shall begin January 1 and expire on December 31 of the last year of their term.
5. Terms. A term of service on all boards and commissions shall be four (4) years unless otherwise provided by law or ordinance. Reappointment to a second term is not automatic and will be based on circumstances at the discretion of the City Council in each individual case. In addition, all members serve at the pleasure of City Council and may be removed at any time with or without cause at the discretion of City Council.
6. Term Limits. A length of service on all boards and commissions shall be limited to two (2) full successive terms excluding appointments to fill previously unexpired terms. The term limit provided herein does not toll or cease to run while a member serves as chair or vice chair.
7. Reappointment. A member of any City board or commission shall be eligible for reappointment at the discretion of City Council one (1) year after non-reappointment due to expiration of a term limit.

8. Time of Appointment. The appointment of City Council Members to a board or committee shall be made annually by City Council prior to January 1 for terms expiring January 1.
9. Attendance. Any member of a board or commission who misses more than three (3) consecutive regular meetings or more than half the regular meetings in a calendar year shall be subject to replacement or not being reappointed by City Council. Absences due to sickness, death or other emergencies of like nature shall be recognized as approved absences and shall not affect the member's status on the board; except that in the event of a long illness or other such cause for prolonged absence, the member may be replaced.
10. Meetings. All Boards, Commissions, and Committees shall establish a regular meeting schedule and provide the City Clerk with notice of its regular meeting date, time, and location or any changes.
11. Cancellation and Call of Special Meetings. Regular meetings of a Board, Commission, or Committee may be canceled for lack of business to conduct by the Chair, Vice Chair, or City Manager upon notice to the City Clerk and public notice as required. In addition, special meetings may be called by the Chair, Vice Chair, or City Manager upon notice to the City Clerk and public notice as required by the North Carolina Public Meetings Law. When feasible, the Chair, Vice Chair, and City Manager should communicate regarding the reason prior to canceling a meeting or scheduling a special meeting.
12. Ex Officio Members. Unless otherwise provided by law or ordinance, all ex officio appointments shall be non-voting members.
13. Conflict of Interest. A member of a board or commission shall not participate in the discussion or vote on any item involving their own financial interest or official conduct. It is the responsibility of the individual board member to bring to the attention of the entire board any item for which there may be a conflict of interest.
14. Voting. Members attending a meeting are required to vote on all matters coming before the committee. Once a member is physically present at a meeting, any subsequent failure to vote will be recorded as an affirmative vote unless the committee takes action to recuse the member from voting on the matter.
15. Public Bodies. All boards and commissions shall be considered a public body and are subject to all rules and regulations for public bodies contained in the North Carolina's Open Meetings regulation, G.S. §§143-318.10 et seq.

16. Code of Ethics. All members of boards and commissions shall be required to abide by the City of Monroe Code of Ethics and Attendance Policy and execute an Acknowledgement of Receipt of the Code of Ethics and Attendance Policy.
17. Compensation. City Council may make a determination on a case-by-case basis whether members of a particular Board, Commission, or Committee shall be paid and the amount shall be solely at the discretion of City Council unless otherwise provided by law. City Council members shall not receive payment for serving on a Board or Commission.
18. Expenses. Members may be reimbursed for expenses incurred when required as a member of a board or commission in keeping with the City of Monroe's travel and reimbursement policy. An expense reimbursement request shall be made on City Reimbursement Forms and submitted to the committee staff liaison for review and approval by the City Manager or designee.

Section 3. This Ordinance shall be effective upon adoption.

Adopted this 10th day of June, 2025.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: City Council

VIA: Mark Watson, City Manager

DATE: June 10, 2025

FROM: Pete Hovanec, Parks, Recreation and Tourism Director

PREPARED BY: Pete Hovanec, Parks, Recreation and Tourism Director

SUBJECT: Dowd Center Theatre Private Rental Discussion

SUMMARY STATEMENT

Monroe City Council enacted a pause in private rentals at the Dowd Center Theatre in March of 2024. Staff has been working with a consultant, as well as the mayoral Dowd Center Theatre Committee to determine best use of the theatre as well establishing more specific rules and regulations regarding private rentals.

REVIEW

Based on the recommendation from consultant Webb Management, staff is proposing to offer 10 private rental dates for non-profit organizations to use the theatre between July 1, 2025 and June 30, 2026. These 10 dates will be put out to the public by staff and will be dates determined by staff when no other theatre activities are scheduled.

Additional parameters for the private rentals will include: Marquee will designate private event; pipe and drape will be used in front of class windows; age restriction policy will be enforced; no obscene material as defined in General Statutes; only one event per non-profit; security deposits will be collected; and concessions will be handled by the Dowd.

There are other specific requirements related to use, staffing, deposits, fees and scheduling that will be defined in the contract with each potential renters.

By allowing the 10 private rental dates, the City of Monroe will receive roughly \$20,000 in revenue and meet the community need/request for use of the space.

RECOMMENDATION

Review the requirements for private rental use of the Dowd Center Theatre to allow 10 private rentals at the Dowd Center Theatre from July 1, 2025 to June 30, 2026. General Services Committee and the Dowd Center Theatre Committee reviewed and approved the recommendations.

Attachments: City of Monroe Safe Child Standards of Operation
Dowd Center Theatre Rental Inquiry Information
Dowd Center Theatre Rental Agreement
Dowd Center Theatre Business/Industry Partnership Rental Policy

CITY OF MONROE

SAFE CHILD STANDARDS OF OPERATION

PURPOSE

The Dowd Center Theater is strongly committed to child safety and establishing and maintaining a child safe and child friendly environment. The purpose of this Child Safety Standard of Operation (SOP) is to ensure the safety of patrons, minors (children under 18 years), by stipulating the proper qualifications and training for the staff and volunteers who manage and operate program within the Center. It also ensures children have permission of their parents or guardians to attend events, and they are under the supervision of a responsible adult to ensure proper decorum and behavior while at the Dowd Center Theater. This SOP reflects our commitment to provide a safe environment where every person has the right to be treated with respect and is safe and protected from harm.

All employees/contractors/volunteers interacting with minors will have to sign this document acknowledging that they have read and will abide by the Child Safe SOP. The Department Director and the Safety and Risk Coordinator have responsibility to ensure sign off and acknowledgement by staff members of the Child Safe SOP.

COMMITMENT TO CHILD SAFETY

All minors who come to the Dowd Center Theater have a right to feel and be safe. We are committed to the safety and well-being of all children accessing our services and the welfare of those children in our care will always be our first priority. We aim to create a child safe and child friendly environment where all children are valued and feel safe.

The City encourages and respects the views of minors who access our services via the Dowd Center Theatre, Monroe Science Center, Parks and Recreation Centers or other City facilities. We listen to and act upon any concerns that minors and/or their families raise with us. We teach children what they can do if they feel unsafe via our procedures outlined by administration. We ensure that minors and their families know their rights and how to access the complaints procedures available to them. We value diversity and do not tolerate any discriminatory practices.

PRACTICES AND GUIDELINES

To ensure that employees/volunteers/contractors/renters who work with minors have ongoing supervision, support and training so that their capacity is developed and enhanced to promote the establishment and maintenance of a child safe environment, the City of Monroe will implement strategies that include:

- All new employees/volunteers/contractors/renters undergo orientation and receive a copy of our child safe standard operating procedures and sign for acknowledgement by the department.
- All employees receive regular supervision sessions that include a focus on ongoing learning about child protection and other matters that affect minors.

Age Restriction

All minors below the age of eighteen (18) shall be accompanied by a parent, guardian, or other Responsible Adult. The accompanying parent, guardian, or other adult is responsible for and accountable for the behavior and decorum of the minor at all times while they are on the premises of the Theater. Minors are expected to exhibit proper etiquette, be respectful of others, and refrain from loud noise and disruptive activities while at the Theater. In lieu of a parent or guardian, a minor may be accompanied by a Responsible Adult while on the premises with a group or organizations such as a school groups, dance groups, or other organized group settings. Minors accompanied by a Responsible Adult shall have a permission slip signed by a parent or guardian identifying the Responsible Adult and granting parental permission for the minor to participate with the group on the premises of the Theater.

Two-Adult Protection Rule

At no time should a child be alone in the presence of only one adult during a city-operated program or special event. Private, one-on-one contact between a staff member or volunteer and a child is prohibited at all times. Two levels of leadership require two paid staff or a combination of a paid staff member and an approved volunteer. To provide for this process, the department is responsible for ensuring that sufficient adult leadership is provided at all times. If personal contact is needed (including first aid procedures) it must be in full view of other adults and/or children. In such cases, documentation is required (i.e., accident/incident reports).

Responding to Suspected Child Abuse and Neglect

The Dowd Center Theater will not tolerate incidents of child abuse. All incidents or suspected incidents of child abuse must be reported.

All employees and volunteers are required to review this policy and understand their obligation to notify the National Child Abuse Report Hotline on 1-800-4-A-CHILD as soon as practicable if they have a reasonable suspicion that a child has been, or is being, abused or neglected AFTER contact has been made to Department Director or the Safety and Risk Coordinator.

We will ensure that employees have access to relevant information resources such as Child safe environment: Guidelines for mandated notifies and information for organizations. We will ensure that support is available for the employee making the report.

Protection Guidelines

Caring for minors brings additional responsibilities for employees/contractors/volunteers of this organization. All staff members of this organization are responsible for promoting the safety and well-being of minors by:

- Ensuring the safety and welfare of the child or young person is principal at all times.
- Treating all minors with dignity, equality and respect.
- Adhering to this organization's child safe policy at all times.
- Ensuring that minors understand their rights and explaining to the child in age-appropriate language what they can expect when participating in an activity or program offered by the Center.
- Responding quickly, fairly and transparently to any serious complaints made by minors and/or their parent/guardian.
- Notifying the National Child Abuse Report Hotline as soon as practicable if they have a reasonable suspicion that a minor has been or is being abused or neglected.

Staff Conduct and Supervision

- No adult should be alone with minor(s) in any part of the Center, at any time during the program day.
- At least one staff member at a supervisory level must be present in the Center at all times.
- Staff must wear nametags or apparel that visually identify them to parents and visitors as employees who are responsible for the program and the children enrolled.
- Center staff may not take a child or children enrolled in the program to their home or in their own vehicle without permission of the child's parent and the Operations Supervisor.

Supervision of Children and Youth

- Minors must be accompanied by a parent, guardian, or authorized member of the program or event (Responsible Adult).
- Visual supervision of children must be maintained at all times. No child can be left unattended at any time whether indoors or outdoors, asleep, resting, or awake.

- Minors may be released only to a parent, legal guardian or a responsible adult.
- Indoor and outdoor activity spaces must be arranged so minors can be visually supervised by staff at all times.
- Staff, volunteers and adult actors may not verbally, emotionally, physically, or sexually abuse children and youth.
- Staff, volunteers and adult actors may not discipline children and youth by the use of physical punishment or failing to provide the necessities of care.

Dressing Rooms

Employees, contractors and site users must ensure that:

- Minors are supervised in change or dressing rooms while ensuring their right to privacy.
- A minimum of two adults of the same gender as the group should be present at all times.
- Adults avoid one-to-one situations with a Child in a dressing or change room area.
- Phones, cameras and recording devices are not used in dressing or changing rooms and in particular while minors are getting dressed.

Transporting Children

Employees and contractors may only transport Children in circumstances that are directly related to the delivery of City programs and services. Other than in an emergency, employees and contractors must not transport Children without prior written approval from their parent or guardian. Seeking approval requires providing information about the proposed travel, including the:

- Form of transport to be used
- Reason for the journey
- Route to be followed, including any stops or side trip; and
- Details of anyone who will be present during the travel.

ANNUAL REVIEW

To ensure that this procedure remains current and effective in identifying and minimizing risks of harm to minors, it is monitored and reviewed annually. This SOP will also be reviewed after any incident where a minor is at risk of harm or a breach is identified. Furthermore, this SOP must be reviewed in its entirety and accurate, complete records must be made of the review, including the date, location of review, who participated in the review and any discussions.

Name: _____ Date: _____

Signature: _____ Organization: _____

Dowd Center Theatre

Rental Inquiry Information

Before submitting a rental inquiry, please read the following information regarding the use of the City of Monroe's Dowd Center Theatre:

1. The Dowd Center Theatre is a City of Monroe venue that strives to provide unique entertainment opportunities and experiences in keeping with the community standards of the City of Monroe.
2. The Dowd Theatre hosts a variety of events and functions which include the following: City of Monroe Events, Community Partner Events, Business/Industry Partner Rentals, and Nonprofit Rentals. Scheduling of events and rentals are prioritized based on the type of event in the order shown above. Dowd ticketed events and concerts, movies, City of Monroe functions, performing arts organizations with residency agreements, local and regional civic gatherings, private individual and corporate bookings. The calendar and staffing for a multi-purpose performing arts facility like the Dowd is in constant motion, and these factors are a part of the scheduling process when you submit a request to calendar an event. To ensure full consideration of your application, we highly recommend choosing additional alternate dates for your booking.
3. The Dowd features separate and fixed performance and audience spaces. We are unable to support functions that require unmanageable door and backstage access, including competitions, conventions, recitals, private parties, or weddings.
4. The Dowd strictly adheres to an age restriction policy and adult/obscenity content policy for all events and rentals.
5. All alcohol sale and concessions will be by the Dowd/City staff.
6. Due to the demands of our programming calendar, rental opportunities are especially limited on Fridays and Saturdays with premium pricing. Sunday through Thursday bookings are often more available and are less expensive.
7. The Dowd seats 561 persons: Orchestra 245, Mezzanine 154 (30 seats are obstructed view), Balcony 162. Use of the balcony, however, is not routine for most events and must be approved by Dowd staff. For Lobby and Gallery events only, the standing room capacity is 120 persons; seated capacity, including use of tables and chairs, is 75 persons. The maximum on stage capacity is 45.
8. Our application process is as follows:
 - Submission of the online rental inquiry form. *Please note: Submission does not guarantee availability or suitability of the event for our venue.* The form can be found here: <https://dowdcentertheatre.com/venue/rental-inquiry-form/>.
 - The Dowd staff will evaluate your submission, and if it receives preliminary approval, we will contact you to arrange a required site visit.
 - During your visit we will discuss any detailed technical information about your event and special arrangements (if applicable).
 - After review, if your proposal is approved and the date available, we will provide a preliminary quote for the cost of your rental. If you agree to the preliminary quote, you will then be asked to sign a rental agreement. A deposit is required at the time of signing. A full refund of the deposit will be made if canceled sixty (60) days or more

- prior to the event, fifty (50) percent if canceled thirty (30) days or more prior to the event, and the refund is non-refundable if canceled within thirty (30) days of the event.
9. Rental process timelines vary according to the nature of your event. While inquiries and deposits can be submitted at any time, rental agreement payments are due 90 days before your event.
 10. For more information, we encourage you to carefully consider our Fee Schedule here: <https://dowdcentertheatre.com/venue/rental-fees/> and our rental agreement here:

Dowd Center Theatre Use Types

1. **City of Monroe Events** – Events or uses primarily by the City of Monroe including ticketed acts, movies, shows, cultural or art events, special events, City meetings, and functions put on by the City of Monroe. Such events may be sponsored by other entities, but primarily are events put on by the City.
2. **Community Partner Events** – Community Partners are artistic, cultural, educational, or governmental entities recognized by the City of Monroe for their significant cultural and quality of life contributions to the greater Monroe area. Community Partner Events are put on by the Community Partner but usually involve some level of sponsorship by the City of Monroe. Such organizations include, but are not limited to, Union County Community Arts Council, Union Symphony, Union County Playmakers, Union County Public Schools, Union County, South Piedmont Community College, multi-day youth recitals and programs. Community Partner events are not considered rentals, but applications and adherence to policies are required along with payment of a facility usage fee.
3. **Business/Industry Partner Rental** – Such Partners include non-retail businesses or industries located within the City of Monroe that employ more than 75 people. Such Business Partners are recognized for the employment and impact on the economic viability of the City of Monroe. Events may include employee appreciation, training, and corporate meetings. Such events are considered rentals and applications and rental fees are required pursuant to the Business Partner Rental Policy.
4. **Non-Profit Rentals** – These include non-profit corporations that are recognized as a 501c charitable organization. Priority for scheduling is given to non-profits headquartered within the City of Monroe first then non-profits headquartered in Union County. Non-profits shall be allotted ten (10) dates per year for rentals. Each non-profit may only receive one rental during each 10 date period. In addition, such rentals require applications, payment of rental fees, and must comply with all Dowd Theatre rental policies.



RENTAL AGREEMENT

This Rental Agreement is made and entered into as of the _____ day of _____, 20____, by the **City of Monroe** (“City”) and _____, “Renter.” City does hereby rent to Renter and Renter accepts all terms and conditions for the Dowd Center Theatre (the “Facility”) on _____ (date) for the purpose of holding an event described as follows:

At all times, Renter agrees to abide by all rules, regulations, policies, and guidelines for rental of the Facility including the following conditions:

APPLICATION, DEPOSIT, SCHEDULING

1. Renter agrees to review all rules, policies, fees schedules, and related information applicable to use of the Facility.
2. Renter agrees to promptly pay all deposits and costs indicated in the fee schedules and all fees and assessments incurred as a result of Renter’s use of the Facility. The initial costs identified by Dowd staff at signing are estimates and may change. After the event, a final invoice will be provided, if warranted. Payments must be received within thirty (30) days of invoicing or additional interests and fees may apply.
3. A deposit in an amount established in the fee schedule is required at the time of reserving the facility. A full refund of the deposit will be made if canceled sixty (60) days or more prior to the event, fifty percent (50%) if canceled thirty (30) days or more prior to the event, and the refund is non-refundable if canceled within thirty (30) days of the event. Dowd staff retains the right to reschedule or cancel and refund the deposit up to forty-five (45) days prior to the event if necessary to address scheduling conflicts.
4. Upon reserving the Facility, Dowd staff will facilitate one two-hour production meeting, at a date convenient for both parties, to coordinate all of the logistical and contractual details related to box office, front-of-house, performance, technical support, and safety. If more logistical planning is required for use of the theatre, additional rental charges will apply for the use of staff and facility.
5. Unplanned and/or unannounced visits are strongly discouraged. Visits with staff may be scheduled by appointment only.

Reviewed by DCT: _____

Renter Acknowledgement _____

Reservation Application & Agreement Page 1

USE OF FACILITY

6. Renter agrees to leave the Facility as it was found immediately prior to the rental. A pre-and-post-event walk-through will be conducted with Dowd staff. Please inform a staff member in writing of any damage as soon as it is discovered.
7. Renter is fully responsible for any damages to the Facility or equipment caused by any person associated with the event under Renter's supervision. Any additional charges for damages will be included in the final invoice for payment.
8. The Renter's property should be intact and self-contained during load-in. The construction or assembly of scenery, props, and costumes, especially in the presence of performers, is not allowed. If additional time and space is required for these tasks, additional rental times and rates will be required.
9. The Renter's property should be removed immediately upon completion of the event. Storage of production props, equipment, etc. will only be permitted during the period of the event and rehearsals. Any property left at the Facility after the rental dates may incur a storage fee. The Dowd and/or its staff will not be held responsible for stored items and/or damages of any kind to those items. The Facility dumpster may not be used to discard production props, sets, or equipment.
10. Smoking is not permitted in the Facility at any time.
11. Nothing may be taped, nailed, stapled, tacked, or otherwise affixed to any part of the Facility without explicit staff consent. A fee of fifty dollars (\$50) will be assessed for all such violations anywhere within the Facility.
12. The use of stage-grade, cloth spike tape on the stage floor is permitted. No other tape is permitted on the stage or any other part of the building, including masking tape or painter's tape. Stage-grade gaff and glow tape may be used at the discretion of the Dowd staff. All tape must be removed at the end of the event.
13. The windows in the gallery area facing Main Street must be covered with black pipe and drape covers during all events except City of Monroe Events.
14. Noise and music shall not exceed a maximum of 95 decibels in the theatre. The Dowd staff has full and final authority regarding volume levels within the Facility.
15. Eating and/or drinking are permitted in the lobby, gallery, loading dock and hospitality-designated areas only. Food and drink may not be consumed in the stage or backstage area, except for sealed, bottled water. Food and drink cannot be taken into the auditorium except as expressly authorized by Dowd staff. Care should be taken in planning refreshments to avoid foods that can be spilled and/or require special receptacles or clean-up. Professional

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cleaning of floors, seats, or any portion of the theatre will be conducted at the Renter's expense if deemed necessary by Dowd staff. The catering kitchen must be thoroughly cleaned after the event.

16. The back or side doors of the theatre may **not** be propped open unless attended at all times. Doors found propped open and unattended will result in a \$50 fee.
17. Animals are not permitted on the premises of the Facility, with the exception of service animals as defined by ADA, or with written staff consent if an essential part of the event.
18. If smoke, fog, or similar effects are used at the Facility, a firefighter employed by the City of Monroe will be required to supervise their use, and the Renter will be assessed the cost of a firefighter based on the Fee Schedule Rate. The use of pyrotechnics and/or open flame (including candles) is not allowed. Fire-retardant fabrics are strongly recommended.
19. Works of art or other displays within the Gallery Area or elsewhere within the Facility shall remain in place during the event and Renter is responsible for any damage to displays that occur during the rental. Renter may be required to drape or cover works of art at the discretion of the Dowd staff.
20. Firearms, including those carried pursuant to a Concealed Carry Permit, are not allowed at any time in any municipal building, including the Dowd Center Theatre.
21. Renter is responsible for obtaining, at Renter's expense, all necessary licenses and/or royalties prior to the date of the event. Viewing rights must be secured for the use of any film shown in the Facility prior to the request for an event date.
22. Any film that is not commercially licensed must be approved by the Operations Supervisor before being promoted at the theatre. Promotions may begin when cleared by the Operations Supervisor.
23. The Dowd Center Theatre does not provide catering for rental events. If rental of the Facility includes food preparation and/or serving of food or snacks, the Renter may select a vendor/caterer of their choice, as long as the caterer satisfies insurance and health permit criteria required by the City of Monroe and Union County.
24. The Dowd staff/City of Monroe will provide all alcohol concessions/sales at the Facility and will obtain all ABC Permits. Renter agrees to pay City all fees associated with the dispensing of alcohol based on the Fee Schedule during the rental.
25. All rentals that involve the use or sale of alcohol and/or merchandise require paid security officers provided by the City of Monroe Police Department unless otherwise expressly permitted by Dowd staff. Security must be arranged by the Renter and pay the cost incurred for security. The Dowd staff will provide contact information but is not directly involved in the number and scheduling process. Management also reserves the right to require additional

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security for certain rental events when appropriate or necessary at the sole discretion of the Dowd staff and the Monroe Police Department. This request must be arranged by the Renter with the Monroe Police Department or other security at least four (4) weeks prior to the event.

26. Renter must provide the Dowd with an accurate accounting of pre-event ticket sales twenty-four (24) hours before the start of the event. The pre-event count shall not exceed four hundred (400) tickets sold. Renter agrees to coordinate and/or limit the sale of additional tickets if necessary, including walk-up and door sales, in order to manage theatre capacity during the event. For events in which the City receives a portion of the ticket sales, accurate Box Office numbers must be provided by the end of the event. Renter agrees to provide Dowd staff with access to any and all box office records requested.
27. Renter is responsible for the collection and remittance of applicable sales, use or privilege tax on any goods or services sold directly to patrons in association with the event, including but not limited to merchandise, approved concessions, and admissions tickets not sold by the Dowd Box Office.
28. Renter will provide Dowd Center Theatre with an agreed-upon, limited number of complimentary tickets (free of charge) per rented event, to be used as deemed necessary by the Dowd staff for marketing and good-will purposes. It is the policy of the Dowd to provide complimentary tickets to members of the press.
29. Non-secure guest WIFI is available for patrons. However, wireless access devices, switches, routers, and hubs may not be connected to the City of Monroe's network. Use of the City of Monroe's WIFI network is entirely at the user's risk, and the City of Monroe assumes no responsibility for users' hardware, software, or data. It is the responsibility of each user to ensure that their equipment has appropriate virus protection when connecting to the network.
30. The Dowd Center Theatre is not a recording facility, and the Renter agrees to indemnify and hold harmless the Dowd Center Theatre and The City of Monroe from and against any and all claims, costs, expenses, and/or liability for damages related to any audio or video recording created during the rental period, including but not limited to any copyright infringement or intellectual property claims.
31. The Dowd Center Theatre shall not be held responsible for faulty equipment, except the cost of the rental of any added amenities.
32. The following must be included on all promotional materials when appropriate: "The Dowd Center Theatre reserves the right to require additional information or content warnings on promotions."
33. The Dowd and the City of Monroe reserve the right to refuse an event if the event is not appropriate to the mission of the theatre or if the event conflicts with any other event planned by the theatre.

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34. The Dowd staff will try to honor requests for use of the marquee but cannot guarantee a specific duration of time for any event display. Events may be listed on the marquee for the designated price per day shown in the fee schedule. All events displayed on the Marquee shall contain the following - "Private Event" except for City of Monroe and Community Partner Events.
35. To the extent permitted by North Carolina law, either party shall indemnify and save harmless the other party from and against any and all claims, costs, expenses, and/or liability for damages to person or property arising from or relating to the negligent or intentional breach or default in the performance of the other party's obligations under this agreement, including attorney's fees and court costs.

FORCE MAJURE

The Dowd Center Theatre is committed to the safety and security of its staff, renters, and patrons. As such, the decision to cancel events or close facilities is based on the overall concern for the safety and security of the all parties. In general, the City's practice is to remain open and to conduct business as usual during periods of inclement conditions. Upon the occurrence of a force majeure, including but not limited to, a natural disaster, act of God, act of war, terrorism, riot, civil disorder, or pandemic, the City reserves the right to cancel the event that is the subject of this Agreement without penalty upon notice to the Event sponsor. In the event of such a cancellation, both parties shall be excused from any further performance of their obligations in the Contract, and any deposits made shall be fully refunded.

PROHIBITED ACTIVITIES

The following events or activities are strictly prohibited at all times:

1. Any illegal activities including, but not limited to, the possession, use, sale, offer to sale, or display of illicit drugs;
2. Any activity including the display of material or actions in violation of Article 26 of Chapter 14 of the North Carolina General Statutes or activity prohibited by N.C. Gen. Stat. § 14-190.1;
3. Any activity involving the display, exhibition, or presentation which falls into the category of unprotected speech as established by State or Federal law, including obscene content, content of a sexualized nature, content designed to appeal to the prurient interest, or profanity; or
4. Any adult activity described in Chapter 112 of the Monroe Code of Ordinances.

The provisions of this section are strictly enforced by staff and security officers. Upon detection of any violation of this section, staff or security officers are authorized, and are

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required, to stop the event if the activity is associated in any way with the event, Renter, or event sponsors. Violators may be prosecuted criminally for violation of state or federal law. In addition, the Renter will be prohibited from rentals or use of the Facility in the future.

EVENT SUPERVISION

The following conditions must be observed during the period of the rental:

- All events must assign adult supervision to the following area: Lobby/Gallery, and Backstage (especially the Dressing Room areas). This supervision can be in rotation or shared, but must remain constant.
- The production should assign a Production or Stage Manager to coordinate all onstage rehearsals and activities
- The production should assign a Front of House Manager to coordinate box office and concession sales
- The production should establish a uniform call time for participants. Drop-off should be conducted via the backstage loading dock door on Stewart Street. Participants will not be allowed to enter via the front of the theatre. Participants should limit their presence in the Gallery and Lobby areas and enter only when necessary.

A specific time frame should be established for pick-up of participants at the front or rear of the theatre. Any entrance or exit from the front of the theatre after rehearsal must be supervised and coordinated.

CHILD PROTECTION POLICY

The Renter must read and sign the City of Monroe Safe Child Standards of Operation document attached to the end of the rental Agreement. This document details the policies and procedures for the supervision of and interaction with minors in City facilities.

GUEST SERVICES: SEATING

Six wheelchair accessible seating areas are available in the auditorium. These areas are located on the first and last rows of the main floor. Seating behind the sound and lighting desk are obstructive view. The balcony is only accessible via stairs.

GUEST SERVICES: PARKING

- a. On-street parking is available for patrons & renters. Main Street is the most convenient, Monday-Friday, limited to two (2) hours between 8AM and 5PM.
- b. The public parking lot at South Main Street and West Correll Street is the best option for patrons. Other City lots may also be utilized for patrons and renters.
- c. Marked handicap parking spots and a drop off ramp are available at the corner of Main Street and West Windsor Street.
- d. The parking lot adjacent to the Dowd Center Theatre loading door is not the

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property of the Dowd Center Theatre and is not available for patrons and renters at any time.

- e. The parking lot between the theatre and Southern Range Brewing on Stewart Street may not be used by patrons nor renters.
- f. The parking lot behind the US Postal Service facility on South Stewart Street should not be used during typical business or event hours.
- g. The concrete slab approaching the loading door on the side of the theatre is available to Renter prior to, during and after a performance. Avoid blocking adjacent parking lots from the rear-loading door.
- h. For a detailed parking map of the area surrounding the theatre, visit the Directions and Parking page on the Dowd Center Theatre website here:

Signature of Dowd Center Theatre Rental Application/Agreement includes acceptance of all policies herein.

IN WITNESS WHEREOF, the Renter has caused this Rental Agreement to be executed individually or on behalf of the entity entering into the Rental and the signer affirms it is duly authorized as an agent or officer of the entity fully authorized to sign on its behalf. In addition, each party hereto agrees that any Electronic Signature intended to replicate a written signature, shall be presumed valid, and the other party may reasonably rely upon it. For purposes hereof, "Electronic Signature" includes, but is not limited to, a scanned copy of a manual signature, and electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature.

Signature of Individual or Representative:

Date:

Print Name: _____ Position:

Organization (if applicable)

Dowd Center Theatre Operations Supervisor or Designee:

Date:

Invoice Sent:

Date:

Deposit Secured:

Date:

120 South Main Street, Monroe NC 28112

Telephone:

(704) 282 – 4577 Email:

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dctheatre@monroenc.org
Website:
www.dowdcentertheatr.com

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Dowd Center Theatre Business/Industry Partnership Usage Policy

PURPOSE:

The City of Monroe owns, operates, and staffs the Dowd Center Theatre as an entertainment venue in Downtown Monroe. The Center Theatre is a multifunctional space that can accommodate small meetings and trainings in the gallery/lobby and seats roughly 550 people in the auditorium for speakers, movies, music, presentations and various other uses.

This policy sets forth parameters for the use of the theatre for events and activities as a partnership with City of Monroe for corporate/industrial companies (see definitions) located within the city limits for the purpose of, but not limited to, the following activities:

- Staff training
- Team building
- Employee appreciation
- Leadership training
- Executive meetings
- Movie screenings
- Motivational speakers

DEFINITIONS:

Corporate/Industrial Company: A non-retail business or industry located within the City of Monroe corporate boundaries that employs more than 75 people.

Fees: All rental fees and expenses are determined by the date scheduled, day of the week, time of day, the exact nature of the event, the anticipated attendance, and the requirements of the tenant or lessee.

Availability: All usage will be subject to the availability of the theatre and theatre staff. Initial contact should be through the dowdcentertheatre.com website and the rental inquiry form.

GUIDELINES FOR DETERMINING ELIGIBILITY:

City of Monroe staff will evaluate each request to ensure it falls within the specified requirements for usage including the determination of the corporate/industrial entity, date availability and cost. Staff will work with the requestor to ensure the event setup and specifics are within the capability of the theatre and follow staff's recommendation and direction regarding setup and all the specifics pertaining to the proposed event.

Based on the specifics of the proposed event, staff will determine the rental cost based upon the Theatre's posted fee schedule, which has been approved by Monroe City Council. The Dowd Center Theatre reserves the right to adjust its usage/rental policies and fees depending on the requirements and needs of the event.

ADMINISTRATION:

The Communications and Tourism Department, Dowd Center Theatre Division, is responsible for the administration of this process. Each user must sign the Rental Agreement and adhere to all policies, established rules, and requirements regarding use of the Dowd Center Theatre.

Management reserves the right to refuse a usage request if the event is not appropriate to the mission of the theatre or if the event conflicts with any other event planned by the theatre.

CONCLUSION:

This Business/Industry Partnership will promote, enhance and support local economic development within the City of Monroe. The City of Monroe is committed to supporting local economic development and providing the Dowd Center Theatre as an option for existing companies, which will assist in strengthening corporate relationships and helping to bring business to the Downtown area.