

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, October 2, 2025 - 4:15 PM**

AGENDA
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1. Minutes of General Services Committee Meeting of August 7, 2025

2. Budget Amendment for Historic Preservation Fund Grant

3. Budget Ordinance and Promissory Note for Parks and Recreation Centers and Monroe Country Club Pro Shop Improvements

4. Change Order Request by LandDesign for Winchester Redevelopment Initiative

5. ElectriCities Downtown Revitalization Grant Application (Fall 2025)

6. Resolution Accepting Parks and Recreation Department Donation from Monroe Disc Golf League

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
August 7, 2025 - 4:15 PM

MINUTES

Present: Committee Member Julie Thompson (Chairwoman), Committee Member Gary Anderson, Committee Member Surluta Anthony

Absent: None

Staff: Mark Watson, City Manager; Lisa Hollowell, Assistant City Manager; Jeffrey Wells, Assistant City Manager; Lisa Strickland, Director of Finance; Ashley Ivey, Assistant Finance Director; Terry Sholar, Senior Staff Attorney; Richard Long Jr., City Attorney; Sarah McAllister, Engineering Director; Pete Hovanec, Director of Park/Rec & Tourism; Rhett Bolen, Chief of Police; Teresa Campo, Strategic Projects Manager; Ryan Jones, Director of Property Management; Malcolm Weeks, Airport Manager; Catherine Mullis, Permit Center Supervisor; TJ Goforth, Assistance Chief of Police; William Auret, Land Development Engineering Manager; Douglas Britt, Assistant Director of Planning and Development; Donna O'Keefe, Downtown Manager; Chad Shoultes, Police Captain I; Leesa Jensen, Director of Human Resources; Barney Malone, Police Lieutenant I; Angela Duncan, Senior Budget Analyst; Camden Baucom, Budget Analyst, Leann Yandle, MAFC Superintendent.

Visitor(s): Jeff Arthur, Home Again Foundation; Rick Gilbert, Home Again Foundation; Eric Thomas, Home Again Foundation; Greg Moore, Home Brew; Jerry Whelan, Mattamy Homes.

The General Services Committee met in the City Hall Conference Room at 4:15 p.m. on August 7, 2025. A quorum was present. Chairwoman Julie Thompson presided.

Item 1. General Services Committee Meeting Minutes from July 3, 2025.

The minutes from the July 3, 2025 General Services Committee meeting were presented for the Committee's approval.

Committee Member Anthony moved to approve the minutes of the General Services Committee Meeting of July 3, 2025.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 2. Parks & Recreation Home and Community Care Block Grant.

Pete Hovanec, Parks, Recreation and Tourism Director, presented the Parks and Recreation Department seeks to accept a grant from Centralina Area Agency on Aging and requests a budget amendment.

The Parks and Recreation Department has received a grant in the amount of \$18,000 from the Centralina Area Agency on Aging. The purpose of this grant is to improve planning, management and coordination of community based services provided to older adults and to promote the visibility of aging programs at the

local level. These funds will allow our department to provide the opportunity for participants to enjoy programs and facilities at a high quality level that include, but is not limited to, amenities throughout the facility, as well as, funding utilized to pay instructors for our Tai Chi, Zumba Gold and Stiff to Strong programs. There is a 10% match associated with this grant that can be funded through the operational budget of the Active Adult Center.

Staff requests General Services Committee approval to accept funds associated with the Home and Community Care Block Grant funding and approve the budget amendment and forward to City Council Consent Agenda for council approval.

Committee Member Anthony made a motion to accept the funds and approve the budget amendment and forward to City Council Agenda for council approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 3. Code of Ordinance Amendment to Section 33 titled Personnel Policies.

Terry Sholar, Senior Staff Attorney, presented the proposed amendment to Chapter 33 Personnel Policies, Article I General Provisions.

Article I of the Chapter 33 of the Monroe Code of Ordinances establishes the General Provisions regarding City of Monroe Personnel Policies. Article I also outlines the roles of City Council and the City Manager regarding City pay plan, personnel policies, and the responsibilities of each. Existing language in the Ordinance is somewhat contradictory and confusing. The amendment is needed to clarify the duties of each consistent with existing practices of the City of Monroe.

Staff recommends that the General Services Committee approve the proposed amendments and forward to City Council for approval and adoption of an Ordinance formally approving the changes.

Mr. Mark Watson, City Manager, requested this clarification of this ordinance to ensure a clear understanding of what the city council needs to approve and what falls under the city manager's responsibilities. He also mentioned that there are other policies that require revision and cleanup to make it easier for everyone to find information and understand their respective responsibilities.

Committee Member Anthony made a motion to approve the revision to clarify ordinance and forward to City Council for approval and adoption of an Ordinance formally approving the changes.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 4. Airport FY2026 Fees Schedule Ordinance Amendment.

Malcolm Weeks, Airport Manager, presented that Staff recommends that General Services support a Fee Schedule Ordinance Amendment to the FY 2025-26 Airport Fee Schedule. This Ordinance amendment provides customer flexibility within the approved fee schedule. Also staff recommends a change for Take-Off Weight designation that should be displayed as Maximum Take-Off Weight (MTOW) for clarification. Finally, we need to reclassify the current Airport Development Fee to Airport Maintenance Fee and publish the Fee Schedule to properly reflect utilization of these funds.

This Ordinance proposes amendments to the FY 2025–26 Fee Schedule in three areas:

1. Airport Fee Schedule includes a Facility Fee that is waived by a minimum fuel purchase. In some instances, aircraft are unable to take the required minimum quantity of fuel to waive the facility fee. In these situations, the Airport prorates the facility fee and fuel totals commensurate with the total fuel purchased.

2. The current Fee Schedule lists "T/O wt" (take-off weight), which should be updated to state "Maximum Take-Off Weight (MTOW)" to avoid potential confusion by customers.
3. Reclassify current Airport Development Fee to Airport Maintenance Fee and publish Fee Schedule to properly reflect utilization of these fees.

These fee adjustments will have minimal fiscal impact, as these fees represent current practice.

Staff recommends General Services Committee recommend and support this request for a Fee Schedule Ordinance Amendment.

Committee Member Anderson made a motion to forward to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 5. Mural Guidelines and Ordinance.

Donna O'Keefe, Downtown Director, presented The General Services Committee is requested to consider and approve for recommendation to City Council the Mural Ordinance and accompanying Guidelines for Mural Projects on a Private Building in Downtown Monroe.

The Monroe City Council finds that the painting of art or murals on buildings located in the Downtown District can enhance the quality of life, vitality, and appearance of Monroe's Downtown. Murals are a form of public art in that they are by design intended to be public displays. Therefore, the commissioning, painting, and maintenance of public art as murals in the Monroe Downtown District should be carried out on behalf of the public only by the City of Monroe utilizing a well-designed process involving public input and approval by Monroe City Council.

An original ordinance was created and presented to the Downtown Advisory Board on February 19, 2025 and to City Council on April 8, 2025. The DAB recommended that ordinance to City Council. City Council reviewed the ordinance at their April 8, 2025, regular meeting. City Council did not adopt the Mural Ordinance but did recommended staff come back to council with the Mural Ordinance along with an accompanying guidelines for public and private mural projects.

On July 17, Staff presented the Mural Ordinance, Guidelines for Mural Projects on a Private Building in Downtown Monroe, and Guidelines for a Public Mural Project. The Downtown Advisory Board recommended both the ordinance and the guidelines to the General Services Committee and City Council at their July 17, 2025 regular meeting.

The Downtown Advisory Board and Staff requests the General Services Committee recommend approval of the Mural Ordinance: Title XV, Chapter 160, Section 160.04 and Guidelines for Murals Projects in Downtown District of Monroe to City Council.

Committee Member Anthony made a motion to approve the Mural Ordinance: Title XV, Chapter 160, Section 160.04 and Guidelines for Murals Projects in Downtown District of Monroe to City Council.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 6. Budget Ordinance and Contract Award for City of Monroe Downtown Master Plan.

Jeff Wells, City Assistant Manager, presented that the General Services Committee is requested to consider and recommend to City Council the selection of Shook Kelley as the consultant to execute the 2026 City of

Monroe Downtown Master Plan and approve a Budget Ordinance to provide funding totaling of \$209,000.00.

The City of Monroe Downtown Master Plan project will begin in the fall of 2025 and run through late summer 2026 and will focus on delivering:

1. A Development Strategy that includes a design-based vision for Downtown.
2. Expanding the study boundary to include additional sub-districts.
3. Separate and unique Place Brand for adjacent sub-districts.

Shook Kelley's approach will include three phases. Each phase will contain public engagement seeking significant community input, including surveys and public outreach.

Project Scope of Work:

Phase 1 - Preliminary Analysis, Vision Statement, and Organizing Principles will include:

- o Mobilization and reconnaissance
- o The creation of a technical committee that includes City and Shook Kelley staff
- o Stakeholder Outreach
- o Establishment of a Project Steering Committee that includes members of the public, such as: property owners, business owners, residents, etc.
- o Stakeholder Interviews

Phase 2 – Alternate Futures and Concept Framework Plan will include:

- o Identification, Scoping, Analysis, and Preparation of Key Plan Components
- o Outline of Selected Key Plan Components and Associated Description/Scope.
- o Identification of Future Scenarios
- o Concept Framework Plan

Phase 3 – Master Plan and Implementation Strategy

- o Draft and final Downtown Master Plan
- o Draft and final Implementation Strategy
- o Draft and final Master Plan Compendium

The city received eleven responses to the Request for Qualifications. Staff interviewed five consulting firms as part of the selection process. This project will provide an important update to the 2008 Downtown Master Plan and serve as a guiding document that outlines the vision and strategies for the future development of Downtown Monroe and its adjacent sub-districts.

Funding for the Downtown Master Plan is requested from the Formal General Fund Balance Assignment for downtown projects. That fund currently has \$1,369,993.00. Approval of a Budget Ordinance to transfer funding totaling \$209,000 is requested.

The Downtown Advisory Board, at their July 16th meeting, recommended approval of the selection of Shook Kelley as the consultant to complete the Downtown Master Plan.

The Downtown Advisory Board and Staff request the General Services Committee recommend approval to City Council the selection of Shook Kelley as the consultant to complete the 2026 Downtown Master Plan project scope of work and to recommend approval of Budget Ordinance BO-2025-14 in the amount of \$209,000.00 to establish a project fund and authorize the City Manager to execute all required documents.

Committee Member Anderson made a motion to forward it to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 7. Addition of 457(b) Retirement Benefit.

Leesa Jensen, Human Resources Director, presented that the Human Resources Department seeks approval to implement a 457(b) Deferred Compensation Plan as an optional, supplemental retirement savings vehicle for City employees. A 457(b) plan allows eligible employees to contribute a portion of their salary on a pre-tax or Roth basis, helping them build retirement savings through convenient payroll deductions. The program is entirely voluntary and requires no financial contribution from the City.

This benefit will enhance the City's overall retirement offerings, aligning with standard practices in public sector benefits administration and supporting workforce retention, recruitment, and employee financial wellness.

457(b) Deferred Compensation Plans are specifically designed for State and local government employees. They provide participants with the ability to defer a portion of their salary, either pre-tax or after-tax (Roth), into investment accounts managed by a selected third-party provider. Funds in the plan grow tax-deferred until withdrawal, typically at retirement.

The City has evaluated several qualified plan administrators and selected NC Empower based on their public sector experience, low fees, and comprehensive support services for employees. There is no cost to the City to offer the plan, and administrative responsibilities are minimal. Employees may enroll or opt out at any time, and contributions are fully employee-funded.

This addition complements the existing NC Local Government Employees' Retirement System (LGERS), the City's 401k contributions, and demonstrates the City's commitment to enhancing total rewards for its workforce.

Staff respectfully requests that the General Services Committee recommend City Council approval of the implementation of a 457(b) Deferred Compensation Plan, and further authorize the City Manager or their designee to execute all necessary agreements with the selected plan provider.

Committee Member Anthony made a motion to approve the implementation of a 457(b) Deferred Compensation Plan, and authorize the City Manager or designee to execute all necessary agreements with the selected provider.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 8. Land Donation-840 Maurice Street-Affordable Housing.

Teresa Campo, Strategic Projects Manager, presented that staff obtained the above mentioned property through the foreclosure process. Staff presented to the General Services Committee in March 2024 to pursue the foreclosure for the purposes of partnering to construct three homes for low to moderate income Monroe's Veterans and/or first responders' households.

The City of Monroe obtained the property located at 840 Maurice Street through foreclosure for affordable housing purposes. The City received a proposal, conceptual plans, housing specifications, and marketing plan to market. The homes will be built on a slab with Hardie Plank siding and built to all applicable codes. Proposed houses are 3 bd./2ba, 1176 sq. ft. livable space and 166 sq. ft. porch. The proposal is from Home Again Foundation is a non-profit housing provider that historically provide services to veterans.

Staff respectfully requests the General Services Committee recommend the land donation to City Council for the property located at 840 Maurice Street, Parcel #09227004 with provisions including but not limited to requiring Home Again to pay and implement all infrastructure and all related costs in the construction of three residential units for the purpose of affordable housing too low to moderate income veteran and/or first responder households at an attainable cost of \$299,000 (+/-). Utility connection costs may be eligible for assistance through the City's program.

Committee Member Anderson made a motion to bring back next month once the legal review is complete.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 9. Rules of Conduct Monroe Aquatics and Fitness Center.

Leann Yandle, Monroe Aquatics and Fitness Center Superintendent, presented that the Monroe Aquatics and Fitness Center would like to update the current membership rules and code of conduct.

The current rules and code of conduct has not been officially updated since 2007 and there has been a great deal of changes and needs for additional language that makes out any ambiguity and provides members with clear rules and regulations within the center.

The Parks and Recreation Committee approved the new rules and General Services Committee is asked to approve and forward to City Council for approval.

Committee Member Anthony made a motion to approve the new rules and forward to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 10. Special Event Permit for MonroeBerfest to be Held October 4, 2025 in Downtown.

Catherine Mullis, Permit Center Supervisor, presented that General Services Committee is requested to consider a special event permit for an event to be held in Downtown Monroe. The MonroeBerfest to be held October 4, 2025 from 11am – 10pm.

The applicant, Luis Oropesa with Franklin Court Grille is requesting a special event permit to hold an event in Downtown Monroe on October 4, 2025.

The MonroeBerfest will be held Saturday, October 4, 2025 in Downtown Monroe from 11am –10pm. Franklin Street will be closed from Hayne Street to Church Street from 9am – midnight for the preparation and tear down of the event. The applicant is estimating 1,000 people will attend the event with a total of 300 people at peak periods. The festival will include an outdoor festival, family entertainment, pop-up market including merchandise sales/vendors, street performers, and music. There will be alcohol sales as part of the event within the social district.

The businesses that will be open during the event have all signed in favor of the event on page 14 of their application.

If General Services Committee is in agreement with the aforementioned approvals, a recommendation will be presented to City Council for approval of the special event permit.

Committee Member Anderson made a motion to move this to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 11. Special Event Permit for Fall Fest at Home Brew to be Held October 11, 2025 in Downtown.

Catherine Mullis, Permit Center Supervisor, presented that the General Services Committee is requested to consider a special event permit to be held in Downtown Monroe. The Fall Fest will be held on October 11, 2025 with a rain date of October 12, 2025.

The applicant, Greg Moore with Home Brew Taproom & Tunes is requesting a special event permit to hold an event in Downtown Monroe on Saturday, October 11, 2025 with the rain date Sunday, October 12, 2025.

The Fall Fest at Home Brew event will be held Saturday, October 11, 2025 in Downtown Monroe from 11am – 5pm. Main Street will be closed from Franklin Street to Morrow Avenue from 8am – 10pm for the preparation and tear down of the event. The applicant is estimating 3,000 people will attend the event with a total of 1,500 at peak periods. The festival will include food sales, food trucks, merchandise sales/vendors, and music. There will be no alcohol sales as part of the event within the social district. The businesses that will be open during the event have all signed in favor of the event on page 13 of their application.

If General Services Committee is in agreement with the aforementioned approvals, a recommendation will be presented to the City Council for approval of the special event permit.

Committee Member Anthony made a motion to approve the special event permit and forward to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 12. SelectSites Readiness Program Grant Application; Implementation Phase

Teresa Campo, Strategic Projects Manager, presented that the staff recommends that the General Services Committee approve an application to the SelectSites Readiness Program, Implementation Phase, requesting up to \$3 million to be used for site development of the Monroe Expressway Commerce Park Project. This is in addition to the City's application to the SelectSites Program, Due Diligence Phase, and the award of \$440,200 in March of this year.

The SelectSites Readiness Program, managed by the North Carolina Department of Commerce, amended its program guidelines, broadening eligible expenses from due diligence costs only, to include costs related to site acquisition; design, planning, and installation of eligible infrastructure (water, gas, sewer, transportation), and on-site preparation. On-site preparation includes clearing, grading, and other related expenses. The maximum grant for the Implementation Phase is \$3 million.

The General Services Committee and Staff recommend City Council allow Staff to continue with the Implementation Phase of the SelectSites Readiness Program application process requesting necessary funding up to \$3 million for the Monroe Expressway Commerce Park Project. The City is submitting its application for review by the NCEDP on September 18, 2025.

Committee Member Anthony made a motion to approve the staff recommendation to continue with the Implementation Phase of the SelectSites Readiness Program and forward to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 13. Resolution Authorizing Equipment Disposal by Auction.

Lisa Strickland, Director of Finance, presented that Staff requests approval for disposal of surplus property Asset 2153-2003 Backhoe, Asset 2464-2009 Bucket Truck, Asset 1582-2000 Dump Truck, Asset 210-1993 Bucket Truck, Asset 2502-2011 Knuckle boom, and Asset 2951-2021 Quest Trailer located at Operations Center.

Equipment is obsolete or no longer needed.

Staff is requesting City Council approval to authorize staff to dispose of various pieces of equipment as defined by G.S. 160-270A. Pursuant to G.S. 160-270A and Title III, Chapter 34 of the City of Monroe Code of Ordinances staff is required to seek board approval when the fair market value of surplus personal property is believed to exceed \$30,000. It is staff's belief that the potential proceeds of this surplus equipment may be in excess of \$30,000, therefore, staff requests adoption of a Resolution giving authority to dispose of the following items:

- Water Department Asset 2153 2003 Backhoe ID #JG0376482 – Reserve requirement \$30,000
- Electric Department Asset 2464 2009 Bucket Truck VIN #1HTWNAZT49J159001 –Reserve requirement \$30,000
- Natural Gas Asset 1582 2000 Dump Truck VIN#1GDT7H4C7YJ505160 – Reserve requirement \$20,000
- Electric Department Asset 210 1993 Bucket Truck VIN#1HTSCPEN0PH467477 –Reserve requirement \$20,000
- Electric Department Asset 2502 2011 Knuckle boom VIN#1HTMMAAN3BH358366 –Reserve requirement \$30,000
- Police Department Asset 2951 2021 Quest Trailer VIN#5JX1C2024MD222392 – Reserve requirement \$30,000

Items will be sold on GovDeals.com, an auction site for government equipment. Proceeds from the sale of these assets will be returned to the respective operating funds.

Staff requests a favorable recommendation from General Services Committee to City Council for the approval of the disposal of surplus property Asset 2153-2003 Backhoe, Asset 2464-2009 Bucket Truck, Asset 1582-2000 Dump Truck, Asset 210-1993 Bucket Truck, Asset 2502-2011 Knuckle boom, and Asset 2951-2021 Quest Trailer by approving Resolution R-2025-35

Committee Member Anthony made a motion to approve the Resolution R-2025-35 and forward to City Council for approval.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 14. Request for Sidewalk Deviation at 201 E Phifer Street.

Will Auret, Land Development Engineering Manager, presented that the General Services Committee is requested to consider a request from Chris Hope, P.E. for a deviation from the sidewalk requirements along E Phifer St and Miller St. The requirements consist of an eight-foot wide sidewalk along E Phifer St and Miller St associated with the proposed change of use/site development at 201 E Phifer St.

The City of Monroe Standard Specifications and Detail Manual, Section 02.02.06 Sidewalk Requirements, requires sidewalk to be provided along existing arterial and collector streets as a development requirement based on definitions in Section 02.01.01. Development Requirements of the Manual. This section requires the eight-foot wide sidewalk along the property frontage. An email is attached from Chris Hope, P.E. requesting a deviation from the sidewalk requirements along E Phifer St and Miller St. Reasons for the deviation request cite lack of current pedestrian traffic and excessive grading requirements. The proposed site development consists of a paved parking lot to accommodate 8 parking spaces and a 2,380 SF addition.

As proposed, the site development requires approximately 150 linear feet of eight-foot wide sidewalk along E Phifer St and 125 linear feet of eight-foot wide sidewalk along Miller St. The intent of the sidewalk policy outlined in the Detail Manual is to allow new development to share in the placement of sidewalk along arterial and collector streets, providing for an alternative means of transportation other than motor vehicle. Over time, this process will allow sections to be completed. Pedestrian friendliness correlates to the livability of the community.

The inclusion of pedestrian facilities meets the NCDOT Complete Streets Policy to consider and incorporate several modes of transportation when building new projects or making improvements to existing infrastructure. Existing pedestrian facilities are taken into consideration during the development of State

Transportation Improvement Program Projects and decreases the costs to the City for their completion. A copy of the email from Chris Hope, P.E. requesting the deviation is attached along with the site and paving plan for 201 E Phifer St.

The General Services Committee is requested to consider the request for a deviation from the City's Standard Specifications and Detail Manual regarding the sidewalk requirements along the property frontage on E Phifer St and Miller St for the proposed project located at 201 E Phifer St. Engineering staff does not recommend the deviation.

Committee Member Anderson made the motion to approve the recommendation and not to allow the deviation.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 15. Construction Bid Award Monroe Country Club Ballroom.

Pete Hovanec, Parks, Recreation and Tourism Director, presented that the staff has solicited bids for construction and renovation of the Monroe Country Club Ballroom to accommodate the installation and operation of an indoor golf simulator facility.

Staff opened the informal bid process for the Ballroom project on July 21 and bids were due back by 2 p.m. Aug. 2. The attached construction documents outline the proposed renovations. The attached bid sheet outlines the bids received.

Based on the bids received, staff recommends awarding the Ballroom Renovation project to Hoss Contracting in the amount of \$256,800 with a 90-day construction completion from agreed upon start date. Sufficient funding is available in the project account for this contract.

General Services Committee unanimously approved the award and City Council is asked to approve the awarding of the Monroe Country Club Ballroom construction/renovation to Hoss Contracting and authorize the City Manager to execute the contract.

Committee Member Anderson made a motion to authorize the City Manager to execute the contract.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 16. Charles Street Sidewalk Improvements and Sidewalk Priority List.

Will Auret, Land Development Engineering Manager, presented that staff will be prepared to discuss preliminary estimates for sidewalk improvements on Charles Street. In addition, staff is requesting Council's direction on priorities for new sidewalk projects and maintenance of existing sidewalks.

Council Member McGee asked that this item be brought before the Public Enterprise Committee. Management has advised that future items related to sidewalk should go before the General Services Committee so this item has been placed here well.

City of Monroe Engineering Staff has generated two cost estimates for sidewalk improvements on Charles Street.

- Option 1 – West side of Charles St from Franklin St to Sunset St
- Option 2 – West side of Charles St from Franklin St to Green St

Regarding new sidewalk requests, a copy of the current priority rating system is attached which shows the

different categories for which points are awarded. The objective of the rating system is to eliminate subjectivity in determining sidewalk priorities. The ultimate goal is to fairly distribute and provide an equitable guide for sidewalk construction throughout the City of Monroe. Section I of the Priority Rating System is classified as a "Need Factor". Consideration is given in this rating section as to the proximity to schools, parks, homes, traffic volumes, and worn paths within the project areas. The section attempts to identify the use level and need by our citizens – higher the use, better the rating. Section II balances the "Need Factor" with the "Cost Factor". In this section, cost related factors such as project length, drainage requirements, utility adjustments, and right-of-way requirements are considered. The lower the costs, the higher the rating the proposed improvements receive. The current list of new sidewalk requests with their associated ratings is attached for review.

The current sidewalk project account RD1701 has \$654,780 in it. Council has allocated \$200,000 annually to be used toward sidewalk maintenance. Staff was pursuing a sidewalk assessment survey to better determine the maintenance needs and prioritize repairs. Staff would like the Committee's direction on prioritizing new sidewalk requests versus existing maintenance needs.

Charles St estimates are for general discussion. Staff would like the committee's direction on priorities for new sidewalk projects and maintenance of existing sidewalks.

Committee Member Anderson made a motion to bring more discussion to Council retreat in September.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 17. Suncrest Cemetery Expansion.

Sarah McAllister, Engineering Director, presented that the General Services Committee is requested to consider expanding the Suncrest Cemetery.

City Management has requested this item to be placed on the agenda. A map is attached showing the proposed area of expansion. Staff will find out what is required to expand and will have more information regarding the projected life span of the cemetery at the meeting.

Staff will be prepared to discuss.

Mr. Mark Watson stated that the Council's direction is needed to determine whether they want to designate the area for cemetery expansion. If that is the case, the staff will begin to manage it accordingly. He recommends officially setting this aside and designating it for cemetery expansion

Committee Member Anthony made a motion to designate the area as expansion for Suncrest Cemetery.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 18. Budget Ordinance and Contract Award for Renovation Project at 120 North Main Street.

Ryan Jones, Property Management Director, The General Services Committee is requested to consider a recommendation to Council for a Budget Ordinance, the awarding of a contract for the renovation of the city owned property located at 120 North Main Street and the City Manager to execute all necessary documents.

Informal bids have been solicited for the renovation of the facility located at 120 North Main Street. The City currently occupies this facility for office space that include multiple City departments. This renovation includes the renovation of the first floor portion of the building to utilize as the main office for the City of

Monroe's Downtown Department. This space provides excellent opportunity to address space needs that exist within the City's current facilities. The City contracted with Dickerson Architecture in May of 2025 to provide conceptual design and mechanical, architectural and engineering plans for the first floor of this project. Those designs were provided as part of the bid package and will assist in expediting this project.

The following proposals were received:

- D.A.P Contracting - \$140,051.60
- AG Construction - \$140,461.61
- Hoss Contracting, Incorporated - \$291,900.00

The contractor's general scope of work includes the following:

1. Upfit first floor vault to workroom and unisex restroom for employee use.
2. Replace current floor with ¼" underlayment for LVP flooring, including the first floor vault.
3. Wood framed ramp for access to restrooms and work area
4. Aluminum and glass storefront framing and doors for front entrance.
5. Suspended acoustical ceiling grid and panels.
6. All appropriate plumbing, casework and electrical needs not provided by the City.
7. Permits

This project will be completed in conjunction with Property Management staff. Property Management staff will assist with several items related to the project that include, but is not limited to:

1. Metal stud walls, gypsum board and furring.
2. Aluminum and glass storefront framing for offices.
3. HVAC supply ducts and regulators
4. Sound insulation
5. Electrical wiring, receptacles, breakers, switches and cover plates.

Funding for the Downtown Office Renovation is requested from the Formal General Fund Balance Assignment for downtown projects. That fund currently has \$1,369,993.00. Approval of a Budget Ordinance to transfer funding totaling \$360,000.00 is requested. Funds requested include the contractor costs, as well as, soft costs to include furnishings, access control and other aesthetic items.

Staff requests that the General Services Committee recommend approval to City Council the selection of D.A.P. Contracting as the contractor to complete the Downtown Office Renovation project scope of work and to recommend approval of Budget Ordinance BO-2025-18 in the amount of \$360,000.00 and authorize the City Manager to execute all required documents.

Committee Member Anthony made a motion to approve the staff recommendation.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 19. Budget Ordinance and Contract Award for Renovation Project at 306 West Sunset Drive.

Ryan Jones, Property Management Director, presented that the General Services Committee is requested to consider a recommendation to Council for a Budget Ordinance, awarding of a contract for the renovation of the city owned property located at 306 West Sunset Drive located within Sunset Park and the City Managers authorization to execute all necessary documents.

The City has solicited bids for the renovation of the city owned facility located at 306 West Sunset Drive commonly referred to as the Sunset Park Field House. The facility had been historically used as the locker room facility for the Central Academy of Technology and Arts football team and as a concession stand. However, the locker room portion of the facility has not been utilized for that purpose in several years. Keys were conveyed to the City for access by UCPS in April of 2025. UCPS was informed that the City would be utilizing this facility for internal operational needs of the City at that time. The facility provides excellent opportunities to address critical space needs that exist within several City Departments. Proposals for this project includes permitting, supervision of project, and architectural design.

The following proposals were received:

The contractor's general scope of work includes the following:

1. Permitting
2. Demolition and removal of existing shower to upfit space for work area.
3. Demolition, removal, replacement of several exterior items including the siding, soffit and fascia.
4. Any necessary masonry work
5. Window installation
6. Flooring – LVP throughout
7. Mechanical work to replace current window units with HVAC.
8. Plumbing work to include installation of tankless water heater
9. Doors and hardware
10. Sheetrock in shower area
11. Painting

This project will be completed in conjunction with Property Management staff. Property Management staff will assist with several items related to the project that include, but is not limited to:

1. Minimal demolition outside of shower area
2. Aluminum and glass storefront framing for offices.
3. HVAC supply ducts and regulators
4. Electrical wiring, receptacles, breakers, switches and cover plates.
5. Furnishings

Funding for the Sunset Park Field House Renovation is requested from the Formal General Fund Balance Assignment for downtown projects. That fund currently has \$1,369,993.00. Approval of a Budget Ordinance to transfer funding totaling \$350,000.00 is requested. Funds requested include the contractor costs, as well as, soft costs to include furnishings, access control and other aesthetic items.

Staff requests that the General Services Committee recommend approval to City Council the selection of D.A.P Contracting as the contractor to complete the Sunset Park Field House Renovation project scope of work and to recommend approval of Budget Ordinance – BO-2025-17 in the amount of \$350,000.00 to establish a project fund and authorize the City Manager to execute all required documents.

Committee Member Anthony made a motion to approve the Budget Ordinance BO-2025-17 and authorize the City Manager to execute all required documents.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 20. Budget Amendment and Purchase Approval of Night Vision Goggles & Green Visible Lasers.

Police Chief Rhett Bolen, Captain Chad Shoultes, and Lieutenant Barney Malone presented that the Police Department is requesting approval of a budget amendment to appropriate funds and approval of the purchase of thirteen (13) EoTech Night Vision Goggles and twenty (20) Green Visible Lasers.

The Police Department is recommending the purchase of the Night Vision Goggles (NVGs) and Green Visible Lasers using funding from the General Fund Balance. This equipment meets all the needs and specifications for the Police Department through the NJ Cooperative Purchasing Alliance (CPA). NJ CPA is a long-term federal contract that allows commercial companies to sell products and services at fair and reasonable prices. The purpose and advantage to utilizing this contract is that it streamlines the procurement process by offering a pre-negotiated contract with established pricing and terms. This saves time and expense of city staff to competitively solicit and award bids.

The vendor, TOMAHAWK and NJ CPA have entered into contract CK044 for the solicitation of the thirteen (13) EoTech Night Vision Goggles and twenty (20) Green Visible Lasers. Staff recommends purchase of the NVGs and lasers through the NJ CPA contract in the amount of \$194,050.00.

In accordance with North Carolina General Statute 143-129(a), City Council is required to authorize all

equipment purchases exceeding \$90,000. A budget amendment is recommended to appropriate funding from the General Fund Balance for this purchase in the amount of \$194,050.00.

General Services Committee is requested to recommend approval to City Council of a budget amendment to appropriate funds, recommend approval of the purchase of thirteen (13) NVGs and twenty (20) lasers and recommend authorization for the City Manager to execute all documents to facilitate this purchase.

Lisa Strickland mentioned that they are going to proceed with the budget amendment for the entire amount from unassigned funds. Also, she mentioned that they are working on re-appropriating a grant that was initially intended for a drone. However, shortly after the grant was received, the purchase of the drone using federal funding was disallowed. The staff is currently working through the process to repurpose the funds to purchase two pieces of equipment instead.

Committee Member Anderson made a motion to approve, but move it to the regular Council agenda so all Council could see the presentation of the equipment and how it works.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Item 21. Fee Schedule Discussion.

Lisa Hollowell, Assistant City Manager and Pete Hovanec, Director of Parks, Recreation and Tourism, presented that the General Services Committee is requested to consider revising Policy PR-01 to ensure that all organizations using City facilities are treated fairly regarding rental payments. The revision also removes the discretion of City staff to waive fees for certain users and that all policy changes be subject to City Manager approval.

Policy PR-01 outlines the Parks and Recreation Department's mission, goals, philosophy, and fee guidelines, with the actual fee schedule established and approved annually by City Council. The policy allows community groups or organizations to request a waiver of fees. Currently, 18 organizations have such waivers in place and do not pay facility rental fees, a practice that has continued for many years. These waivers were initially approved by City staff and have been routinely renewed each year.

Additionally, internal operational policies of City departments are typically created and approved by the City Manager. However, this particular policy requires that any policy change be approved by City Council prior to implementation, which is inconsistent with other internal City policies, where the City Manager has the authority to establish departmental practices and procedures.

Staff respectfully requests that General Services Committee recommend to the City Council removal of section "B. 3 Community groups or organizations holding meetings in facilities may request to have established rental fee waived". This will make all groups subject to the established fee schedule approved by the City Council.

Staff also recommends that the General Services Committee advise Council to revise Section XI, "Evaluation of Policy and Fee Schedule," to remove the requirement for Council approval of the policy itself.

Committee Member Anderson made a motion to approve the recommendation.

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

AYES: Chairwoman Thompson, Committee Member Anderson, Committee Member Anthony

NAYS: None

Other Items.

1.Sarah McAllister presented that the Hyundai dealership underwent renovations last year, and in May 2024, the case was presented to the Public Enterprise Committee and council, which resulted in waiving the sidewalk requirement along I-74. Currently, the dealership is planning another renovation, and legal staff advises that we should revisit the situation to determine if the previous deviation still applies or if we need to submit a new request.

All Committee Members agreed to allow the process to continue.

2. Committee Member, Mayor Pro Tem Anthony inquired whether individual mausoleums could be included in the cemetery policy. Sarah McAllister replied that they are already part of the cemetery policy. The current ordinance allows for up to two people per plot.

There being no further business the meeting adjourned at 5:50 p.m.

Committee Chairwoman, Julie Thompson



STAFF REPORT

TO: General Services Committee
VIA: Mark Watson, City Manager
DATE: October 2, 2025
FROM: Lisa Stiwinter, Planning and Development Director
PREPARED BY: Keri Mendler, Senior Planner
SUBJECT: CLG Grant Funds in the Amount of \$15,000 for an Architectural Survey of Monroe’s Historic Downtown

SUMMARY STATEMENT

The City of Monroe has received a Certified Local Government (CLG) grant from the Historic Preservation Fund in the amount of \$15,000 for an Architectural Survey. The purpose of this project is to survey buildings within Monroe’s Historic Downtown to update and expand the boundary of the National Register of Historic Places.

REVIEW

At the April 8, 2025 City Council Strategic meeting, staff requested approval to apply for the reimbursable Certified Local Government Grant and also requested funds in the amount of \$20,000 for FY26 to cover the cost of the project, which is a reimbursable project with a 40% local match. Originally, staff applied for the grant seeking \$12,000, with a local match of \$8,000. City Council unanimously approved staff’s request to apply for the grant.

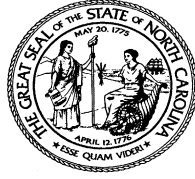
Staff is pleased to announce the City was instead awarded \$15,000 in grant funds; this does not increase the City’s matching obligation. The Historic Preservation Fund (HPF) is a federal program administered by the National Park Service, United States Department of the Interior. HPF grants for local projects are made available to local governments, non-profit organizations, and educational institutions through the State Historic Preservation Office, Division of Historical Resources, Office of Archives and History, North Carolina Department of Cultural Resources.

This is a reimbursement grant, meaning the City will need to pay all expenses and then request reimbursement from the Historic Preservation Office.

RECOMMENDATION

Staff requests General Services Committee recommendation for approval of a budget amendment to recognize the funding provided by the Historic Preservation Fund in the amount of \$19,000 and provide the matching funds of \$6,000.

Attachment(s):
Award Letter
BA-2025-32



North Carolina Department of Natural and Cultural Resources
Division of Historical Resources

Ramona M. Bartos, Division Director, DSHPO

Governor Josh Stein
Secretary Pamela B. Cashwell

Office of Archives and History
Deputy Secretary Darin J. Waters, Ph.D.

September 8, 2025

Keri Mendler
Senior Planner
City of Monroe
PO Box 69
Monroe, NC 28111

Re: 2025 CLG Grant Project: Monroe Downtown National Register Historic District Boundary Increase

Dear Ms. Mendler:

We are pleased to inform you that your application for a FY 2025 Historic Preservation Fund (HPF) grant to Certified Local Governments (CLGs) entitled Monroe Downtown National Register Historic District Boundary Increase has been selected for funding. The grant award amount is \$15,000.

The HPF is a federal program administered by the National Park Service, United States Department of the Interior in cooperation with individual states. HPF grants are made available to CLGs (including non-profit organizations and educational institutions within a CLG) through the North Carolina State Historic Preservation Office (HPO), Division of Historical Resources, Office of Archives and History, North Carolina Department of Natural and Cultural Resources.

You will soon be receiving a grant contract for your project via email. Please remember that no grant activities may take place until the grant contract has been signed by the city and our agency's authorized representative. I will assist you with any questions you may have concerning the contract and the attachments. In the meantime, if there are questions, please do not hesitate to contact me at michele.patterson.mccabe@dncr.nc.gov or 919-814-6582.

In order to follow federal and state procurement guidelines, our office will assist the city in developing a Request for Proposals (RFP) and will then help the city to select a project consultant that meets those guidelines. No activities may be performed by a project consultant until the city and the consultant have signed a two-party Project Description and Contract. The HPO will prepare the Project Description and Contract, using an approved template, in consultation with the city and the consultant.

Due to federal deadlines for spending FY 2025 HPF funds, all project activities should be satisfactorily completed and approved and final products should be submitted to the HPO no later than **March 31, 2027.**

All requests for reimbursement of grant funds and final accounting should be submitted to the HPO no later than **May 31, 2027.**

Thank you for participating in North Carolina's Certified Local Government Program. We look forward to working with you through the successful completion of your project.

Sincerely,

A handwritten signature in blue ink that reads "Michele Patterson McCabe". The signature is written in a cursive, flowing style.

Michele Patterson McCabe
Grants Coordinator

cc: Ramona Bartos, Administrator/Deputy State Historic Preservation Officer
Kristi Brantley, Preservation Commission/CLG Coordinator
Julie Smith, Historic Preservation Specialist

**CITY OF MONROE
BUDGET AMENDMENT
BA-2025-32**

1. Amendment necessary to accept grant funding from the State Historic Preservation Office/ Historic Preservation Fund (HPF). The funding will supplement an Architectural Survey to update and expand the National Register of Historic Places.

General Fund:

Revenues:		
Restricted Intergovernmental		\$15,000
Appropriation from Fund Balance		\$8,000
Expenses:		
General Government		\$23,000

Adopted this the 14th day of October, 2025.

Robert A. Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee
VIA: Mark Watson, City Manager
DATE: October 14, 2025
FROM: Lisa Strickland, Finance Director
PREPARED BY: Lisa Strickland, Finance Director
SUBJECT: Budget Ordinance and Promissory Note for Recreation Center/Pro Shop Improvements

SUMMARY STATEMENT

Request to consider approval of a Budget Ordinance and Promissory Note for a loan from the Electric Fund to provide funding for the recreation center and pro shop renovations.

REVIEW

The fiscal year 2025 annual budget included funding for recreation center improvements including flooring, gym floor replacements, painting, and other general upfits. The budget also included funding to remodel and add rest rooms at the Pro Shop at the Monroe Country Club. The funding for both of these projects was budgeted as either installment financing or limited obligation bonds. The original plan was to finance these improvements along with the construction loan for Fire Station #6. With the delay in the construction of Fire Station #6, funding still needs to be provided to cover the cost of the recreation improvements. Staff proposes a loan from the Electric Fund Balance to the General Fund in the amount of \$1,253,037. The loan will be paid back in equal annual installments of \$162,274 over 10 years beginning in fiscal year 2026 at an interest rate of 2%. A budget ordinance is included to provide funding.

RECOMMENDATION

General Services Committee is requested to recommend City Council approval of a Promissory Note and Budget Ordinance to provide necessary funding for recreation center and pro shop improvements.

Attachment: Budget Ordinance BO-2025-21
Promissory Note – Recreation Center and Pro Shop Improvements

**PROMISSORY NOTE
FOR
RECREATION CENTER AND PRO SHOP IMPROVEMENTS**

CITY OF MONROE

UNION COUNTY

NORTH CAROLINA

14TH day of October, 2025

\$1,253,037.00

WHEREAS, the City of Monroe operates an electric utility enterprise through an enterprise fund (the “Electric Enterprise Fund”) which is maintained separate from the City of Monroe General Fund (the “General Fund”); and

WHEREAS, the City has adopted a Reimbursement Resolution for Recreation Center and Pro Shop Improvements; and

WHEREAS, the Electric Enterprise Fund does hereby agree to finance the sum of \$1,253,037 for the improvements; and

WHEREAS, the City of Monroe General Fund will use prospective operating revenues collected by the City to repay the Electric Enterprise Fund for moneys borrowed to purchase this land pursuant to this Promissory Note.

NOW THEREFORE, FOR VALUE RECEIVED, the City of Monroe does hereby promise to pay from the City of Monroe General Fund to the City of Monroe Electric Enterprise Fund, or order, the principal sum of \$1,253,037.00, on or before June 30, 2035, with interest on the entire principal sum from the date hereof at the rate of two percent (2.00%) per annum until paid. Said principal and interest shall be due and payable in ten (10) equal annual installments of one hundred and sixty-two thousand two hundred and seventy-four dollars and 00/100 (\$162,274.00) due by November 1 of each year until paid in full with the first annual payment occurring November 1, 2025.

Payment shall be made in lawful money of the United States of America, at the office of City of Monroe Finance Director or at such other place as the holder of this Note may direct in writing.

This Note may be prepaid in full or in part at any time without penalty or premium. Partial prepayments shall be applied first to payment of accrued interest then due on the unpaid principal balance, with the remainder applied to unpaid principal.

All parties to this Note, including the makers and any sureties, endorsers, or guarantors, hereby severally waive protest, presentment, notice of dishonor, and notice of acceleration of maturity and agree to continue to remain bound for the payment of

principal, interest, and all other sums due under this Note notwithstanding any change or changes by way of release, surrender, exchange, modification, or substitution of any security for this Note or by way of any extension or extensions of time for the payment of principal and interest; and all such parties waive all and every kind of notice of such change or changes and agree that the same may be made without notice or consent of any of them.

This Note shall be governed by, and construed in accordance with, the laws of the State of North Carolina.

This Note is **unsecured**.

IN WITNESS WHEREOF, each maker has hereunto set his hand and adopted as his seal the word "SEAL" appearing beside his name, the day and year first above written.

CITY OF MONROE:

Robert A. Burns, Mayor

ATTEST:

Bridgette H. Robinson, City Clerk

**CAPITAL PROJECT BUDGET ORDINANCE
RECREATION CENTER AND PRO SHOP IMPROVEMENTS
BO-2025-21**

WHEREAS, the City desires to make improvements at various recreation centers within the City to include flooring, gym floor replacements, painting and other general upfits; and

WHEREAS, the City also planned to add bathrooms and improve the Pro Shop at the Monroe County Club; and

WHEREAS, funding for these improvements is to be provided by a loan from the Electric Fund; and

WHEREAS, \$1,253,037 will be advanced to the General Fund and paid back over 10 years at an interest rate of 2%.

NOW, THEREFORE, BE IT ORDAINED that the City Council of Monroe amends the following accounts to provide for the advance to the General Fund for recreation center and pro shop improvements.

General Capital Project Fund:

Revenue:

Transfer from General Fund GC2501	\$360,000
Transfer from General Fund GB2502	\$893,037

Expenses:

Construction/Improvements GC2501	\$360,000
Construction/Improvements GB2502	\$893,037

General Fund:

Revenue:

Transfers in from Other Funds (Advance from Electric)	\$1,253,037
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Expenses:

Transfer to General Capital Project Fund	\$1,253,037
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Electric Fund:

Revenue:

Appropriation of Fund Balance	\$1,253,037
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Expenses:

Transfer to General Fund (Advance to General Fund)	\$1,253,037
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Adopted this 14th day of October, 2025.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: Mark Watson, City Manager

DATE: October 2, 2025

FROM: Jeff Wells, Assistant City Manager

PREPARED BY: Jeff Wells, Assistant City Manager

SUBJECT: Approval of Change Order by Land Design for the Winchester Redevelopment Initiative

SUMMARY STATEMENT

This past Spring, Council approved an abbreviated scope and contract for services to start renewed work on the Winchester Redevelopment Initiative. Land Design is the consulting company heading up the project.

The initial contract was an abbreviated scope of work intended to get the project initiative moving forward again. Good progress has been made since Spring 2025. Funds were included in the FY 2026 budget to expand and continue the work to date.

REVIEW

Staff has worked with Land Design to develop the expanded scope of services, including:

- Additional community engagement.
- Brownfield assistance. Conceptual site grading, cut/fill analysis.
- Master Plan and Playbook
 - Overview of key findings and summary of community engagement.
 - Fully illustrative master plan: development area, linear park, and greenway.
 - Concept sketches and character imagery.
 - Graphic representation of key materials, fixtures, and finishing.
 - Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding, and storytelling elements.
 - Existing and proposed building opportunities narrative.
 - Horticulture study and preliminary planting design.

- Demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- Order of magnitude cost estimate, phasing and implementation strategy.
- Preliminary discussions with jurisdictional review agencies.

The original contract was \$58,000. The revision adds \$144,000 to the contract for services.

The Winchester Redevelopment Fund (GB2001) is the established project fund. \$200,000 in funding was included in the FY 2026 budget. The project fund has an available budget of \$262,109.59. This project fund is utilized for the master planning and brownfield administration of the Winchester Redevelopment Initiative.

RECOMMENDATION

Staff recommends approval of the change order (revised scope and contract for services). The Winchester Revitalization Committee meets just prior to General Services. The Winchester Revitalization Committee recommendation will be provided at the meeting.

Attachment:

GB2001 Project Fund – Winchester Redevelopment available budget

Revised Scope of Service

Original Agreement and Scope of Services

Return
Refresh
View All
Excel Export
Project Master
Attach

Project: GB2001 (Winchester Redevelopment)

Budget Method: Life to Date

Expenses Paid \$138,859.57 Funding Received \$543,284.00 Cash Balance \$404,424.43

EXPENSES FUNDING MILESTONES WARNINGS

Hide Tree ()

Project - GB2001: Winchester Redevelopment ()

Project Segment/String	Year to Date		TOTALS	INVOICES	CONTRACTS	PURCHASE ORDERS
	Date	Life to Date				
▶ GB2001 Winchester Redevelopment	\$29,910.63	\$138,859.57				

Project Segment/String Totals

	Year to Date	Life to Date
Original Budget	\$0.00	\$150,000.00
Net Transfers	\$200,000.00	\$393,284.00
Revised Budget	\$543,284.00	\$543,284.00
Actuals Paid	\$29,910.63	\$138,859.57
Pending Invoices	\$0.00	\$0.00
Encumbrances	\$141,774.84	\$142,314.84
SOY Encumbrances	\$540.00	N/A
Requisitions	\$0.00	\$0.00
Inception to SOY	\$108,948.94	N/A
Available Budget	\$262,109.59	\$262,109.59



CHANGE ORDER

PROJECT NAME: **Winchester Redevelopment Initiative**

CHANGE ORDER #: 1

CHANGE ORDER DATE: 8/28/2025

TO: City of Monroe
PO BOX 69
MONROE, NC 28211

PROJECT #: 1024248

DATE OF CONTRACT: 2/26/2025

The above referenced contract is changed as follows:

Phase	Description	Phase Amount
100	Project Management and Community Engagement <i>(Original Phase Total \$14,000 Revised Phase Total \$35,000)</i>	\$21,000.00
101	Winchester Avenue Development Master Plan <i>(Original Phase Total \$9,000 Revised Phase Total \$30,000)</i>	\$21,000.00
103	Greenway Alignment Study <i>(Original Phase Total 8,000 Revised Phase Total \$40,000)</i>	\$32,000.00
105	Master Planning and Playbook	\$55,000.00
030	Brownfields Development Tasks <i>Hourly Not to Exceed</i>	\$15,000.00

**See attached Scope of Services.*

The original contract amount for lump sum and hourly not to exceed was.....	\$58,000.00
Net change by previous change orders.....	\$0.00
Net change by this change order.....	<u>\$144,000.00</u>
Revised contract amount for lump sum and hourly not to exceed.....	<u>\$202,000.00</u>

Change order total does not include any hourly , HNTe monthly fee estimates or per unit fees, which are billed monthly as incurred.

NOT VALID UNLESS SIGNED BY ALL PARTIES

LANDDESIGN, INC.
CONSULTANT

PO Box 36959
Address

Charlotte, NC 28236-6959

City of Monroe
CLIENT NAME

PO BOX 69
Address

MONROE, NC 28211

Signature

BETH POOVEY, PLA for LandDesign, Inc.
Principal

Signature

JEFFERY WELLS
Assistant City Manager

Date

Date



AUGUST 28, 2025

SCOPE OF SERVICES FOR CHANGE ORDER #1

WINCHESTER REDEVELOPMENT INITIATIVE

LandDesign PN: 1024248

The following paragraphs describe the scope of work to be provided under this agreement. An expanded program and geography for the Winchester Area Development, extending from Stafford to English Street. This expansion impacts the community engagement strategy and design efforts. Based on the additional Scope of Services outlined below, Phases 100 and 101 in the original contract dated February 26, 2025 will have new Phase fee totals. Additional scope and fee to address the progression of the project into new phases of work.

Note: The Linear Park and Redevelopment Area Master Plan scopes of work were previously described in separate phases to allow them to move forward independently, but additional scope is now combined as they are on the same schedule.

I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT PHASE 100

- A. Steering Committee Preview
 - 1. Consultant will review the proposed exhibits, exercises and presentation materials planned for the Community Engagement Session 1 with the Client and Steering Committee to solicit feedback and approval. To incorporate feedback into the materials, this meeting must be held a minimum of (2) two weeks in advance of Community Engagement Session 1.
- B. Community Engagement Session 1
 - Per original contract, with the following added details:
 - 1. LandDesign will attend and facilitate an in-person community drop-in session (Open House) for the community to learn more about the project and give feedback at interactive stations. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. No on-line engagement will be used at this point.
- C. Steering Committee Preview
 - 1. In this preview, the Consultant will present draft concepts to the Client and Steering Committee, that have incorporated previous community input and the development of 2-3 design concepts prior to Community Open House Session 2. Feedback will be used to validate early design directions, identify red flags before Community Engagement Session 2, and begin conversations about phasing and implementation.
- D. Community Engagement Session 2
 - 1. LandDesign will attend and facilitate an in-person community open house to share draft concepts and obtain feedback for redevelopment area and linear park, as well as the proposed greenway alignment. Feedback provided by the community will be documented and incorporated into the next phases of final design deliverables. The Open House should be approximately a three (3) hour event, held in the early evening to capture feedback from people with diverse schedules. It is anticipated that this meeting will occur within 1-3 weeks following the Community Engagement Session 1.
 - 2. Online Engagement – Consultant will prepare an online platform to mirror the in-person engagement as much as practical.

II. WINCHESTER AVENUE DEVELOPMENT MASTER PLAN PHASE 101

Due to additional parcels, expanded geography, information regarding the brownfields site application, and project progression, the following scope clarifies additional services and additional scope items.

- A. Previous Master Plan Revision and Preparation for Community Engagement Session 1

1. The Consultant will develop a series of illustrative graphics, storyboards and interactive exhibits – with the new expanded geography and additional programming opportunities, in preparation for Community Engagement Session 1.
- B. Concept Development and Preparation for Community Engagement Session 2
 1. Develop and illustrate design concepts, including outlining how the Community Engagement Session 1 informed the design ideas and provide engaging and informative exercises to help guide an understanding of community priorities and an implementation plan/strategy. Materials and exhibits will include:
 - a. Visual summary of "You Said, We Heard" graphic(s) to illustrate how the community input is shaping design concepts,
 - b. 2-3 hand-sketched concepts of the Redevelopment Area and Linear Park that represent varying expressions of design, storytelling, and programming,
 - c. Preferred alignment for the greenway network,
 - d. Precedent imagery to help graphically communicate the design intent.

The information gathered during the Community Engagement Sessions will be documented, summarized, and graphically communicated in the final Master Plan Playbook.

- C. Steering Committee Workshop – Master Plan Refinement and Phasing
 1. The Consultant will work with Staff and the Steering Committee to identify the preferred concept design for further development as well as discuss findings and come to consensus on the phasing framework (short-term, mid-term, long-term) or different investment levels (e.g., "minimum viable park" vs. "full build-out") to set the stage for the final Master Plan recommendation.

III. GREENWAY ALIGNMENT STUDY

PHASE 103

- A. Feasibility Study
 1. Based on feasibility, Client and community feedback a Preferred Alignment will be determined to be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design for permitting and construction.
- B. Preparation for Community Engagement Session 2
 1. An overview of key findings from Community Engagement Session 1 will be communicated in a highly graphic and easy to digest exhibit.
 2. The findings from the Feasibility Study will be presented through an illustrative plan and cross-sections.
 3. The community will have the opportunity to help prioritize the phasing (if needed) and or amenities to be included based on the project budget.
- C. Final Master Plan Playbook
 1. The illustrative greenway alignment plan and sections, estimated cost and summary of community input will be incorporated into the Playbook.

IV. MASTER PLANNING AND PLAYBOOK

PHASE 105

Based on the results of all of the community engagement and feedback given by the Client and Steering Committee, the Consultant will prepare a Master Plan Playbook and Presentation for adoption. The Consultant will further advance the design of the Redevelopment Area and Linear Park and to obtain an understanding of feasibility, cost, and scope of work required to finalize the design and identify any additional expertise required for permitting and construction documentation.

It is anticipated that the Master Plan Playbook will include:

- A. Overview of the key findings and summary of community engagement sessions.
- B. Fully illustrative Master Plan including the Winchester Development Area, Linear Park, and Greenway.
- C. Concept enlargements, sketches and/or sections, and character imagery.

- D. Graphic representation of key materials, fixtures, and finishings.
- E. Key recommendations for branding translated into concepts for the incorporation of historic/community themes, wayfinding and storytelling elements.
- F. Existing and proposed building opportunities narrative.
- G. Horticulture study and preliminary planting design.
- H. Lighting, demolition, erosion control, utilities, grading and drainage studies and high-level recommendations.
- I. Order of magnitude cost estimate, phasing and implementation strategy.
- J. Preliminary discussions with jurisdictional review agencies.
- K. Anticipated Date / Timeline: Approx. 2.5 months.

V. BROWNFIELD'S DEVELOPMENT TASKS

PHASE 030

LandDesign will develop conceptual site grading, associated cut/fill earthworks analysis, and participate in coordination calls with the Client's team to aid Client's Brownfield Consultant in developing strategies for the project. Development of Brownfield plan, agreement, and associated permitting to be by Client's Brownfield Consultant and are not included in this scope of services.

Client's responsibilities: Client will be responsible for securing arrangements for meeting locations, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, online engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future.



FEBRUARY 26, 2025

**AGREEMENT FOR
PROFESSIONAL SERVICES**

WINCHESTER REDEVELOPMENT INITIATIVE

**CITY OF MONROE
LandDesign PN: 1024248**

This Agreement is made and entered into as of the _____ day of 2/26/2025, 20____, by and between City of Monroe (the "Client") located at 300 West Crowell Street Monroe, North Carolina 28112 and LandDesign, Inc. (the "Consultant") located at 223 North Graham Street, Charlotte, North Carolina 28202.

The Client desires to retain the services of the Consultant to provide planning and design services for the Client's Winchester Redevelopment Initiative project, located in North Carolina (the "Project") pursuant to the terms and conditions herein.

ARTICLE 1: CONSULTANT'S RESPONSIBILITIES

1.1 Consultant shall perform its services consistent with the professional skill and care ordinarily provided by like professionals practicing in the same or similar locality under the same or similar circumstances. Consultant shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly process of the Project. Consultant does not guarantee a schedule for an approval process and will not be responsible for delays attributable to any review agency. Consultant agrees to provide complete and timely responses to any comments by any reviewing agency, to the extent that the comments relate to the Consultant's services.

1.2 Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project. Consultant shall use a sufficient number of competent, qualified and experienced employees in connection with carrying out its responsibilities under this Agreement.

1.3 Consultant shall reasonably cooperate with the Client's consultant(s) and shall provide said consultant(s) with such information, upon written request, as may be deemed reasonable, but only to the extent that providing the requested information does not conflict with any of the terms and conditions of this Agreement or otherwise compromise the Consultant's services. Consultant (a) shall have no responsibility for any act, error or omission arising from any service provided by any consultant retained by the Client and (b) shall not be responsible for the accuracy or completeness of any work provided by the Client's consultants. The Client shall require that its consultants be professionally licensed and be covered under professional liability insurance and shall further require that they sign and seal their own design documents where applicable.

1.4 Consultant shall employ professional care to provide its services in compliance with all applicable locale, state and federal laws, ordinances, codes, rules and regulations pertaining to its services.

ARTICLE 2: CONSULTANT'S BASIC SCOPE OF SERVICES

2.1 Consultant's Basic Services consist of those described in Scope of Services (the "Scope of Services"), as well as any services set forth in this Agreement. The Scope of Services are annexed hereto as Exhibit "A" and incorporated herein. All references to the Agreement shall also include all terms and conditions in the Scope of Services. For the purpose of this Agreement, any schematic design documents, construction documents and any other drawings, specifications and documents prepared by the Consultant pursuant to this Agreement shall be referred to as the

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"Consultant's Documents".

2.2 Consultant is entitled to compensation for services (if any) provided by the Consultant for the Project prior to the date of the Agreement ("Pre-Agreement Services"). Consultant shall be compensated for Pre-Agreement Services at the rate(s) set forth in this Agreement.

2.3 Consultant shall not be responsible for a Client's directive or substitution made without the Consultant's written approval.

2.4 Any service requested by the Client and/or provided by the Consultant which is not otherwise described as a Basic Service in the Agreement and/or is an Additional Service, for which the Consultant is entitled to compensation at the rates set forth in the Agreement and paid by the Client, in addition to, and in the same manner as, the compensation for the Basic Services.

2.5 Site visits, if required, are for the purpose of becoming generally familiar with the process and quality of the portion of the completed work only, and to determine, in general, if that work, when fully completed, will be in accordance with the Consultant's Documents. The Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work and shall not be responsible for any defect or deficiency in the work created by a contractor. The Consultant's site visits, if required, and this section of the Agreement shall be limited to completed work specified in the Consultant's Documents.

2.6 Consultant shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, nor shall the Consultant be responsible for any contractor's failure to perform its work in accordance with the requirements of the Consultant's Documents. Consultant shall not have control over or charge of, and shall not be responsible for, acts or omissions of the contractor, its subcontractors, or of any other persons or entities performing any portion of the work.

2.7 Consultant's review of any submittal, including, but not limited to, shop drawings, if required, shall be the limited purpose of checking for conformance with the design intent of the Consultant's Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems. Nor shall Consultant's review constitute approval of safety precautions or construction means, methods, techniques, sequences, or procedures. The accuracy of dimensions, quantities, installation and performance of equipment or systems, means and methods for execution shall be solely the contractor's responsibility.

2.8 Consultant shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous or toxic materials or substances in any form at the Project, including, but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

2.9 Consultant and its subconsultants shall not be responsible for any cost or expense associated with (a) any latent defect(s) in any existing structure, or (b) any other existing conditions of the Project, or on the Project's property, which was not readily apparent or which could not have been visually verified at the start of the Project without uncovering any system or member or without utilizing other invasive or destructive means.

2.10 Consultant shall not be responsible for, amongst other things, waterproofing specifications and design, wetland delineation, evaluation, survey or permitting with the US Army Corps of Engineers, environmental assessments, easement acquisitions, soil borings and condemnation maps and exhibits. The items identified under Section 2.10 are not intended to be, nor are they, an exhaustive list of work excluded under this Agreement. Section 2.10 does not modify work which

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shall be considered Additional Services under Section 2.4.

ARTICLE 3: CLIENT'S RESPONSIBILITIES

3.1 The Client will work cooperatively with Consultant to bring the Project to a successful conclusion, and will timely provide Consultant with all complete and accurate information regarding the Project requirements including budget, schedule and any landlord/owner or building requirements.

3.2 Client will provide all information regarding the requirements of the Project, including Client's objectives, schedule, criteria, budget and site requirements, as well as geotechnical investigation surveys to describe physical characteristics, soil capacity, legal limitations and utility locations of the Project site, to the extent necessary for the Consultant to carry out its services.

3.3 Prior to the commencement of detailed planning, the Client will provide Consultant with a complete written list of any requirements to be considered and included in the Consultant's Documents.

3.4 The Client designates Jeffrey Wells, Asst City Mgr as its representative authorized to act on the Client's behalf with respect to the Project. The Client, through its authorized representative, will examine all Consultant's Documents and other documents submitted by Consultant and render all decisions promptly to avoid unreasonable delay in the progress of the services or Project schedule.

3.5 Client will provide Consultant prompt written notice if it becomes aware of any development that affects the scope or timing of the services or observes or otherwise becomes aware of any fault or defect in the Project, deficiency in the services of Consultant or nonconformance with the contract documents and/or Consultant's Documents.

3.6 Client agrees that Consultant and its subconsultants shall have no liability arising out of any changes or substitutions from the Consultant's Documents allowed or authorized by the Client that were not previously approved in writing by Consultant.

3.7 Client will, at its own expense, retain the services of all consultants, as required by the scope of the Project, and will provide tests, inspections, and special inspections and reports required by law or by the contract documents. Consultant shall have no responsibility for errors, omissions or other deficiencies in the services of any of the Client's consultants, design professionals or design-build contractors, rendering design, engineering or related services, and Consultant shall be entitled to rely on the sufficiency, accuracy and completeness thereof and the compliance of the documents and services furnished by them with all applicable laws, codes, ordinances, rules and regulations. Consultant shall have no responsibility to review or verify any of the computations or designs provided by the Client's consultants, design professionals or design-build contractors, and Consultant's sole responsibility in connection with the service of such other consultants, design professionals or design-building contractors shall be to reasonably cooperate with the Client's consultants in accordance with Section 1.3.

3.8 To the extent allowed by North Carolina law, Client shall hold harmless the Consultant for any conflicts or changes required in design or construction resulting from discrepancies between actual field conditions and the information utilized for design unless such conflicts and changes are due to the negligence of Consultant.

3.9 Client shall be responsible for all costs associated with permit approvals and construction of the facilities designed under this Agreement.

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ARTICLE 4: COMPENSATION & REIMBURSABLE EXPENSES

4.1 Client's compensation and reimbursable expenses shall be paid by the Client to Consultant pursuant to the rates, payment schedule and terms set forth in the Fees, annexed hereto as Exhibit "B". Absent agreement to the contrary, billing for contracts shall be on a monthly basis. Invoices are due upon receipt. Payment not received within thirty (30) days of invoice date will be subject to a service charge in the amount of one and one-half percent (1.5%) per month. If account is not paid per the terms of this Agreement, Client agrees to reimburse and indemnify Consultant for any and all reasonable attorney fees associated with the collection of the outstanding fees from Client to the extent allowed by North Carolina law.

ARTICLE 5: INSURANCE & INDEMNIFICATION

5.1 Consultant shall maintain the following minimum insurance for the duration of this Agreement. Consultant represents that it will pay all associated deductibles and premiums and provide the Client with certificates evidencing such insurance coverage, upon request.

- i. General Liability insurance policy limits of One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate.
- ii. Automobile Liability insurance policy limits of One Million Dollars (\$1,000,000) combined single limit.
- iii. Umbrella/Excess Liability insurance policy limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.
- iv. Workers' Compensation insurance policy limits of One Million Dollars (\$1,000,000) each accident, each employee and policy limit.
- v. Professional Liability insurance covering liability of Consultant arising out of its negligent acts, errors or omissions in the rendering of professional services in the amount of Three Million Dollars (\$3,000,000) per claim and in the aggregate.

5.2 The Client will procure and maintain general liability and property insurance to protect Client and its property from all risks, hazards and liabilities in the minimum amount of the initial cost of the Project's constructions, plus the value of subsequent modifications. The parties waive all rights against the other for damages to the extent covered by property insurance, except such rights they may have to the proceeds of such insurance and shall require similar waivers from their contractors and consultants.

5.3 To the fullest extent permitted by law, the Client shall indemnify and hold harmless the Consultant and its subconsultants, against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Client, or any entity or individual retained by the Client in connection with the Project.

5.4 To the fullest extent permitted by law, Consultant shall indemnify and hold harmless the Client against all claims, actions, judgments, damages and costs, including reasonable attorneys' fees, and all their costs of defense to which they may be subjected or which they may suffer that are allegedly caused by, or arise out of, any negligent act, error or omission of the Consultant, or any entity or individual retained by the Consultant in connection with the Project.

5.5 Consultant's liability to Client for any claim, loss, or damage asserted by Client, including but not limited to liability pursuant to section 5 of the Agreement, which arises out of an alleged breach of this Agreement or any other negligent act, error, or omission of Consultant, shall not exceed the proceeds of professional liability insurance at the time of resolution of the claim.

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5.6 Neither the Client nor Consultant will have any liability to the other for any punitive, incidental or consequential damages resulting from claims, disputes or other matters arising out of or relating to this Agreement.

5.7 The indemnity provisions set forth in Sections 5.4 and 5.5 shall survive the termination of this Agreement.

5.8 It is intended by the parties to this Agreement that Consultant's services in connection with the Project shall not submit Consultant's partners, members, individual employees, or their respective heirs and assigns to any personal legal exposure for the risks associated with the Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that any claim, demand or suit arising out of or relating to the Project or the services provided under this Agreement shall be directed and/or asserted only against Consultant, and not against any of Consultant's partners, members, individual employees, or their respective heirs and assigns. The Client expressly waives any claim it has or may claim to have against any and all such individuals.

ARTICLE 6: TERMINATION OR SUSPENSION

6.1 This Agreement may be terminated by either party upon at least seven (7) days' written notice should the other party fail to substantially perform the terms of this Agreement, through no fault of the party initiating the termination. The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to substantially perform, Consultant may elect to suspend all of its services until the Client's failure is cured and all amounts due prior to the suspension, plus and expenses incurred on account of the interruptions and resumption of services, are fully paid. Consultant shall not be liable for any delay or damages resulting from such suspension of services.

6.2 The Client's failure to make payment in accordance with this Agreement will be considered its failure to substantially perform, and cause for termination by Consultant. In the event of the Client's failure to perform its payment obligations under this Agreement shall result in the following (at Consultant's sole election):

- i. When sums due and owing under a Consultant invoice are 60 or more days past due, any duty or obligation on the part of Consultant to submit any of Consultant's Documents to a governmental entity or other authority having jurisdiction (an "AHJ Submittal") shall cease. Client understands and agrees that Consultant shall not submit any AHJ Submittal if Client is not in compliance with its payment obligations under this Agreement.
- ii. Consultant shall endeavor to advise Client no less than two weeks prior to the deadline for an AHJ Submittal that sums due and owing to Consultant are 60 days or more past due and that the AHJ Submittal will be delayed if Client fails to meet its payment obligations prior to the deadline for the AHJ Submittal. Notwithstanding the foregoing, nothing contained within this Subsection 6.2.ii shall obligate Consultant to provide additional notice to Client of Client's failure to perform its payment obligations, other than Consultant's usual and ordinary periodic submission of invoices and account statements to Client.
- iii. When sums due and owing under a Consultant invoice are 120 or more days past due, Consultant, at its sole election, shall suspend all of its services until the Client's payment failure is cured and all amounts due prior to the suspension, plus any expenses incurred on account of the interruptions and resumption of services, are fully paid.
- iv. Consultant shall notify Client of its intent to suspend its services not later than 7 days prior to exercising its election to suspend its services pursuant to this

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Subparagraph.

- v. In the event that Client fails to meet its payment obligations 30 days after suspension of Consultant's services, Consultant shall (at its sole election) terminate this Agreement.

6.3 Client acknowledges that the Consultant's fees set forth in this Agreement contemplate prompt commencement by Consultant of the work to which such fees relate. Accordingly, Consultant shall have the right to terminate the Agreement should Client not authorize Consultant to promptly commence and complete performance of the work to be performed by Consultant. Consultant further reserves the right to renegotiate its fees if the work is not completed within two years from the date of this Agreement.

6.4 If any portion of the Project or the services is stopped or suspended for more than thirty (30) days in the aggregate, Consultant may terminate this Agreement upon seven (7) days' written notice to the Client.

6.5 If the Client suspends the Project, Consultant shall be compensated for services performed prior to notice of such suspension. When Project is resumed, Consultant shall be compensated for expenses incurred in the interruption and resumption of the Consultant's services. Consultant's fees for the remaining services and the time schedule shall be equitably adjusted.

6.6 The Client may terminate this Agreement upon not less than seven (7) days' written notice to the Consultant for the Client's convenience and without cause.

6.7 In the event of termination of the Consultant, Consultant shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 7: OWNERSHIP AND USE OF DOCUMENTS

7.1 The Consultant's Documents, including those in electronic form, prepared by Consultant and its subconsultants are for use solely with respect to this Project, Consultant and its subconsultants are the authors and owners of their respective Consultant's Documents, and retain all common law, statutory and other reserved rights, including copyrights. Consultant grants to Client a nonexclusive license to use the Consultant's Documents for the limited purposes of constructing, completing, using and maintaining the Project. Client's compliance with its payment obligations under this Agreement is a condition precedent to the existence of the non-exclusive license in the Consultant's Documents and said license shall terminate immediately in the event that Consultant suspends its services pursuant to Subsection 6.2.iii of this Agreement.

7.2 In the event this Agreement is terminated by either party, whether for convenience or for cause, the license to use the Consultant's Documents shall likewise terminate unless and until a licensing fee is paid by the Client to Consultant as compensation for Client's continued used of Consultant's Documents after termination of the Agreement.

7.3 The Client shall not use the Consultant's Documents for the completion of this Project without fully compensating Consultant pursuant to the terms of this Agreement. The Client shall not use the Consultant's Documents for future additions or alterations to this Project or for other projects unless Client obtains the prior written consent of Consultant and its subconsultants. Any unauthorized use of the Consultant's Documents shall be at the Client's sole risk and without liability to Consultant and its subconsultants and Client agrees that Consultant will not have any liability for any use of, revision to or deviation from the Consultant's Documents occurring subsequent to Consultant's completion of services under this Agreement or earlier termination in accordance with the terms of this Agreement. To the fullest extent permitted by law, the Client shall indemnify, defend and hold Consultant and its subconsultants harmless from any claims, actions, damages, judgment or expense, including reasonable attorneys' fees, resulting from or relating to

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the Client's unauthorized use or deviation from the Consultant's Documents.

7.4 Should Client, Client's consultants or contractors or their respective subconsultants or subcontractors (of whatever tier, the "Requesting Party) request to use of Consultant's electronic files for convenience in performing services or work on the Project, Consultant will provide those electronic files within a reasonable time of receipt of an "Electronic Files Release Agreement" executed by the Requesting Party.

ARTICLE 8: MISCELLANEOUS PROVISIONS

8.1 This Agreement, together with the Scope of Services, annexed hereto as Exhibit "A", and with the Fees, annexed hereto as Exhibit "B", represents the entire and integrated agreement between Client and Consultant, supersedes all prior negotiations, representations or agreements (either oral or written) between Client and Consultant and may be amended only by written instrument signed both Client and Consultant.

8.2 Consultant shall have the right to photograph, publicize or promote its relationship to the Project and to include representations of its design of the Project among Consultant's promotional and professional materials.

8.3 Neither party shall assign this Agreement or any part hereof without prior written consent of the other party, which approval shall not relieve the assigning party from any of its obligations under this Agreement. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns to the parties hereto.

8.4 This Agreement shall be governed by, and construed in accordance with the law of the State of North Carolina, United States of America.

8.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against the Client or Consultant.

8.6 Any notice required or permitted to be given under this Agreement shall be in writing and shall be delivered in person or deposited in the United States mail, first-class certified or registered mail, postage pre-paid, return receipt requested, addressed as follows (or to such other address or individual as either party may specify from time to time by written notice in the manner provided in this section).

a. If to Consultant, addressed to:

LandDesign, Inc.
PO Box 36959
Charlotte, NC 28236
223 N. Graham Street (28202)

b. If to Client, addressed to:

City of Monroe
PO Box 69
Monroe, NC 28111
300 West Crowell Street (28112)

8.7 Client and Consultant agree that any dispute arising from this Agreement shall be brought in the appropriate State or Federal Court located in the State of North Carolina, which shall have exclusive jurisdiction of said dispute.

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8.8 In the event any provision of this Agreement if found to be legally unenforceable, such unenforceability shall not prevent the enforcement of any other provision.

8.9 In the event either party is required to enforce this Agreement, in court or otherwise, the prevailing party shall be entitled to recovery of its attorneys' fees and costs.

8.10 E-Verify Requirement. The Consultant shall comply with the requirements of Article 2 Chapter 64 of the General Statutes. Further, if the Consultant utilizes a Subconsultant, the Consultant shall require the Subconsultant to comply with the requirements of Article 2 Chapter 64 of the General Statutes.

This Agreement was entered into as of the day and year first written above.

LANDDESIGN, INC. ^{Signed by:}
BY: Richard Petersheim DATE: 2/26/2025
Richard Petersheim, PLA for LandDesign, Inc.
Partner

CITY OF MONROE
BY: Mark Watson DATE: 3/6/2025
Mark Watson
City Manager

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

Jim Stuckland 3/5/2025

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EXHIBIT A

SCOPE OF SERVICES

GENERAL SCOPE OF SERVICES / PROJECT OVERVIEW

The scope of work is for two geographical areas, community branding and wayfinding study and community engagement all within the Winchester Community. It is intended that a holistic approach is taken to develop a cohesive vision, guided with community input. The overall community-based vision will guide design decisions and improvements for the three projects. The design and planning efforts have been broken out into three main projects:

- Winchester Area Development and Linear Park Design
- Greenway Alignment and Feasibility Study
- Branding and Wayfinding Study

I. PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT

PHASE 100

It is intended that the community outreach and project coordination is coordinated and happens simultaneously to also ensure a cohesive approach to the vision and community input. Consultant will work with the Client Project Manager

A. **Project Schedule** – Consultant will provide a schedule with key milestones and deliverables. The scope is based on a 4-month duration.

B. **Community Engagement** – Consultant will work with the Client and project ambassador, City Council Member, Surluta Anthony, to refine the community engagement strategy. It is intended that there will be one community engagement session within this scope and that session will offer an in-person and supplemental on-line engagement opportunity.

Client will be responsible for securing arrangements for the meeting location, advertising, refreshments, food, and/or entertainment. Consultant will provide all meeting materials used to engage the community including digital communication graphics for advertising the meeting, sign-in sheets, interactive activities, on-line engagement, and summary of findings. It is anticipated that the format will be a drop-in open house to accommodate various schedules and provide opportunities for one-on-one engagement. Each project category will have various stations with an overall cohesive theme and to help provide the overall vision, and how each project supports the vision for the community's future

The following scope outlines the overall intent and purpose for the engagement session. The anticipated individual engagement materials are outlined in more detail in the individual project scope descriptions.

1. **Community Engagement Session 1** – The community engagement session's purpose will focus on sharing key findings and alternatives with the community to provide a sound basis to inform decision-making. Exercises will be highly graphic, engaging and informative. The on-line engagement will mirror the in-person exercises as closely as possible.
 2. **Stakeholder Interviews** – Consultant will hold up to (2) two stakeholder interviews, either virtually or during a connective period. The Client and Project Ambassador will identify the stakeholders or stakeholder groups and arrange for the meeting location.
- C. **Client Coordination Meetings** – Based on a 4-month duration assumption, Consultant and Client will meet bi-weekly virtually to coordinate on progress, tasks and the schedule as needed, with up to four (4) in-person Client coordination meetings.

II. WINCHESTER AREA DEVELOPMENT MASTER PLAN

PHASE 101

A. **Area Defined** – The Winchester Area Development project area has three subareas:

1. The Linear Park/Trail of History
2. The Community-Focused Retail Park and "Roundhouse"

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3. The Community-Focused Industrial Park.

NOTE: The corner parcel along Charles Street is planned for a future, traditional retail development and not included in this scope of services.

B. **Stakeholder Interview** – Consultant shall attend a kick-off stakeholder meeting to align the program, vision, and goals of the overall Winchester Area design:

1. Identify and confirm the key program components of the Winchester Development Area.
2. Identify the desired acreage and site placement of the three subareas in relation to the overall project footprint.
3. Identify and confirm the limits of the proposed linear park for further design advancement.

C. **Master Plan Revision** – Consultant shall revise the current Winchester Area Development Master Plan to reflect the revised site programming and the desires of the community and the City of Monroe. Consultant will develop up to two concepts that will present contrasting ways of orienting and characterizing the Winchester Redevelopment and Linear Park. Deliverables will include two concept level illustrative master plans and character imagery to reflect the design intent for the overall project and the specific design of the linear park/trail of history.

D. **Community Engagement Session 1** – Consultant will prepare all necessary maps, illustrations and imagery to successfully gather information required for the design and documentation of the Master Plan and Linear Park:

1. Provide illustrative revised concept(s), supported by precedent imagery and textual descriptions. Exercises will be designed to creatively and meaningfully gather community feedback.
2. The revised concepts will highlight the variety of park "elements" for the community to compare and contrast to help determine community preferences for amenities and overall design character.
3. Opportunities to incorporate the history and character in the park will be explored in the concepts, as well as an exercise for the community to share their ideas.

III. **LINEAR PARK DESIGN ADVANCEMENT**

PHASE 102

A. **Scope Defined** – Following the Master Plan revision and confirmation of development phasing, the design of the linear park will be studied further to refine an understanding of the feasibility, cost and steps needed to finalize the design and Consultant team required for permitting and construction documentation.

B. **Documentation** – Consultant will deliver design drawings that will generally include:

1. Preliminary studies for demolition, erosion control, utility, grading, and drainage.
2. Preliminary lighting concepts and layout, including pedestrian safety and supplemental lighting fixtures.
3. Graphic representation of all park materials, fixtures, and finishing of the linear park.
4. Preliminary trail of history concepts to help initiate and frame future discussions for art installations.
5. Preliminary planting design concepts

C. **Preliminary Utility and Jurisdictional Due Diligence** – Consultant shall coordinate with local jurisdictional review agencies to confirm compliance of linear park design.

D. **Unit Cost Estimate** – Consultant shall provide an order of magnitude cost estimate, delivered in unit cost format. The estimate will be used to set the project budget.

IV. **GREENWAY ALIGNMENT STUDY**

PHASE 103

A. **Project Limits** – The Bearskin Creek Greenway will be extended from Creft Park to Winchester Avenue Community Facility Center.

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- B. **Alternatives Alignment** – Utilizing available GIS data and Client provided digital data, Consultant will study alternative alignments to connect the two park facilities. Each alignment alternative will be analyzed based on the following Client identified criteria: utilizing existing public right-of-way, available properties for potential right-of-way acquisition, DOT restrictions, cost, and safety.
- C. **Community Engagement Session 1** – Review the alignment alternatives in plan and section, with an overview of describing the opportunities and constraints for each alternative in relation to the criteria described above. Community feedback will help determine the preferred alignment that will move forward into a future Feasibility Study.

V. COMMUNITY BRANDING AND WAYFINDING STUDY

PHASE 104

- A. **Scope Defined** – This scope of work outlines the process for creating a place-centered brand that embodies the vision and values of the Winchester community, guided by input from key stakeholders. The brand will serve as a connecting visual thread across various project elements, including open spaces, greenways, linear parks, economic development hubs, and signage/wayfinding. Consultant's process emphasizes collaboration and community engagement to ensure the final design authentically reflects and resonates with the community.
- B. **Preliminary Research** – Research on local history, existing branding efforts, surrounding land uses and geographies, and community differentiators will be conducted to inform the branding process. Additionally, research will be done on parks and open space precedents with strong branding to present as case studies. The case studies will focus on places which successfully integrate branding into placemaking features such as signage, wayfinding, public art and educational/interpretive elements
- C. **Stakeholder Interview**
 - 1. Focus on establishing goals, vision, and key themes for the community brand and logo. As part of this meeting, a survey exercise and discussion questions will be conducted to gather input from participants.
 - 2. Case studies compiled in Task B "Preliminary Research" will be presented to gather feedback from the stakeholders and community as to the types of placemaking features to incorporate into the project design.
- D. **Brand Refinement** – Based on feedback from the committee, Consultant will present a revised logo concept for review. Consultant will provide one round of revisions for the selected concept to ensure alignment with key stakeholders.
- E. **Community Engagement Session 1**
 - 1. A visual summary of findings from the kickoff survey exercise will be shared during this meeting to align feedback with community input.
 - 2. Consultant will develop and present between 2-3 initial logo concept directions informed by findings from the first engagement session. The logo concepts will include colors, materials, patterns and other imagery that reinforce the vision for Winchester.

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EXCLUSIONS

SERVICES PROVIDED BY OTHERS

1. Contract assumes fees for one (1) community engagement and two (2) stakeholder interview sessions. Additional community engagement may require a change of services contract.
2. Client will coordinate and secure the meeting location, facilities and notification, as well as any meeting expenses.
3. LEED, other certifications of sustainability, energy use, or embodied carbon assessments.
4. Geotechnical testing and reports.
5. ADA analysis and assessment is understood to be provided as necessary under Consultant's contract.
6. Documentation of as-built or existing conditions.
7. Value engineering to reduce costs following approval of the construction documents.
8. Design of site features or specialty fabrications except as outlined in this proposal.
9. Preparation of entitlement submittal package(s) for City/AHJ for approvals.
10. Architectural design services

EXCLUDED SERVICES

1. Traffic impact studies.
2. Irrigation plans, design, and permitting to be assumed as delegated design.
3. Geotechnical engineering. Geotechnical report addressing the recommended pavement design, under drain requirements, seasonal high groundwater table, soil testing, etc.
4. Brownfield and environmental permitting.
5. Survey services.
6. Vertical utility soft digs.
7. Easement agreements/acquisition documents.
8. Signalization design/coordination.
9. Permitting revisions to any approved permits due to plan changes.
10. Changes in Scope of Services.
11. Changes to plan drawings after submittal for jurisdictional review.
12. Materials testing services.
13. Arborist services except as noted in the scope of services above.
14. Construction engineering and inspection (CEI) services.
15. Special inspections.
16. NDPED records for erosion control observations, if required.
17. Water and sewer connection fees.
18. Water system and sewer system development fees.
19. Water feature design consultant.
20. REVIT modeling.
21. Changes required due to contractor errors during construction.
22. 100+1 flood studies, including CLOMR/LOMR.
23. Traffic control plans.
24. Traffic signal design and permitting.
25. Utility pole relocations.

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EXHIBIT B

FEEs

COMPENSATION SUMMARY

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Project Management and Community Engagement	100	\$14,000
Winchester Avenue Development Master Plan	101	\$9,000
Linear Park Design Advancement	102	\$15,000
Greenway Alignment Study	103	\$8,000
Community Branding and Wayfinding Study	104	\$12,000

HOURLY RATES

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

REIMBURSABLE EXPENSES

Expenses incurred by Consultant in the interest of the Project shall be reimbursable and billed at Consultant's direct costs. Reimbursable expenses shall include, but not be limited to, all shipping and mailing costs, courier services, travel, supplies, printing, and photographic reproductions.



STAFF REPORT

TO: General Services Committee
VIA: Mark Watson, City Manager
DATE: October 2, 2025
FROM: Lisa Strickland, Finance Director
PREPARED BY: Lisa Kerner, Grant Administrator
SUBJECT: ElectriCities Downtown Revitalization Grant Application (Fall 2025)

SUMMARY STATEMENT

Staff is seeking approval for a second application to the ElectriCities Downtown Revitalization Grant Program requesting \$10,000.

REVIEW

The ElectriCities Downtown Revitalization Grant program opened on September 15, 2025 and closed on September 30, 2025. Staff prepared and submitted an application for submission ahead of the deadline. The application is requesting \$10,000 for renovation of the American Bank building and furnishings for the planned Downtown welcome center. While there is no match required, the Property Management Department has completed work totaling approximately \$26,000 related to the project. Total project costs are approximately \$255,000.

RECOMMENDATION

Staff recommends that the General Services Committee approve the application and bring this matter to City Council for approval at the October meeting.



STAFF REPORT

TO: General Services Committee
FROM: Pete Hovanec, Parks, Recreation and Tourism Director
VIA: Mark Watson, City Manager
DATE: Oct. 2, 2025
PREPARED BY: Pete Hovanec, Parks, Recreation and Tourism Director
SUBJECT: Disc Golf Course Recognition and Donation Acceptance

SUMMARY STATEMENT

The Parks and Recreation Department received a request from the disc golf community to show their support for the City’s efforts and make a small donation to the City.

REVIEW

The Parks and Recreation Department is asking to acknowledge the support of the disc golf community and receive a small donation of equipment for public use.

RECOMMENDATION

Staff recommends approval from General Services to forward to City Council to accept the donation.

Attachment: Resolution R-2025-50

**RESOLUTION ACCEPTING DISC GOLF EQUIPMENT
DISC GOLF EQUIPMENT
R-2025-50**

WHEREAS, the City of Monroe (hereinafter, “City”), has been offered a donation from the Monroe Disc Golf League and its supporters of Disc Golf Equipment; and

WHEREAS, the donated equipment will be used for individuals wanting to learn how to play disc golf at the Dickerson Community Center; and

WHEREAS, providing this equipment will allow individuals the opportunity to explore the Bearskin Creek Disc Golf Course and expose them to the sport; and

NOW, THEREFORE, BE IT RESOLVED that the City Council hereby accepts the donation of Disc Golf Equipment to be housed at the Dickerson Community Center for use by the public for the promotion and participation in Disc Golf, pursuant to G.S. §160A-12.

BE IT FURTHER RESOLVED THAT the City Manager and City Staff are authorized to take all actions necessary to accept said donation and place the equipment into service.

Adopted this the 14th day of October 2025.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



