CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, NOVEMBER 17, 2020 - 3:30 PM
AGENDA
www.monroenc.org

In order to comply with the need for social distancing and to limit mass gatherings in accordance with Executive Order 176, total attendance at the meeting will be limited to ten (10) people which includes the members of the Committee and City Staff. Once total attendance reaches ten (10), no additional persons will be allowed into the meeting room.

1. Minutes of September 15, 2020 Public Enterprise Committee Meeting

2. State Transportation Improvement Program (STIP)

3. Concord Avenue Sidewalk Improvements Project - Construction Contract Award and Construction Engineering & Inspection Contract Award

4. Award of Purchase of Substation Transformer

5. New Substation 34.5 kV to 4.16 kV - Award Labor Contract

6. Other

Public Enterprise Committee Minutes
September 15, 2020
Conference Room
3:30 PM

Members Present: **Council Member Franco McGee (Chair) and Council Member Surluta Anthony**

Members Absent: **Council Member Freddie Gordon**

Staff: **Russ Colbath, Tonya Edwards, Larry Faison, Ann Fox, Jim Loyd, Sarah McAllister, David Rankin and Mujeeb Shah-Khan**

Guests: **Don Booth, Tom Murphy and Daryl Greenburg**

Council Member Franco McGee thanked everyone for being patient and called the Public Enterprise Committee Meeting to order at 3:40 P.M.

At the start of the meeting, a quorum was not present so items were presented for information purposes only.

Council Member McGee advised that there will be a change in the Agenda order. Item #7, Water Tank Logo, will become Item #3, following Item #2, City Lake Information.

Council Member McGee advised that since we do not have a quorum, the Minutes cannot be approved at this time and therefore, we will start with Russ Colbath introducing the City Lake information.

Staff Report – City Lake Information

Recommendations:
This item is provided for information and discussion. No action is requested of the Public Enterprise Committee.

Presentation and Discussion:

Russ Colbath, Director of Water Resources, advised that this began back in February with an inquiry from Council Member McGee about our lakes and how they were managed. We did take a tour of the lakes, really looking for the balance between what we do as a drinking water supplier versus potential recreational opportunities. In writing the Staff Report, he wanted everyone to hopefully gain an appreciation for the challenges that we have as a drinking water supplier and the technical requirements that we have. Mr. Colbath recognized David Rankin, Water Plant Manager and also Lakes Manager. Mr. Colbath stated that feels that Mr. Rankin has one of the most complicated jobs in the City, running a $100,000,000 water factory but also manages the lakes. He stated that he is very grateful for Mr. Rankin because the water plant is a full time job and the lakes he manages also. In reading the Staff Report, you get the feeling that we are very highly regulated and appropriately so, because we are protecting the public health of 40,000 people who are drinking this water and we need to make sure it is safe and meets Federal requirements.

Mr. Colbath advised that the State Administrative Code mandates supervision of the lakes because of the way they are classified, regulates access, prohibits human contact, a real focus on water quality and human health rather than recreation, although we want to accommodate both if we can. The City Ordinance very much mirrors those requirements. We do offer seasonal access when we have an inspector present. We also work with lake front properties so that they can have access through a User's Agreement and fee payment. The boat size and motor size is limited to protect the amount of gasoline that is out on the lake and any potential fuel spill. The Ordinance and Administrative Code are very important. On top of that, we have the Clean Water Act Section 303d that is Federal law but administered by the State. Our lakes are included on the Impaired Water List. We have issues with nutrient over enrichment which also creates more challenges for us and it is related to our vegetative buffer regulations and the City policy that governs that shoreline so that we can maintain vegetation for protection. When you are trying to manage all those things then recreation, unfortunately for us, has been a little bit of a secondary focus just to be honest. We really don't have the staff and even though we could have the staff, if we wanted to fund it, that recreational focus has kind of taken a little bit of a back seat. We have done a little bit to try to be friendly to the citizens. The other thing that makes this so challenging is the staffing model that we have developed for meeting the regulatory requirements. The staffing model is pretty much based on the lowest costs that we could develop to meet those requirements but protect the drinking water supply by inspecting boats and governing access. The operation that we perform with our lake inspectors, they are contract employees so they don't receive benefits and they have a very small base salary, but then they turn in the fees they collect and they are paid those fees back. So, in the Staff Report I noted that we manage all three lakes for the entire year for $21,600 annually. That is an unheard of low cost and we do that because we had directives from City Council to keep our rates low. If we can meet the requirements and do a good job at that low of a cost, it is very attractive but it doesn't lend itself to year-round recreation or other functions. If we are going to make changes to that staffing model related to new facilities, it will have to be changed and we can develop that as Council directs us to. I just want to acknowledge that we work hard to keep our costs low. That model is a little unusual. One of the questions that we get often is "why aren't you open year round?" Because of the staffing model and the fee base collection and that is what drives their compensation, we found it most attractive to close from November 1st to March 1st.

With the arrival of Councilmember Anthony, City Attorney Shah-Kahn advised Chairman McGee that since a quorum is now present, he can feel free to call the meeting to order. So from 3:45 p.m. on, the Committee will have Minutes.

Council Member McGee called the meeting to order at 3:45 p.m.

Mr. Colbath stated to Ms. Anthony, to catch her up, that we were giving an overview of the City lakes, how they are managed and the regulations that we have to comply with as drinking water suppliers. We were going to launch into a discussion about recreational amenities and beautification opportunities. Our focus has to be the technical part of the drinking water, the treatment, the regulations and so, because of our staffing, it is hard for us to do a lot with recreation. We have done a little bit but we are here to talk about what more could be done and what would that look like. Tonya Edwards is here from Parks and Rec and David Rankin, our Water Plant Manager, who currently manages the lakes.

Mr. Colbath advised that when we talk about recreational amenities and beautification opportunities, outlined in the Staff Report are some of the things we have done to try to have that balance between recreation and the technical part of our jobs. So in 2017, we replaced floating docks at all three lakes, at a cost of $75,000. These are nice metal docks. Before, people had to pull up to the shore and load their boats. We still have ramps at all three lakes. At Lake Twitty, they are gravel and at the other two lakes they are paved. We do have launching facilities and floating docks. We have experimented with wooden picnic tables but they really don't get used. If we had nicer facilities, then they might come. Our focus was to provide some basics to see if people would use them, so we have explored some small picnic tables but no cooking grills. Some tree plantings have been done and beautification around different parts of the lakes with our buffer program and also at the boat launch area. We are open seasonally so boats under 20 HP can come. We do get quite a few bank fishermen and most recently a lot of non-motorized craft because of the Covid situation. We saw an uptick in visitation in April and May. That is something that could have been promoted more but we didn't have to because the word was getting around that everyone else closed. I was pleased that we were able to stay open during Covid on the lakes and provide that opportunity for our citizens and Union County.

Council Member Anthony asked is there not a lot of space out there?

Mr. Colbath advised that is the problem. This is the fifth bullet in the Staff Report. There is such limited City land ownership around these lakes. They were bought for drinking water purposes. That was the focus. When you look at the launching area, there is some space there for potential improvements but there is not a lot of acres.

Council Member Anthony stated that it is not really family friendly because there is a danger element too.

Mr. Colbath advised that he thinks it could be looked at but it is beyond our expertise. You need a landscape architect or a park planner, engineer and that is one of the recommendations in the Staff Report. If we are going to do something and spend some money, we really need to do it right and we need a professional designer. He asked Tonya Edwards to please weigh in anytime. He also advised Council Member Anthony that as you go around the lake shore and you have all these miles of shoreline, unfortunately we have allowed housing developments in multiple areas and some are still undeveloped, but you have the lakefront property that is a very high-dollar property and the City didn't buy more than 10 to 20 feet from the high water level. So, the overflow of the dam would be the high water level so it just varies all across the lake. With that small strip you really cannot have a greenway or a walking path because the ownership is inconsistent. This was looked at back in 2015 with Parks and Rec when they were doing their Master Plan, they did come meet with us and we looked at the lakes and they came away saying that there was not adequate room. Council Member McGee has provided some photos of Squirrel Lake Park. It is a little different setting there and a little different positioning of the pond itself and the land around it. That is one of our big constraints, land ownership. There is certainly some undeveloped land that may go on the market but it is going to be expensive. How would we purchase it if the owner wants to market it as lakefront property and make a profit on it? When Parks and Rec put together their Master Plan, I think they came away seeing that there is no real opportunity there for immediate investment and maybe the City investment t could go into other areas.

Parks and Rec Director Tonya Edwards advised that when they met, the biggest constraint was space. We certainly were very interested in seeing if there was any opportunity to put a greenway around the lakes in any manner because as you see in some other areas, other than Squirrel Park, which is very different because of the nature of that lake. It was inconsistency that was the biggest problem because in some areas there was very, very little of what we would consider City property that we could not have fitted a greenway. So, the connectivity around the lakes was going to be problematic and that would be outside of some pushback that we might get from property owners.

Mr. Colbath stated that focusing back on maybe the areas around the boat launch areas, where we do have a little more space, as noted in the Staff Report, we might be able to evaluate picnic shelters, grills, better parking and restrooms. We won't have sewer access at Lake Lee, Lake Monroe and Lake Twitty because there is no public sewer within miles. So we would be dealing with septic tanks and that could be a problem depending on the soils. At the end here, in the main section, we are feeling like if it is Council's desire for us to analyze this further we are going to have to spend some money. We are going to have to get a professional. It is not that we don't have good staff in both Parks and Rec and Water Resources, we are super busy and this is a specialty area and we want a quality analysis if we are going to do it right. Even though I don't have a recommendation today that outlines what would be the path forward. We have made efforts to do public education with our website and direct mailings to the property owners trying to educate them about water quality and protection.

Council Member McGee then recognized a guest, Mr. Don Booth, with Boaters Marine and Scholastic Anglers. Mr. Booth came to Council Member McGee with a couple of questions about the lakes and thanked Mr. Colbath for educating him on the lakes and how they operate. Mr. Booth has a couple of concerns and we want to give him an opportunity to share his concerns and see if we could actually help him out in some regard.

Mr. Colbath asked Mr. Booth for the name of the company he is with.

Mr. Booth stated that he is with Boaters Marine and also affiliated with the Scholastic Anglers middle and high school program. He stated that he understands about the room available at the City lakes. At Squirrel Lake (as shown on the picture displayed on the screen), the State of North Carolina Wildlife Resources Commission has grants to place piers. There is also one at Dogwood Park in Wesley Chapel. A grant application has to be completed and they install and complete all work involved. There is not a lot of room required, easement wise or anything else. The only requirement is to provide a path to the location where the pier is to be located. They are called T-shaped fishing piers and they include seating which assists handicap individuals when fishing as well as middle school students. Scholastic Anglers works with middle and high school students. We hope to start assisting the elderly, military-disabled individuals and the handicapped but have not gotten to that point. Mr. Booth also mentioned the wonderful idea of the use of kayaks at Lake Twitty. However, trying to launch a boat at the same access point as kayaks can be a problem. It takes a long time to take kayaks off the vehicle, take them to the launch area, park the vehicle and then return to put the kayak in the water. By that time, 20 or 30 minutes has passed. If you already have docks at these locations, using Cane Creek Park as an example of a kayak launch area, in addition to metal ramps, etc., there are rollers that you place your kayak on, move the car, get in the kayak and roll into the water, go kayaking and then return pulling themselves out of the water on the ramps and they are out of the way of the boaters. The picnic areas are nice but what we are looking for with this youth program is where the students have access to a location where they can go fishing. Being a former school teacher and now with virtual learning, the students are finished in a short amount of time and then need a location to go fish. If you had a pier at all the different lakes, where the students could go and fish where there is some supervision, such as a lake manager, and their parents also, they are looking for locations where the students have access to go fishing. If you go to any of the local developments where retaining ponds are located, every afternoon there are probably 20 or 30 students at every one of these locations. It opens up another avenue for some of those students who do not have access to those particular areas. Our focus is to try to accommodate what these students and their parents have access to. The only other item that I would mention about the lakes is, and I understand your staffing requirements, but the individuals who purchased this lakefront property complain all the time about on November 1st we have to lock up our boats or take them out of the water. We feel like they should have access to the lakes since they are paying for it. You already have motor restrictions and other items and I don't think that you would have any problems with the people who live on the lakes violating any of your rules. Mr. Booth stated that he may be wrong but homeowners know that the boats will be locked up again. Those are the recommendations that we have. Our main concern is for the students. We are a non-profit organization 501(c)(3) and we do not charge the students anything to do what we provide for them. We are having to go to many different locations to allow the students to fish. Prior to you guys being there, I cannot remember the man's name who was over the Water Department but when we would go to Lake Twitty he would pay the $1 or $2, whatever the cost to fish from the bank was at that time, since we are non-profit and some of the students can afford it and some cannot afford it. We are trying to keep this program free for all students and we deal with public, private, home, it doesn't make any difference where they come from as long as they are from 6th grade to 12th grade students. That is our only requirement.

Council Member Anthony asked Mr. Booth how many students are in the program?

Mr. Booth stated that it varies from year to year. We have had as many as 150.

Council Member Anthony asked how many students do you have currently?

Mr. Booth stated that they are just getting started for the current year and will know on Thursday evening (September 17, 2020).

Council Member McGee asked Mr. Booth how do they advertise?

Mr. Booth stated that it is on their website - www.scholasticanglers.com.

Council Member McGee asked if they have any other social media outlets?

Mr. Booth replied that they just have the website. That is the only advertisement they have used.

Council Member Anthony asked Mr. Booth if they have students come from all over Monroe?

Mr. Booth stated they are from all over Monroe, Union County, Stanly County and Mecklenburg County. When they hear about this program, they are looking for something to do.

Council Member Anthony asked how many years the non-profit been in existence?

Mr. Booth responded by saying close to 20 years. We have done this for a long time.

Both Council Member McGee and Council Member Anthony thanked Mr. Booth for this information about the program.

Mr. Booth replied by thanking everyone for having him here today.

Mr. Colbath advised that he has a couple of comments on Mr. Booth's presentation. Those are broken down as follows:

- Bank fishing is great if we can accommodate. Mr. Colbath provided a high-level photo of Lake Lee and noted that there is now a giant area of debris because the dam was damaged over multiple years due to hurricane rains. He noted the current new ramp that has been put in. When you look at putting another structure there, you have boating traffic and that is where a professional comes in if we are going to design something like that. On top of that, these lakes are very prone to flood stage and we are supposed to get four inches of rain in the near future, so the level can fluctuate four or five feet vertically. A design of this type of facility is a very large pier and making that safe when it is going to hinge up four or five feet, there is a lot more to it. Squirrel Lake doesn't get floods like that. It is a small watershed. It is a different application and it takes a very detailed, professional analysis.
- The thing about dedicated kayak ramps, I have found that there is a courtesy if a motorboat is there. I don't need a ramp to put my kayak in the water. I have observed with other kayakers that has not been my experience that they bottleneck the ramp because it is easy to put your kayak in on a dirt bank. I have seen one in South Carolina that is more of a concrete stairway, where you carry the kayak down and basically keeping your feet from getting in the mud. So, that would be something if a professional does a layout site plan for the different lakes that would be fairly low cost,

- The year-round access from lakefront properties – it is fine that you feel folks should have that, but we try to give the same courtesy to our public in general as lakefront properties. We do have to have an inspector there if access is occurring. So, if they have access any day they want all winter, we have to have an inspector present and the cost benefit really wasn't there. If you look at what we charge, it is pennies compared to other lakes. They are getting reasonable access for those months out of the year and we have addressed that many, many times through Council, the Mayor and inquiries. If Council wants to change that we are fine, but we would have to staff it and there would be a cost.

Council Member McGee asked what would that cost incur?

Mr. Colbath advised that there would be an employee there all day and they would have to have a boat to go check the lake. If we were open for recreation, it would more than double the cost that we have now. We would need to change the entire staffing model and it would be permanent employees with benefits year round and it will be costly.

Council Member Anthony asked if there is a risk management component to it, what would we be liable for?

Mr. Colbath advised that it would be no more than we are now when we are open. I guess you are doubling the potential access. If there was a fuel spill there could be additional risks but there would be less traffic in the winter months than the summer so not a lot. The cost of having someone there for very limited boater ridership, that is something we have looked at time and time again and just felt like the employees we have now would not want to do that so they would quit and we would be in a position to hire full time employees. If there were other winter activities that you could do, educational programs, whatever, but then you would have to staff up to manage those programs. Council would have to tell us if that is something they are interested in.

Council Member McGee advised that he wants to make sure that, as he stated before, we weren't really thinking about recreation as much as talking more about the water usage, so I also want to make sure that we are reimagining how our lakes can be used. So, moving forward with the activities and with the concerns and the requests that we have had as of late, I want to make sure that we are accommodating to the citizens to make sure that they are also having a better quality lake experience in Monroe. To make sure that Monroe is seen as a place not only where we provide services, but we also provide great recreation and opportunities for families to be able to enjoy our services as well. I want us to think about it from that vantage point. Cost is always a concern, but we want to also look at the quality of the things that we offer. We have great resources here and I just want to make sure that we provide an opportunity to actually address some of those concerns to make sure that our citizens can participate in things that we have here as well. I am not opposed to looking at other ways to get more usage out of our lakes and did go visit our lakes. Also, I do understand that this is a different type of space than at Squirrel Lake but every time I go to Squirrel Lake, there are people there fishing. I go four or five times a week as part of my walk and people are typically there and it could be because of Covid and not having much to do, but there are kids all over the place. I just want to make sure in Monroe that we also provide opportunities for people to get out and enjoy fishing and nature that is available. So, I am more than willing to entertain and see what we can do to improve what we do have and find out what the costs are and if it fits what we are looking to do.

Mr. Colbath advised that he feels the next step would be a consultant study just to focus on the lakes and maybe the cost wouldn't be as high as we have cited here. Here is Squirrel Lake and you have this beautiful undeveloped buffer of property around, it really gives you a lot nicer feel, it is a very small, a self-contained watershed. The whole park is 36 acres but the water area might be much smaller than that. It is so close to such an urban area that it gets a lot of good visitation.

Council Member Anthony stated that she is not opposed to providing great opportunities, all types of opportunities, but doesn't want any congestion out there either. But perhaps we do need to look into it, if it is not too costly to look into, and then also that we still have Cane Creek that has water opportunities as well.

City Manager Larry Faison asked Mr. Colbath to remind him how many inspectors cover how much of the year?

Mr. Colbath replied that we have three seasonal inspectors, David is their supervisor, but he is running the Water Plants so it is hard for him to get out too often.

City Manager Faison asked if they are employed from April 1st to November 1st ?

Mr. Colbath replied March 1st to November 1st is the open season. They are open for eight months and closed for four months.

City Manager Faison asked if it is currently the hours of daylight?

Mr. Rankin replied that right now it is from 7 a.m. to 7 p.m.

Mr. Colbath advised that it is very hard to find someone who wants to work that contract situation. It takes a retired person, that doesn't mind 12-hour days, and closed two out of seven days of the week. Some choose to stay open one extra day.

Council Member McGee asked if it could be a situation where we restrict their hours during the winter months to try to see if that is workable? He doesn't feel that they need to be out there all day during the winter, but that it would be nice to be able to allow people accessibility to those times, but not necessarily from 7 a.m. to 7 p.m.

Mr. Colbath advised that we are getting into a lot more staffing and peace meal approaches and we have to have a different position to manage the lakes. David cannot be asked to do that with his other responsibilities so a different staffing model might be a full time lake supervisor that could also do other things in the winter, like the public education pieces, the buffer inspections, that type of thing but also supervise the staff. It would be part-time employees but unsure whether or not it would include benefits. Also, trying to keep staff because it is hard to get people right now. We have a vacancy at Lake Monroe and we haven't been able to fill it all summer. So, we are really struggling and if you move that into the winter, it's not going to be college students because they are in school. So, who will apply for those jobs. Mr. Colbath advised that we will try, if that is what Council wants us to do, but I see some challenges. We would have to change the models and see what we could do.

City Manager Faison stated that it may be four full-time employees at probably $40,000 to $50,000, plus a boat or two per lake.

Mr. Colbath advised it could be that high or it could be a shared boat in case someone breaks down. You do have to patrol and check the lake. We do this twice per week at a minimum and inspectors have to make two full-round trips per week and check every property. We are looking for water quality, spills, anything that could be impacting the lakes. They are checking on visitors, collecting their fees, checking their boats for safety and also noxious weeds that could come in on the propellers, things like that.

Council Member Anthony stated there is the possibility also that it could be at just one lake.

Mr. Booth asked if they make the two trips per week, even during the four months, that it is closed?

Mr. Colbath advised that they make one trip per week during off season. No one is supposed to be on the lake so the level of hazard has come down.

Mr. Booth asked if they are having to make the one trip during the off season, why couldn't that lake be open during that one day or whenever they make the trip?

Mr. Colbath replied that it only takes about two hours to make a full round so you would be expanding that by six or eight more hours to have the day full.

Council Member McGee thanked Mr. Colbath and stated that he would love to explore this more. He is unsure if a follow-up is needed with some of the suggestions that we heard, or what the next steps should be.

Mr. Colbath advised that when they start the budget for fiscal year 2022, they will need some funding if this is going to be looked at appropriately. We spoke when we toured the lakes about some small improvements and I was thinking a few more picnic tables. If you look at a piece meal approach, it doesn't do a lot for us. If we are looking at kids' programs and things like that, it is bigger than what we have done and that is why I am reluctant to piece meal a few small things. The picnic tables we have for instance; people don't even use so why would we put more? I am a little stuck here on the next step that Water Resources can do by ourselves.

Council Member McGee stated that it is more, so adding another totally different component to your department may be someone that is in lakes and programs. Is that what I'm hearing?

Mr. Colbath advised someone like a natural resource type individual, a park ranger, is what I see. A person who could manage the lakes and be the lead inspector and cover the seasonal needs, whether we expand that into the winter months or not with a seasonal employee.

City Manager Faison stated that the more it takes on a recreational component, it goes over to Parks and Rec and if it remains a compliance inspection type function, then what you have currently is the answer. Is it the priority of Council to recreationalize the lakes and then what people want to accomplish? I don't think you can do it on a shoestring, a $50,000 to $100,000 study to plan for one or three lakes, staffing and in my mind it is 3, 4 or 5 people and perhaps more.

Council Member Anthony asked if we would look to the State to stock it?

Mr. Colbath asked Mr. Rankin about stocking of fish from the State? They have done some at Lake Twitty I recall.

Mr. Rankin advised that occurred before he started this position and nothing has been done since he took over managing the lakes. I think they can stock it. The biologist was just here and didn't recommend it.

Mr. Colbath stated that Mr. Booth may know more about that than us.

Mr. Booth stated that the State will restock it. At Squirrel Lake they come out there, I don't remember exactly how often, but they put 5,000 to 6,000, they only restock it with catfish, at Squirrel Lake. They restock it two or three times a year. They also do all the studies for the fishing piers. They pick the location and they do all the concrete work. They do it all for you if you can obtain one of the grants.

Council Member Anthony stated that perhaps we need to find out more about the grants.

Mr. Booth stated that you may apply for the grant one month and then you may have to do it over and over again. When Wesley Chapel applied for theirs, they had one location approved and they ran into a problem with the dam at the original location and had to change it. This meant that they had to apply for the grant all over again at a different location. It was approved and they have floating docks that are really nice. Mr. Booth then thanked everyone for allowing him to come and give his input today.

Council Member McGee asked if there were any other questions.

As this item was for informational purposes only, no action was required from the Committee.

Council Member McGee advised that we now have a quorum present and at this time we will go ahead with a motion to approve the Minutes.

Adoption of Minutes of the Meeting

Recommendation:

Adopt the February 18, 2020 Public Enterprise Committee meeting minutes.

Motion:	Adopt February 18, 2020 PEC Meeting minutes
Motion made by:	Council Member Surluta Anthony
Second:	Council Member Franco McGee
Voting:	**In Favor –** Council Member Surluta Anthony and Council Member Franco McGee **Opposed –** None
Action:	Motion adopted

Staff Report – Water Tank Logo Information

Recommendation:

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

Presentation and Discussion:

Water Resources Director Russ Colbath advised that this item is coming to the Committee as information. Council Member McGee asked us to assemble some information about the possibility of using our water tanks for logos and branding the City. Mr. Colbath provided a graphic showing where all City of Monroe tanks are located in the context of the City as a whole. We currently have six water tanks that could be considered for logos. A little history, when Mr. Colbath started with the City in 1998 there were no logos on any tanks. Some tanks were different colors. The one tank near Charlotte Plastics has to be red and white because of the airport so that one is off limits. He felt that it was important to brand at least City of Monroe so we did make a conscious effort as we painted every tank to put at least that logo and we standardized the colors, fonts and things of that nature. That is how we got to where we are today. Using the graphic showing the locations of the tanks, Mr. Colbath pointed out the location of the tank at Highway 74 coming into town, the tank at Highway 75 coming in from Waxhaw, the tank at the intersection of Highway 84 and Rocky River which is our newest and nicest looking tank, the tank at Camp Sutton near Tyson Foods, the tank at ConMet which is prominent and visible and our oldest tank at Nelson Heights. That one is slated for removal and replacement in the five-year CIP. This gives you an idea of where the tanks are located. So, where would you choose to put an investment in logos if you were interested. In the Staff Report there is a listing of every tank and not only the ground elevation but how tall it is so that you can get an idea of the visibility that would be there. Mr. Colbath went through photos of a couple of the tanks with the first being the tank at Rocky River and Highway 84. This is our newest and best looking tank. Next, he displayed a photo of the tank at Goldmine Road. This tank could support a logo. The tank at Turning Point by ConMet was next to be displayed. This tank has a prominent view from the mall for instance, or Highway 74 or Old Charlotte Highway. Mr. Colbath stated that he did not have a good picture of the Camp Sutton tank but pointed out that it is very visible from Highway 74 by people coming in from the East. In looking at the cost, Mr. Colbath stated that he did reach out to our tank maintenance company that maintains our tanks and they provided us with the artwork of the Mount Holly tank (included in your packet). This is a 1,000,000-gallon tank and two-sided artwork would be around $40,000 for a large, beautiful logo. Included in your Staff Report is an idea of what two-sided logos would cost at Camp Sutton, Patton, Nelson Heights, but I think Nelson Heights is a bad choice because of its location and it is going to be replaced, the Goldmine and Rocky River tanks. The smaller tanks, the ones that are 500,000, the price was scaled back because the cost of the paint would be less. The total shown is $190,000, but if we take out Nelson Heights, it would be $165,000 to do all of the tanks, two-sided. There would be an analysis of the artwork, which sides of the tank you would use to properly display to the traveling public and what you are trying to accomplish in getting their attention in branding. That would be coordinated with public information, branding efforts and that type of thing.

Council Member McGee asked if this would be something that we would bid out or is this the organization that we would use to do the work?

Mr. Colbath advised that we are under a long-term maintenance agreement with a company called Utility Services and so they would do this work. We would want to stay with them because they guarantee the paint job of the tank beyond the logo. They will be as cost effective as anybody, in my opinion, in applying the logo to the tanks. We would negotiate a price with them if this was chosen to be funded.

Council Member Anthony stated, regarding the tanks that face Highway 74, that she didn’t know if it would be necessary to do both sides. We would get more mileage out of where there is more traffic. In fact, the ones facing in a residential direction, it is not necessary to do both sides.

Mr. Colbath showed a map indicating the location of the Patton tank and its proximity to the Monroe Mall. This is the one facing the Mall and showing on the map its location to Patton Street, in front of Turning Point. Would we get rid of all the other logos so there would just be a paint job with a one-sided logo because we only want it to appear on one side? There would be some cost of painting out those old logos. We can either wait until the paint job came due, because under our Maintenance Contract we have a guaranteed interior and exterior paint job once every 10 years, but it is expensive to paint these tanks.

Council Member Anthony asked how many years it had been since the last paint job?

Mr. Colbath advised that he did not have that information in front of him, but believes it has been four or five years on this one. So, it wouldn’t be due on this one for another four or five years. That gets tricky because this base blue has faded some. When we go to paint this out, it is going to be hard to match the color to paint over the logo so that we can put a logo over here. The problem is going to be getting stuck with painting the whole tank. That will change the costs listed in the Staff Report.

Council Member McGee advised that he goes to other cities and sees these great, elaborate water tanks and thinks this is another opportunity that we could brand our City. This is something that helps to beautify our City, so he is unsure if there are any grants available or if there is anything offered like that?

Mr. Colbath advised there is not for the infrastructure. On the lake items, the piers, stuff like that, he thinks there may be. The recreation piece, Tonya Edwards probably knows more about that than me, but when you start dealing with NC DEQ and their construction grants and loans, it is so competitive and an appearance thing is not going to get you anything. It is all infrastructure based, needs based and there are so many failing systems. Mr. Colbath stated the he is 99% sure we will not get a grant for this. The recreation piece is different. The City Manager asked if I could do an initial cost, a 5-year cost and a 10-year cost. If we would commit, it is more than year one, because you do have to keep them looking nice. Mr. Colbath spelled out his assumptions, that there will be a slight increase to our annual maintenance contract because the contractor has to work around and deal with these but if we freshen them on a five-year cycle, to make sure they looked really good, you can see the cost put in and then adding up the initial fee of $195,00, minus Nelson Heights, if we took that out and this was two-sided so if you change that assumption, you would scale it down. Five-year is just over $300,000 and ten-year, it's a lot of money, at $425,000.

City Manager Faison asked if this is cumulative costs or are we spending $195,000 in year one and spending another $307,000 in year five?

Mr. Colbath advised that it is cumulative. The total five-year cost would include year one. If you annualize it, and said okay on average, on a ten-year basis, $42,000 per year if we are doing rate planning, it would be "x" dollars in rate increase on the water rate you pay for it. If you said a $45,000 fee, just under 1% we would have to raise water rates to fund it, in perpetual, to keep them looking good. It would be an average of about $40,000 per year over a ten-year period. That is one way to look at it. This is a basic start. We are just bringing some ballpark information and then also showing you an example of what our contractor has been able to do for another City.

Council Member Anthony stated that this is FYI, right?

Mr. Colbath responded, yes mam.

Council Member McGee asked Mr. Colbath his take on the water tanks and their branding efforts or their opportunities to beautify the City. What are some other benefits do you think there could be and why we would want to do this? I'm sure you have seen other cities and their different water tanks and I think that it is really nice looking to see the art work in the air. I could see our logos on there, the way that we can market, what our tag is and I am just trying to see how we could benefit from having something nicer. When I think of Monroe, I always want to think of ways that we can beautify. I know that we provide services, but I think that we can always step it up some when it comes to beautification, adding other elements. So therefore, when taxpayers see that we are doing things, they can see that we are spending money on different things and not just the services, but we are doing things to make our City more attractive. When I go to other places, people like different things about different cities. I am just trying to make sure that we are in that conversation, if you will. So there are things about Monroe that people like, this and that about the downtown, or they have great images or whatever, so I am trying to figure out what is your stance or where are you with regards to some of the beautification efforts that this can provide for our City.

Mr. Colbath replied that this is hard, being so practical probably because I am an engineer, that I am always looking at the nuts and bolts and we have so many competing needs. I love when I go to a beautiful downtown or a beautiful place, a concert hall or whatever, I love it, it just makes you feel good.

Council Member McGee stated that it all costs money.

Mr. Colbath replied that it's just how you pay for it. When I come to my boss and say, I need these pipes replaced, I need these pumps and I need to spend $5,000,000 at the water plant and it all drives the rates, we are just trying to being super frugal to keep our rates low to the citizens. I would love to be able to do more. I'm not the person to design it and make it look good but I know what you mean when you see something and it looks good and it makes you feel good. It makes your community look good and everything else. I appreciate it, but from a budget and a mechanical perspective, I am just so nuts and bolts that somebody else will have to say let's spend this money and do this and then we will hire the right people to do it and to do it well.

Council Member McGee thanked Mr. Colbath for his input.

Council Member Anthony stated that she loves to see a city that looks good, but we have so much stuff, you know, I would love to see us have broadband, the quality of life issues. I would like to see us tackle that, that's important too, aesthetically, but we've got some really pressing issues that we are not attacking yet. I would frankly like to see us do that, you know, quality of life stuff.

Mr. Colbath advised that it is all about setting priorities and going down the list and what is the highest need. He also stated that he isn't sure if he gave the Committee very much, but that is what we came up with and I will be glad to provide any follow-ups that are needed.

As this item was for informational purposes only, no action was required from the Committee.

Council Member McGee stated that we will move on to the next item, Historical Marker to Honor John S. Massey and that will be presented by Mr. Loyd.

Staff Report – Historical Marker to Honor John S. Massey

Recommendation:

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

Presentation and Discussion:

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

Dr. John S. Massey
(*1866-1946*)

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

Council Member Anthony stated that this information is correct.

Mr. Loyd stated that Engineering Staff obtained a quote from Sewah Studios in Marietta, Ohio for the historic marker. Two samples were provided to choose from. If you look at the first one, it is called "The Georgia" and both are 24" x 30" and this is called the Georgia pattern. It has a 1" letter size with the title being 1½" – 2" and the information will be the same on both sides. The City of Monroe emblem would be included; we would be able to add that to the marker. The total price for that, along with the post for mounting, would be $1,725. The second pattern is called "The Double Arch" pattern marker and it has the same letter size and information would be on both sides. We are recommending a black plate with white letters. We are proposing to place the sign at the common lot line of 800 and 804 West Windsor Street, within the right-of-way. It would be in line with the existing speed limit sign which we would relocate for visibility and we would be able to do all of this within the right-of-way and not require any easements.

Council Member Anthony asked the price of the Double Arch pattern.

Mr. Loyd stated that the Double Arch pattern would be $1,620 and the Georgia pattern would be $1,725. Mr. Loyd also advised that he is planning to take the cost out of his current operating budget and not request a budget amendment. We would need direction on two items, (1) what the marker would say, if the Committee thinks it is appropriate and (2) which marker type would be preferred.

Council Member Anthony advised that she prefers the one with the emblem (Georgia pattern) and the reason is the one with the emblem, to her, makes a statement that you are embracing the idea of diversity and inclusion.

Mr. Loyd stated that in case we ever have additional markers on City streets, this would become the standard.

Council Member Anthony made the following motion:

Motions:	Motion to (1) select the Georgia style marker for Dr. Massey's monument and approval of the wording to be used and (2) to forward to Council on the Consent Agenda to be considered at the October 6, 2020 meeting.
Motions made by:	Council Member Surluta Anthony
Second:	Council Member Franco McGee
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Motion is approved

Council Member McGee thanked Mr. Loyd for bringing this item to the Committee.

Council Member Anthony asked Mr. Loyd when this will actually happen?

Mr. Loyd advised that he will contact the company and he would get back to the committee, noting that they were out of work for some time at the beginning of the Covid virus.

Council Member Anthony asked if that will be an event in Monroe when it happens?

Mr. Loyd advised that as soon as he can find out that information from the company, he will make the Committee aware. Also, we will have an unveiling at that time

Staff Report – Autumn Drive Extension Variance Request

Recommendation:

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

Presentation and Discussion:

Jim Loyd, Engineering Director advised that the developer, Darryl Greenberg, has submitted a request for exemption from the requirements for sidewalk and curb and gutter as part of the extension of Autumn Drive and the subdivision of tax parcel 09301169. Developer Greenberg is here today if you have any questions. Portions of Autumn Drive were originally developed as part of Olde Town Estates, Phase I Subdivision in the late eighties. Sidewalk and curb and gutter was not a requirement at that time. Approximately 422 feet of Autumn Drive is constructed at the eastern end of Olde Town Drive. Both the existing section of Autumn Drive and Olde Town Drive are constructed as ribbon paving and ditch streets. In Section 02.02.10 of the Detail Manual, which a copy is provided in your packet, indicates that a variance from these requirements may be approved by City Council when "the project involves the extension or construction of a residential street to provide uniformity to the existing neighborhood." Staff recommends that the Public Enterprise Committee concur with the variance request from developer Greenberg for the required sidewalk and curb and gutter improvements and recommend to City Council that these infrastructure improvements not be required as part of the extension of Autumn Drive to maintain conformity with the existing Olde Town Estates Subdivision. No other deviation is proposed or recommended from the City of Monroe Standard Specifications and Detail Manual.

Mr. Loyd asked if there were any questions regarding this request?

Council Member McGee asked are we not requesting that new developments be done with adding sidewalks?

Mr. Loyd replied by stating yes, typically all developments do have sidewalks and curb and gutter. In this case, it is because there is an existing development and provided some pictures showing what is out there. Back in the 1990's, this variance ability was created at the request of Council. It was Fox Hunt Subdivision that was the existing development that had nothing but ribbon streets and the neighborhood wanted uniformity. That is why this variance ability is included in the Detail Manual.

Council Member McGee stated that he just had a concern that if our goal is to add sidewalks throughout the City, creating more walking space, and understanding that the existing one does not, if that is how we are going to move forward then he just didn't understand or was curious as to why Engineering would concur with the variance.

Mr. Loyd advised that as part of the requirements, sidewalk is still going to be required along Charlotte Avenue so that requirement is still going to be met. But, it is just for that internal street section, so that it matches the rest of the development. Typically, I would not recommend something but I am trying to maintain that uniformity.

City Manager Faison asked, so basically you are saying there are no sidewalks in the subdivision?

Mr. Loyd replied that is correct, there are no sidewalks in that subdivision.

City Manager Faison asked, but our sidewalk requirement triggers a sidewalk unless there is an exemption or a variance granted?

Mr. Loyd replied yes sir, unless a variance is granted.

City Manager Faison stated so that is why this is coming before the Committee. We have a requirement for sidewalks and so with this development, if he doesn't get a variance, he has to put in a sidewalk. So, you would have a sidewalk that is a couple of hundred feet long connecting to nothing. City Manager Faison asked Mr. Loyd if we have an interest in building sidewalks in this subdivision.

Mr. Loyd replied no sir, it would not qualify. We have other areas that would warrant sidewalk before this would.

Mr. Loyd provided pictures of the existing subdivision Phase I plat showing Olde Town Drive that is completely built and then the section of Autumn Drive. The developer is going to be extending Autumn Drive and tying back in over at the other end of Olde Town Drive. He also provided a slide showing Olde Town Drive existing conditions showing the ribbon street with ditches. The concrete at the end goes back to a house located at the end. We allowed them to extend that driveway off the end of street so that they could build their home and have access.

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

Motions:	Motion that (1) the sidewalk and curb and gutter infrastructure improvements not be required as part of the extension of Autumn Drive to maintain conformity with the existing Olde Town Estates Subdivision and (2) to forward to Council on the Consent Agenda to be considered at the October 6, 2020 meeting.
Motions made by:	Council Member Surluta Anthony
Second:	Council Member Franco McGee
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Motion is approved

Staff Report – Proposed Pavement Resurfacing Contract

Recommendation:

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

Presentation and Discussion:

Sarah McAllister, City of Monroe Land Development & Infrastructure Engineer, stated that we have an annual resurfacing budget and the budget this year is just shy of $1.3 million. There is a list of streets that are proposed to be included in this year's Contract. We have advertised and opened bids for it. We received four bids. Lynches River was the lowest bidder and we are recommending a contingency of $50,000. It was about $230,000 shy of the budget so, at the City Manager's suggestion, we are proposing to use approximately $55,000 of that overage to fund a new pavement condition survey which is very useful for us. That would leave approximately $235,000 and with that money we are proposing to add two more streets to the current bid in the Contract. This comes with a five-part recommendation:

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

City Manager Faison stated that the Engineering Department had requested in probably the last three budgets to do the conditions survey. I felt that funding was tight so it is something that I took out. But, this particular year, we saw an opportunity, since this bid came in really good, so there was some surplus and we thought it might be wise to recommend funding the survey. It hasn't been done for at least three, maybe four years.

Ms. McAllister advised that the last one was 2016. I think it was funded in 2015 and we recommend them every three years. They tend to be not very useful as you get further from the date.

Council Member Anthony stated that sidewalks are one of the number one complaints that we get all of the time. Council Member Anthony made a motion to recommend items A, B, C, D and E.

Motions: Motion to forward recommendation to Council on the Consent Agenda for the following to be considered at the next meeting on October 6, 2020:

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

Motions made by: Council Member Surluta Anthony
Second: Council Member Franco McGee
Voting: **In Favor** – Council Member Surluta Anthony and Council Member Franco McGee
Opposed - None
Action: Motion is approved

Staff Report – Concord Avenue Sidewalk Improvements Project

Recommendation:

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

Presentation and Discussion:

Sarah McAllister, City of Monroe Land Development & Infrastructure Engineer, stated that an updated Staff Report and Budget Ordinance have been provided since bids have been opened at this point. We have been working with Union County since July of 2015 as they were a recipient of a Community Development Block Grant. The project that we chose from the beginning was adding sidewalk along Concord Avenue from Charlotte Avenue to Help Street (formerly Lomax). We were awarded $391,000 previously through that grant to do the engineering, design and right-of-way acquisition or easement acquisition which has now been completed and then recently we were awarded another $520,000 for construction. We advertised and had to re-advertise but at the second bid opening we did get three bids and Armen Construction did come in slightly under the engineer's estimate. A 10% contingency is actually included in that bid so we are not adding anything to that $1.145,000 that they submitted. We have letters of interest for construction inspection and quality assurance testing for this project that we will get that through the consultant. The contract is a 210-day contract and the project will be funded with those CDBG grants and then also with Powell Bill reserve funds in the amount of roughly $626,000 and there are sufficient funds available. There is a Budget Amendment to put the CDBG funds and the Powell Bill reserve funds into the project account. So that is a three-part recommendation to award the contract to the low bidder, authorize the City Manager to execute the contract and change orders and approval of the attached Budget Ordinance.

Motion:	Motion to forward recommendation to Council on the Consent Agenda for the following items to be considered at the next meeting on October 6, 2020: A. Award of the Concord Avenue Sidewalk Improvements Project to the lowest bidder, Armen Construction in the amount of $1,145,306.80;
Motion made by:	Council Member Surluta Anthony
Second:	Council Member Franco McGee
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Motion is approved

Motion:	B. Authorization of the City Manager to execute the documents, including future change orders, if required;
Motion made by:	Council Member Franco McGee
Second:	Council Member Surluta Anthony
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Motion is approved

Motion:	C. Approval of attached Budget Ordinance (BO-2020-15)
Motion made by:	Council Member Franco McGee
Second:	Council Member Surluta Anthony
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Motion is approved

Other:

Council Member McGee stated that he does not have any additional items for consideration and asked if there were any other comments. If not, he would entertain a Motion to adjourn.

Recommendation: Adjourn meeting at 5:00 PM

Motion:	Adjourn Public Enterprise Committee meeting
Motion made by:	Council Member Surluta Anthony
Second:	Council Member Franco McGee
Voting:	**In Favor** – Council Member Surluta Anthony and Council Member Franco McGee **Opposed -** None
Action:	Approved

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

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Franco McGee, Chair

Next Meeting – October 20, 2020, 3:30 PM

STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: November 17, 2020

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

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

SUBJECT: State Transportation Improvement Program (STIP)

SUMMARY STATEMENT

The Public Enterprise Committee is provided information regarding the current STIP 2020-2029 STIP and the reprogramming required as part 2023-2032 Draft STIP due to budget shortfalls.

REVIEW

The process is underway for development of the 2023-2032 STIP by the NC Department of Transportation (NC DOT). On September 3, 2020, the Technical Coordinating Committee of the Charlotte Regional Transportation Organization (CRTPO) received information presented by David Wasserman, P.E., STIP Western Region Manager about reprograming the STIP due to budget shortfalls. The STIP is a fiscally-constrained planning document listing most capital projects NC DOT expects to deliver over the next 10 years. The STIP is typically updated about every two years. The STIP has been negatively affected pre-COVID by various storm responses and legal settlements (Map Act). The MAP Act was a law passed in 1987 that allowed NC DOT to reserve corridors for future highways without buying the property, in turn suppressing the value of the land. The courts determined that NC DOT must pay for the lost market value. COVID has devastated the revenues – the motor fuel tax, DMV fees and Highway Use Tax used to fund NC DOT. There is a $2 billion-dollar estimated decrease in the STIP budget over a 10-year period. Also, there has been a $3 billion-dollar increase in project costs primarily due to large increases in right-of-way estimates, especially in urban areas. Due to these decreased revenues and increased project costs, the current STIP is no longer fiscally constrained. NC DOT therefore needs to reprogram the STIP to:

- Meet federal requirements and not jeopardize federal funding
- Provided realistic delivery schedules
- Update projects funded with BUILD NC and GARVEE Bonds due to House Bill 77.

The effects of the reprogramming have resulted in delays for projects throughout the state and Monroe. The attached reprogramming update for projects within Monroe and several other projects of interest are provided in the attached. Only projects included in the Metropolitan Transportation Plan (MTP) are eligible for inclusion in the STIP. The MTP is also a fiscally-constraint project listing that is updated every 4 years and is based on a 20-year window. Projects not projected in the 2023-2032 draft STIP will be eligible for consideration in the next STIP update.

RECOMMENDATION

The reprogramming required as part of the 2023-2032 Draft STIP due to budget shortfalls is being provided for informational purposes. No action is required by the Public Enterprise Committee.

Attachment(s):
Reprogrammed Status of Roadway Projects
2023-2032 Draft STIP
PowerPoint by David Wasserman, NC DOT

* Source www.2045mtp.org/projects .

REPROGRAMMED STATUS OF ROADWAY PROJECTS 2023- 2032 DRAFT STIP

2045 MTP ROADWAY PROJECTS

2025 Horizon Year Projects

TIP No.	2045 MTP ID	PROJECT NAME	ROUTE NUMBER	PROJECT LIMIT BEGINS	PROJECT LIMIT ENDS	IMPROVEMENT TYPE	PROJECT DESCRIPTION
U-5703 A	E203	US 74/Rocky River Rd	US 74	Intersection	Intersection	Intersection Improvements	Reconfigure intersection (superstreet design)
2020-2029 STIP: U-5703A Complete; U-5703B: Realign James Hamilton Rd. w/ Rocky River Rd. at Myers Rd.- Right of Way 2020; Construction 2021; Costs $1.15 million. **2023-2032 Draft STIP: Right of way 2021; Construction 2025.**							
R-3329/ R-2559	E204	Monroe Connector/ Bypass		I-485 (Charlotte Outer Loop)	US 74 between Wingate & Marshville	New Location	New 4 lane toll freeway, alternative to US 74 in Union County
Complete							
U-5931	E207	US 74/Secrest Shortcut Rd	US 74	Intersection	Intersection	Intersection Improvements	Construct intersection improvements
2020-2029 STIP: Right of Way 2020; Construction 2024; Project Costs $7.35 million. **2023-2032 Draft STIP: Right of Way In progress, 2024; Construction 2027.**							

2035 Horizon Year Projects

TIP No.	2045 MTP ID	PROJECT NAME	ROUTE NUMBER	PROJECT LIMIT BEGINS	PROJECT LIMIT ENDS	IMPROVEMENT TYPE	PROJECT DESCRIPTION
U-4024	2063	US 601 Widening	US 601	US 74	Monroe Connector	Widening	Widen from 2 lanes to 4 lanes, with median, bike lanes and sidewalks
2020-2029 STIP: Right of Way 2025; Construction 2027; Project Costs $28.5 million. **2023-2032 Draft STIP: Right of Way 2027; Construction 2030.**							
U-5764	E205	US 74 Widening	US 74	NC 200	Rocky River Rd	Widening	Widen from 4 lanes to 6 lanes, with median, bike lanes and sidewalks
2020-2029 STIP: Right of Way 2020; Construction 2024; Project Costs $65.75 million. **2023-2032 Draft STIP: Right of Way In progress, 2024; Construction 2027.**							
U-5723	E208	US 74/US 601	US 74/ US 601	Interchange	Interchange	Improve Existing Interchange	Construct interchange improvements
2020-2029 STIP: Right of Way- In progress; Construction 2024; Project Costs $8.0 million. **2023-2032 Draft STIP: Right of way In progress; Construction 2025.**							
U-4714B	E372	John St - Old Monroe Rd		Morningside Meadow Ln	Wesley Chapel Stouts Rd	Widening	Widen from 2/3 lanes to 4 lanes with median, bike lanes and sidewalks
2020-2029 STIP: Right of Way 2020; Construction 2022; Project Costs $53.34 million. **2023-2032 Draft STIP: Right of way In progress; Construction 2024.**							
U-6169		Old Monroe Rd Widening	SR 1009	Wesley Chapel Stouts Rd	Airport Rd	Widening	Widen from 2/3 lanes to 4 lanes with median, bike lanes and sidewalks
2020-2029 STIP: Right of Way 2027; Construction- Post years; Project Costs $27.4 million. **2023-2032 Draft STIP: Right of way 2029; Construction 2031.**							
U-6031	2066	Charlotte Ave		Seymour St	Dickerson Blvd (NC 200)	Widening	Widen from 2/3 lanes to 4 lanes with median, bike lanes and sidewalks
2020-2029 STIP: Right of Way 2022; Construction 2025; Project Costs $8.4 million. **2023-2032 Draft STIP: Right of Way 2029; Construction 2032.**							

2045 Horizon Year Projects

TIP No.	2045 MTP ID	PROJECT NAME	ROUTE NUMBER	PROJECT LIMIT BEGINS	PROJECT LIMIT ENDS	IMPROVEMENT TYPE	PROJECT DESCRIPTION
	2060	Monroe-Weddington Rd	NC 84	Waxhaw - Indian Trail Rd	Airport Rd	Widening	Widen from 2 lanes to 4 lanes with median, wide outside lanes and sidewalks
	2069	Morgan Mill Rd	NC 200	Monroe Connector	US 74	Widening	Widen from 2 lanes to 4 lanes with median, bike lanes and sidewalks
	2064	Monroe Northern Loop		US 74	Walkup Ave/Bivens Rd	New location	New 2 lane roadway on 4 lanes of right-of-way with median, bike lanes and sidewalks

NORTH CAROLINA
Department of Transportation

STIP Reprogramming - CRTPO

David Wasserman, P.E.

September 3, 2020

Today's Discussion

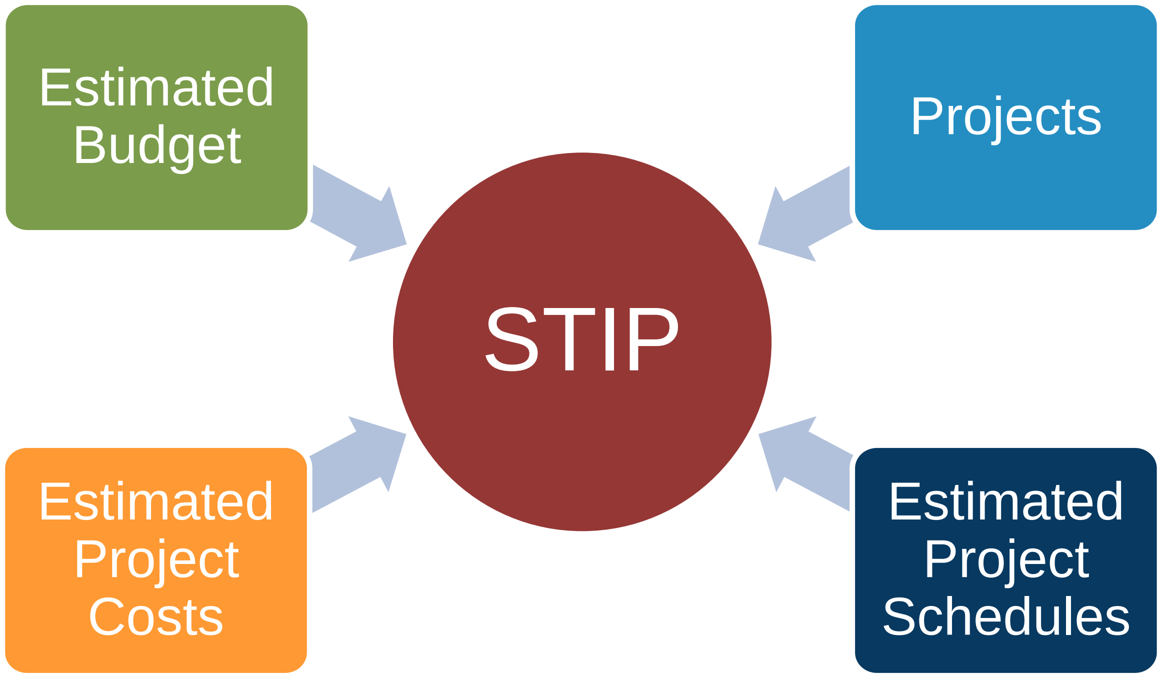
STIP components

Reprogramming process

Key projects in CRTPO

What is the STIP

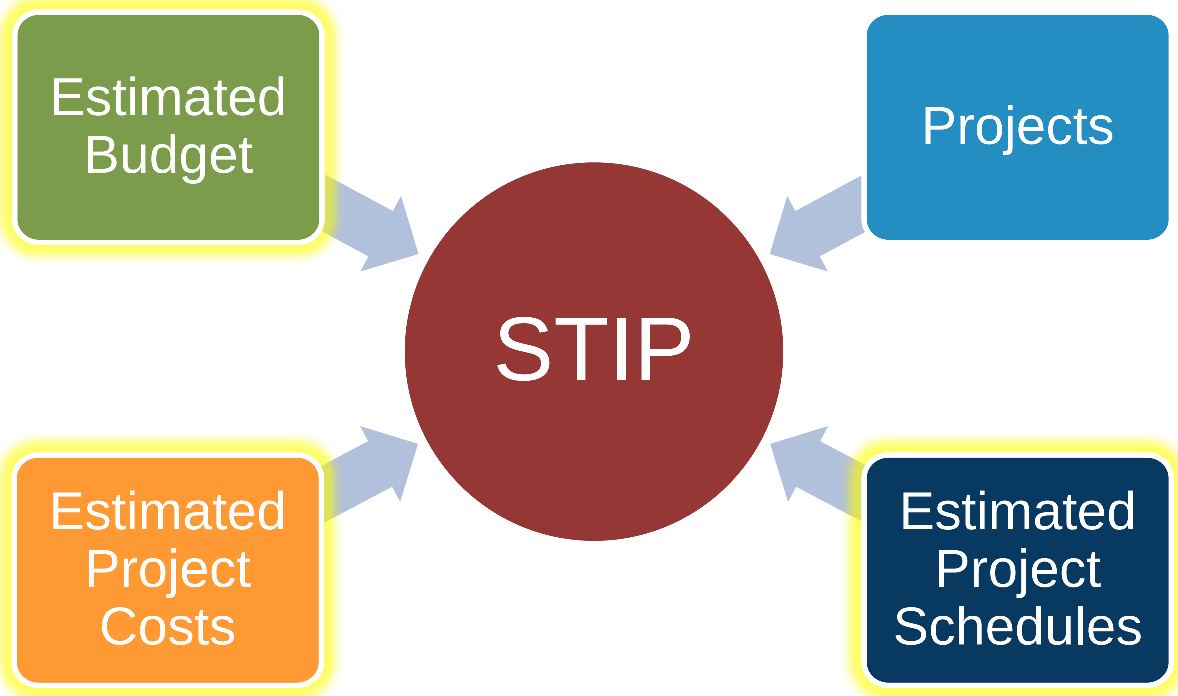
State Transportation Improvement Program - planning document listing most capital projects NCDOT expects to deliver over next 10 years



Fiscally Constrained

What is the STIP

State Transportation Improvement Program - planning document listing most capital projects NCDOT expects to deliver over next 10 years

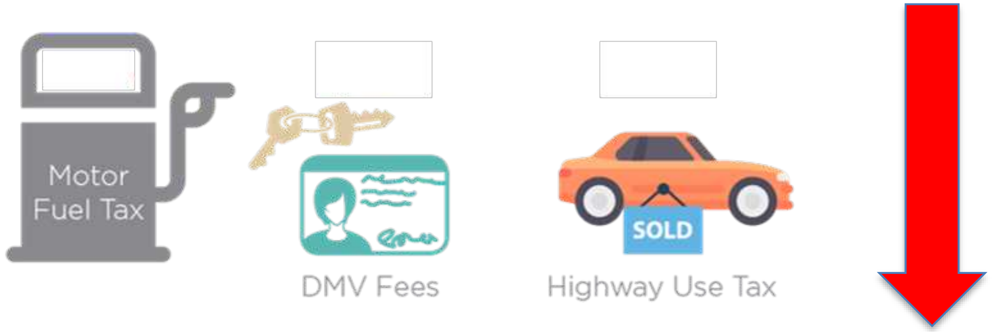


Fiscally Constrained

STIP Budget

Pre-COVID – Storm response and legal settlements depleted cash

COVID – Revenues devastated



HB 77 – STIP Related Changes:

- Shifts revenue from HTF to HF
- Allows $700M in Build NC Bond sale in FY 21
- Increases amount of GARVEE Bonds available

$2B total estimated decrease in STIP budget over 10 years

Project Cost Increases

Over **$3B** in cost increases since September 2019

- Primarily from projects selected in P3.0 and P4.0
- Large increases in right-of-way estimates, esp. in urban areas

Improvements underway

- Reviewing all cost estimates in STIP
- Updating many estimates
- Improving internal processes to ensure latest cost data is known

Project Schedule Changes

Many projects paused due to cash issues

Will take time to restart

Relocating Utilities can be complex and lengthy process

Project Milestones

Project Schedule	Schedule	C/E
PE Funding Approved (PFA)	04/15/2015	C
Notice to proceed (NTP)	02/01/2016	C
Project Scoping Meeting (PSM)	02/22/2016	C
EXECUTIVE HOLD	01/15/2020	E
CE Type III (CE-III)	03/30/2021	E
R/W Plans Complete (RPC)	09/17/2021	E
R/W Acquisition Begins (R/W)	09/17/2021	E
Roadway Plans to Cont & Prop (RPCP)	06/13/2023	E
R/W Certification (R/WCERT)	07/16/2023	E
Raleigh Letting (LET)	09/19/2023	E

Fiscal Constraint

$2B Revenues + $3B Project Costs ≠ Fiscally Constrained STIP

NCDOT needed to reprogram the STIP:

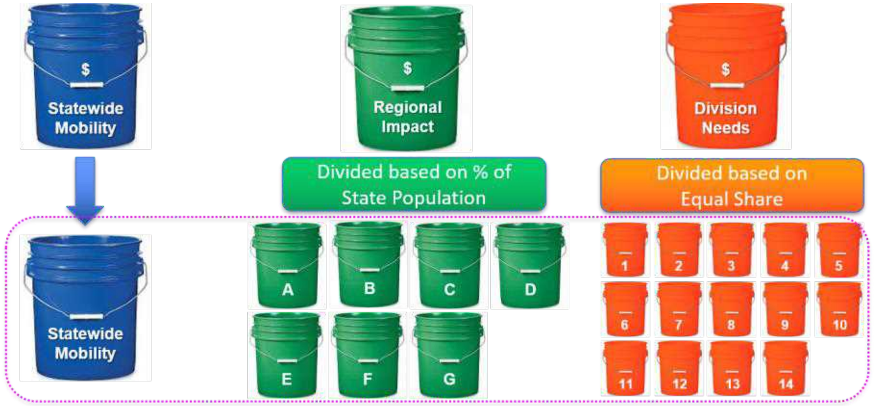
- Meet federal requirements (& not jeopardize federal funding)
- Provide realistic delivery schedules
- Update projects funded with BUILD NC and GARVEE Bonds due to HB 77

BUILD NC

Reprogramming Process

Started with revised STIP budget

- 22 STI funding buckets



Programmed $700M in FY 21 BUILD NC bonds first

- Used on active construction projects; frees up money for other projects
- Updated projects with BUILD NC bonds in FY 22+

Reprogramming Process cont'd

Updated projects with GARVEE bonds

Other constraints:

- Annual fiscal constraint

Year	2021	2022	2023	2024	2025…	Total
Statewide						Test
Regional						Test
Division						Test
Annual Budgets	Test	Test	Test	Test	Test	Test

- STI law constraints
  - 5 and 10 year funding vs budgets
  - Statewide Mobility corridor cap

Reprogramming Parameters considered

Active USDOT grant commitments (INFRA, BUILD, CRISI, etc.)

Project delivery status

Recent substantial cost increases

Prioritization scores

P6.0 committed status

Reprogrammed STIP

Result is a starting point

- Adjustments can be made as long as constraints met
- Zero-sum game w/in Division & PO
- Process is similar to typical Draft STIP development

“Once committed, always committed” *

BOT Action

- Agenda Item N – September 2020 (information)
- Agenda Item N – October 2020 (anticipated approval)

Caveats

Schedules presume $700M in BUILD NC bonds sold in Fall 2020

Federal Reauthorization

- FAST Act expires Sept. 30th, 2020
- CR likely → Federal funds often come in dribbles

Additional cost increases

Full effect of COVID-19 on revenues not known

Key Projects in CRTPO

- **U-2509/U-6103** (Independence Blvd) – With cost of project > $1B, need to develop implementation plan due to available funding and corridor cap
- **I-5718A** (I-77 South) – Cost of project > $1B, need to study corridor to determine how to best fund improvements (not as far along as U-2509)
- **U-4714B/AC** (Old Monroe Rd) – 2 yr delay for CON due to ROW and UTIL time
- **U-6109** (US 521) – no delay
- **R-5721A/B** (NC 73) – 3 yr delay for CON due to funding and projects on pause
- **R-2307B** (NC 150) – 2 yr delay for CON due to ROW and UTIL time

Questions?

David Wasserman, P.E.
STIP Western Region Manager
(919) 707-4743
dswasserman@ncdot.gov

City of Monroe
Where Heartland Meets High Tech

STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: November 17, 2020

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

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

SUBJECT: Concord Avenue Sidewalk Improvements Project – Construction Contract Award and Construction Engineering & Inspection Contract Award

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to award of the construction contract to Armen Construction and the Construction Engineering and Inspection (CEI) services contract to A. Morton Thomas and Associates, Inc. for the proposed Concord Avenue Sidewalk Improvements Project between Charlotte Avenue and Help Street.

REVIEW

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

Staff originally advertised the construction of the sidewalk improvements on July 27, 2020. Only two bids were received at the bid opening on August 28, 2020 so the project was re-advertised in accordance with formal bid procedures for a second bid opening on September 14, 2020. Three bids were received at the second opening but the low bidder quickly discovered a substantial bid error and the second lowest bid did not meet the requirements for a responsive bid. The last bid was approximately $300,000 more than the low bid when corrected for the error. Since the significant extra project costs would have been made up by Powell Bill Reserve funds, Staff recommended City Council reject all bids. The bids were formally rejected at the October 6, 2020 Council Meeting. The project was then advertised for a third time with the bid opening on November 4, 2020. Two bids were received and the results are shown below:

Contractor	Bid Amount	DBE %	Comment
Little Mountain Builders	$1,220,893.67	10%	Unresponsive bid, failed to include a line item. Reject bid.
Armen Construction	$1,349,674.70	100%	Recommend Award

The Engineer's Estimate for the project is $1,239,736.30. The bid tab is attached for reference. A 10% contingency was included in the bid to cover possible change orders during the course of the work. The project included a 10% goal for minority business participation which was met by the low bidder. Armen Construction is a DBE firm and they also included two Economically Disadvantaged subcontractors and one Hispanic subcontractor to an amount totaling 10% of the bid amount. The Contract includes a 240-day contract period with liquidated damages occurring at a rate of $500.00 per day thereafter.

Staff also advertised a Request for Letters of Interest (LOI) for the Construction Engineering and Inspection (CEI) services for the construction of the sidewalk improvements on August 17, 2020. Eleven letters of interest were received. Jim Loyd – Director of Engineering, Sarah McAllister – Land Development & Infrastructure Engineer, and Teresa Campo – Community Development Coordinator reviewed each LOI individually and scored them based on established criteria. The two firms with the highest scores were then selected for interviews. A. Morton Thomas and Associates, Inc. (AMT) was ultimately selected to submit a proposal for the CEI services. AMT submitted a proposal in the amount of $202,237.98. The lowest responsible bid for the construction of the project is $1,349,674.70 and therefore the services are approximately 15% of the total project cost. Typically, CEI services range from 15-20% of total project construction costs.

The construction contract will be funded with the CDBG grant monies of $520,000 along with Powell Bill reserve funds in the estimated amount of $626,000 which includes 10% in contingency for possible change orders. The CEI services contract will be funded entirely with Powell Bill Reserve funds in the amount of $222,000 which includes a 10% contingency amount. Budget

Ordinance (BO-2020-15) is attached for the CDBG grant funds and the required Powell Bill Funds. Sufficient Powell Bill Reserve Funds are available for the project.

RECOMMENDATION

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

A. Award of the Concord Avenue Sidewalk Improvements Project to Armen Construction in the amount of $1,349,674.70;
B. Award of the Construction Engineering and Inspection services contract to A. Morton Thomas and Associates, Inc. in the amount of $202,237.98;
C. Authorization of the City Manager to execute the documents for both including future change orders if required;
D. Approval of the attached Budget Ordinance (BO-2020-15).

If the Public Enterprise Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on December 1, 2020.

Attachment:
CDBG Subrecipient Agreement
Budget Ordinance BO-2020-15
Construction Bid Tab

COMMUNITY DEVELOPMENT BLOCK GRANT
SUBRECIPIENT AGREEMENT

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

WITNESS THAT:

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

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

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

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

A. DEFINITIONS:

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

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

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

B. USE OF CDBG FUNDS:

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

C. DURATION OF THE AGREEMENT:

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

D. SCOPE OF SERVICES:

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

SUBRECIPIENT will carry out the following tasks/activities:

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

E. **STAFFING:**

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

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

F. **PROJECT SCHEDULE:**

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

EXHIBIT 2

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

G. AMOUNT OF ASSISTANCE:

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

H. BUDGET:

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

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

I. OBLIGATIONS OF THE SUBRECIPIENT

1) SUBRECIPIENT shall comply with all applicable regulations outlined in 24 CFR Part 570 and all applicable lawful requirements of the COUNTY, all applicable requirements of the GENERAL Statutes of the State of North Carolina and any other applicable statutes, laws and Executive Orders currently or hereafter in force.

2) SUBRECIPIENT shall assume responsibility for managing the day-to-day operations of its CDBG program to assure compliance with program requirements outlined in 24 CFR Park 570, Subpart K, and for taking appropriate action when performance problems arise. The SUBRECIPIENT shall spend its allocation of CDBG funds under this Agreement on eligible activities within twelve (12) months from the date of this Agreement.

3) SUBRECIPIENT shall submit a Project Closeout Report to the COUNTY no later than 30 days after the final drawdown request for CDBG funds under this Agreement.

4) SUBRECIPIENT shall carry out each activity in compliance with all federal laws and regulations described in 24 CFR Part 570 Subpart K, including the environmental review.

5) SUBRECIPIENT shall assume all affirmative marketing responsibilities.

6) SUBRECIPIENT shall be responsible for complying with the provisions of this Agreement even when SUBRECIPIENT designates a third party or parties to undertake

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

7) SUBRECIPIENT shall comply with all lawful requirements of the COUNTY necessary to insure that the program is carried out in accordance with the SUBRECIPIENT Certifications including the certifications of assumption of environmental and labor standard responsibilities outlined in 24 CFR Part 570.

8) The assistance provided under this Agreement shall not be used by SUBRECIPIENT to pay a third party to lobby the COUNTY for funding approval, approval of applications for additional assistance, or any other approval or concurrence of the COUNTY required under this Agreement. CDBG funds may be used to pay reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitations, if these services are eligible as program costs, and in accordance with Section D: Scope of Services.

9) SUBRECIPIENT shall reimburse the COUNTY for any amount of CDBG funds determined by the COUNTY to have been improperly expended.

10) If applicable, SUBRECIPIENT shall abide by the conditions prescribed in 24 CFR Part 570 for the use of CDBG funds by religious organizations.

11) If applicable, SUBRECIPIENT shall notify the COUNTY in writing of any changes in its 501(C)3 tax exempt status throughout the specified period of this Agreement, or any other change to the nonprofit which alters the organization such that it no longer meets the definition of SUBRECIPIENT as provided under 24 CFR 570.

J. RECORDS AND REPORTS

1) SUBRECIPIENT shall maintain and make available at reasonable times and places all records, information and reports necessary to assist the COUNTY in meetings its internal and federally mandated record keeping and reporting requirements in accordance with 24 CFR 570. Such records and accounts shall include all property, personnel and financial records the COUNTY and Federal agencies deem necessary to assure a proper accounting for all CDBG program funds.

2) SUBRECIPIENT shall provide the COUNTY with information necessary for it to complete the Consolidated Annual Performance and Evaluation Review report and other reports required by HUD.

3) SUBRECIPIENT shall provide to the COUNTY, an annual audit report performed in compliance with 2 CFR 200.512, due six months after the SUBRECIPIENT year-end.

4) SUBRECIPIENT shall allow the COUNTY to conduct monitoring and evaluation activities as determined necessary by the COUNTY and HUD.

5) SUBRECIPIENT shall keep a fully executed copy of this Agreement and a copy of the CDBG regulations on file in their place of business at all times.

6) SUBRECIPIENT shall keep all documents used to determine their status as a SUBRECIPIENT current and available for inspection by the COUNTY for the duration of the Agreement.

7) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of remaining CDBG funds provided under this Agreement, if the COUNTY determines that the SUBRECIPIENT does not have the capacity to carry out its CDBG program on schedule or in a timely manner. The COUNTY shall provide a written documentation of its findings to the SUBRECIPIENT ten (10) days prior to the request to remit, return or repay the CDBG funds.

8) SUBRECIPIENT shall provide any duly authorized representative of the COUNTY, the Department of Housing and Urban Development and the Comptroller General of the United States, at all reasonable times, access to and the right to inspect, copy, monitor and examine all of the books, papers, records, and other documents relating to the CDBG grant and the fulfillment of this Agreement for a period of three years, following the completion of all closeout procedures respecting CDBG funds, and the final settlement and conclusion of all issues arising out of the CDBG grant.

9) SUBRECIPIENT must provide the COUNTY with the SUBRECIPIENT's DUNS number.

10) SUBRECIPIENT shall submit quarterly reports to the COUNTY or to the designated COORDINATING AGENCY by the 15th of each month following the closure of the quarter for which activity is being reported (January 15, April 15, July 15, and October 15). The report should cover the preceding three months' activities and must be forwarded to the COUNTY or the designated COORDINATING AGENCY, so as to arrive not later than 15 working days after the completion of the quarter. Failure to submit required reports can result in a delay in reimbursement payments, reduction in grant awards, and grant termination.

11) SUBRECIPIENT will submit a final report along with the final request for reimbursement within 30 days of completion of the project.

K. <u>PAYMENT</u>:

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

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

2) SUBRECIPIENT shall provide to the COUNTY, the documentation of expenses as outlined above, and any other information determined by the COUNTY to be necessary or appropriate for the proper monitoring of this Agreement.

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

L. CONFLICT OF INTEREST

1) No employee, agent, consultant, officer, elected official or appointed official of Union County who has responsibilities related to the CDBG Program or access to "inside" information concerning said program shall obtain a financial benefit or interest from any CDBG Program activity for themselves or those with whom they have family or business ties during their tenure for one year thereafter.

2) SUBRECIPIENT shall make a good faith effort to assure that this provision is not violated and that any suspected violations are promptly reported to the COUNTY.

M. DEFAULT

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

2) The COUNTY shall notify SUBRECIPIENT in writing of any such default under this Agreement.

3) SUBRECIPIENT shall have sixty (60) days after receipt of the written notice of default within which to cure such default.

4) SUBRECIPIENT agrees to repay, remit or return to the COUNTY any amount of unspent CDBG funds provided to the SUBRECIPIENT in the event of a default under the terms of this Agreement.

N. SUSPENSION OR TERMINATION

1) The COUNTY may suspend or terminate this Agreement, in whole or in part, if SUBRECIPIENT materially fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein or announced by HUD.

2) In the event there is probable cause to believe SUBRECIPIENT is in noncompliance with any applicable rules or regulations, the COUNTY may withhold said CDBG funds until such time as SUBRECIPIENT is found to be in compliance by the COUNTY, or is otherwise determined to be in compliance.

3) The COUNTY shall advise SUBRECIPIENT in writing what action(s) must be taken for resumption of payments.

O. INSURANCE

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

P. LIABILITY OF COUNTY

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

Q. HOLD HARMLESS

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

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

R. AMENDMENTS

1) The COUNTY or SUBRECIPIENT may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, are executed in writing and signed by a duly authorized representative of both organizations.

2) Such agreements shall not invalidate this Agreement, nor relieve or release the COUNTY of SUBRECIPIENT from its obligations under this Agreement.

3) The COUNTY may at its discretion, amend this Agreement to conform with Federal, STATE or local government guidelines, policies and available funding amounts, or for other reasons.

4) If such amendment results in a change in CDBG funding, a new exhibit shall be executed with corresponding changes to the project tasks, schedule and/or budget that now appear in SECTION E, F & G.

S. UNIFORM ADMINISTRATION REQUIREMENTS

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

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

T. CIVIL RIGHTS

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

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

2) Land Covenants: This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this contract, the SUBRECIPIENT shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the local government and the United States are beneficiaries of and entitled to enforce such covenants. The SUBRECIPIENT, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

3) Section 504: The SUBRECIPIENT agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any federally assisted program. The COUNTY shall provide the SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

4) Affirmative Action:

a) Approved Plan: The Subrecipient agrees that it shall be committed to carry out pursuant to the County's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The County shall provide Affirmative Action guidelines to the SUBRECIPIENT to assist in the formulation of such a program. The Subrecipient shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

b) Women and Minority Owned Businesses (W/MBE): The SUBRECIPIENT will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act as amended (15 U.S.C. 632) and "minority and woman's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, and American Indians. The SUBRECIPIENT may rely on written representations by businesses regarding their status as minority or female business enterprises in lieu of an independent investigation.

c) Access to Records: The SUBRECIPIENT shall furnish and cause each of its own SUBRECIPIENTS or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the COUNTY, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

d) Notifications: The SUBRECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the SUBRECIPIENT contracting officer, advising the labor union or worker's representative of the SUBRECIPIENT's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement: The SUBRECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUBRECIPIENT, state that it is an Equal Opportunity or Affirmative Action employer.

6) Subcontract Provision: The SUBRECIPIENT will include the provisions of Paragraphs S.1., Civil Rights, and S.4., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own SUBRECIPIENTS or subcontractors.

U. <u>MISCELLANEOUS PROVISIONS</u>

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

2) Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise.

V. <u>SPECIAL CONDITIONS</u>

1) Eligible Activities: All activities funded through this Agreement shall either benefit persons of Low and Moderate Income, as defined by HUD, or aid in the prevention or elimination of slums and blight as required by HUD in regulations contained in 24 Code of Federal Regulations Part 570. Maximum feasible priority shall be given to activities that benefit low and moderate-income persons.

2) Non-Discrimination: In the provision of services made available by the use of these funds the SUBRECIPIENT will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of race, color, national origin, sex, age, disability or religion.

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

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

W. COMPLIANCE WITH OTHER FEDERAL REQUIREMENTS

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

1) Section 109 of the Housing and Community Development Act of 1974 (the Act) as amended; and regulations issued pursuant thereto regarding prohibited discriminatory actions; The SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

2) Labor Standards: The labor standards requirements as set forth in 24 CFR Part 570 Subpart K and HUD regulations issued to implement Section 110 of the Act; The SUBRECIPIENT agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The SUBRECIPIENT agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and it's implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The SUBRECIPIENT shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

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

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

3) Environmental Standards: Section 104(g) of the Act containing environmental standards and regulations contained in 24 CFR Part 58 to implement the requirements of the Act; The project awarded funding through this contract is subject to environmental review per 24 CFR Part 58. A Release of Funds has been obtained by Union County as the responsible entity for HUD. The project has received clearance and the letter is attached. Changes to the project may void this clearance and must be resubmitted for reevaluation. The Subrecipient must comply with the limitations in 24 CFR 58.22 even though the Subrecipient is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision making, and action (see 24 CFR part 58) and is not delegated Union County's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

4) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and HUD implementing regulations in 24 CFR Part 42; The SUBRECIPIENT agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. [The COUNTY may preempt the optional policies.] The SUBRECIPIENT shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b) (2) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The SUBRECIPIENT also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.

5) Employment and Contracting: Executive Order 11246, as amended by Executive Order 12086 and regulations issued pursuant thereto (41 CFR Chapter 60) relating to employment and contracting opportunities;

6) Lead-Based Paint: Section 401(b) of the Lead-Based Paint Poisoning Prevention Act and implementing regulations contained in 24 CFR Part 35, Subpart B, prohibiting the use of lead-based paint in residential structures;

7) Debarred Contractors: The prohibition against employing, awarding of contracts to, or engaging the services of any contractor or subcontractor debarred suspended, or ineligible for Federal funds under 24 CFR Part 24;

8) Procurement Standards: SUBRECIPIENT shall submit to the COUNTY documentation evidencing adoption of procurement standards in compliance with provisions of federal law as now in effect, and as such law may be amended during the term of this contract, including but not limited to, 24 C.F.R. Part 85, 24 C.F.R. 570.489, and 2 C.F.R. 200.318 through 200.326, with emphasis on the provisions in 2 C.F.R. 200.322 regarding procurement of recovered materials. Such procurement standards must include (but are not limited to) the following:

   a) SUBRECIPIENT shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds. A signed copy of such written code or standard of conduct shall be attached to this Agreement as Exhibit 4.

   b) No employee, officer or agent of SUBRECIPIENT shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

   c) No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the County, SUBRECIPIENT, or any designated public SUBRECIPIENT.

9) Executive Order 12372 concerning intergovernmental review of Federal programs, including implementing regulations contained in 24 CFR Part 52;

10) Section 3 of the Housing and Urban Development Act of 1968, as amended concerning Affirmative Action in the provision of training, employment and business opportunities, including the following provisions:

   a) Compliance: Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the COUNTY, the SUBRECIPIENT and any of the SUBRECIPIENT's SUBRECIPIENTS and subcontractors. Failure to fulfill these requirements shall subject the COUNTY, the SUBRECIPIENT and any of SUBRECIPIENT's, subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The SUBRECIPIENT certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

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

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

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

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

b) The SUBRECIPIENT certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements:

i) Notifications: The SUBRECIPIENT agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

ii) Subcontracts: The SUBRECIPIENT will include the "Section 3" clause, referenced in SECTION V, Subpart 10.a., in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor SUBRECIPIENT. The SUBRECIPIENT will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

11) Drug Free Work Place Act;

12) National Historic Preservation Act of 1966, as amended;

13) Code of Federal Regulations Part 570 containing regulations for the Community Development Block Grant program.

14) Lobbying: The SUBRECIPIENT hereby certifies that:

a) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c) It will require that the language of paragraph (d) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all SUBRECIPIENTS shall certify and disclose accordingly; and

d) Lobbying Certification: This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

15) Hatch Act: SUBRECIPIENT agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

16) Real Property Use: If applicable 24 CFR 570.503(b)(7) mandates that use of any real property under the SUBRECIPIENT'S control that is acquired or improved in whole or in part with CDBG funds in excess of $25,000, must be used by the subrecipient to continue to meet one of the CDBG program's National Objectives for at least five (5) years after the expiration of the Subrecipient Agreement (or a longer time as specified by the grantee in the Subrecipient Agreement). If a National Objective is not met during this time period, the grantee must be reimbursed for the current fair market value, less any portion of the value attributable to non-CDBG funds.

17) Use and Reversion of Assets: The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

a) The Subrecipient shall transfer to the Grantee any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
b) Real property under the Subrecipient's control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement [or such longer period of time as the Grantee deems appropriate]. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period of time, the Subrecipient shall pay the Grantee an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the Grantee. The Subrecipient may retain real property acquired or improved under this Agreement after the expiration of the five-year period [or such longer period of time as the Grantee deems appropriate].
c) In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement were used to acquire the equipment). Equipment not needed by the Subrecipient for activities under this

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

X. COMPLIANCE WITH STATE E-VERIFY REQUIREMENTS

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

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

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

Z. MISCELLANEOUS PROVISIONS

1) The singular of any term used in this agreement shall include the plural, and the masculine shall include the feminine, and vice versa.

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

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

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

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

UNION COUNTY
NORTH CAROLINA

BY: Mark Watson — 8/17/2020
Mark Watson, County Manager — Date

ATTEST:

By: Lynn G. West — 8/17/2020
Lynn West, County Clerk — Date

UNION COUNTY 1842 PLANNED PROGRESS NORTH CAROLINA

NORTH CAROLINA
UNION COUNTY

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

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

Ava Strawn

NOTARY PUBLIC

MY COMMISSION EXPIRES: November 2, 2020

SEAL-STAMP

AVA STRAWN
NOTARY
PUBLIC
ANSON COUNTY, NC

Approved As To Legal Form

SUBRECIPIENT: City of Monroe

BY: ______________________________ June 23. 2020
~~E.L. Faison, City Manager~~ Date
Brian J. Borne, Acting City Manager

CITY OF MONROE NORTH CAROLINA 44

ATTEST:

Bridgette H. Robinson June 23, 2020
Date

(Affix corporate seal here)

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

Sherry K. Hicks
NOTARY PUBLIC

SEAL-STAMP

SHERRY K. HICKS NOTARY PUBLIC UNION COUNTY, N.C.

EXHIBIT 4

Conflict of Interest Requirements and Certification

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

General Prohibitions

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

Applicability

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

Who is Covered?

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

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

General Procedures for Contracts and Agreements

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

Penalties for Violations Include Repayment and/or Ineligibility

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

Exceptions and Requests for Exceptions

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

Certification

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

AUTHORIZED REPRESENTATIVE:

Signature: ______________________

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

Title: Acting City Manager

Date: June 23. 2020.

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

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

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

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

WHEREAS, Staff solicited bids for construction through the formal bid process and Armen Construction was the lowest responsive bidder in the amount of $1,349,674.70;

WHEREAS, Staff has solicited and reviewed proposals for Construction Engineering and Inspection (CEI) services for the construction of the sidewalk on Concord Avenue;

WHEREAS, A. Morton Thomas and Associates, Inc. was selected for the Construction Engineering and Inspection services and provided a proposal in the amount of $202,237.98;

WHEREAS, Staff recommends appropriating funds from Powell Bill Reserve Fund in the amount of $1,052,000 ($830,000 for construction and $222,000 for CEI) to cover the remaining costs of construction and CEI services for the sidewalk improvements which includes a 10% contingency amount and transferring these funds to the Capital Project account to allow award of a contracts.

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

General Fund:

Revenue:		
	Appropriation of Powell Bill Reserve Funds	$1,052,000
Expense:		
	Transfer to General Capital Project Fund	$1,052,000

General Capital Project Fund:

Revenue:		
	Grant Revenue	$520,000
	Transfer from General Fund	$1,052,000
Expense:		
	Capital Project Concord Ave Sidewalk	$1,572,000

Adopted this 1st day of December 2020.

Bobby G. Kilgore, Mayor

Attest:

Bridgette H. Robinson, City Clerk

Concord Avenue Sidewalk Improvements Project

BID TABULATION 11-4-2020

Item No.	Section	Item Description	Quantity & Unit		Engineer's Estimate: Unit Bid Price	Engineer's Estimate: Amount Of Bid	Little Mountain Buliders: Bid Amount	Little Mountain Buliders: Total	Armen Construction: Bid Amount	Armen Construction: Total
1	800	Mobilization (5.0%)	1	LS	$54,100.00	$54,100.00	$44,000.00	$44,000.00	$65,000.00	$65,000.00
2	SP-01	Comprehensive Grading	1	LS	$205,700.00	$205,700.00	$90,000.00	$90,000.00	$171,280.00	$171,280.00
3	226	Undercut Excavation	100	CY	$45.00	$4,500.00	$21.60	$2,160.00	$55.00	$5,500.00
4	SP-02	Select Granular Material	260	TN	$40.00	$10,400.00	$54.00	$14,040.00	$55.00	$14,300.00
5	300	Foundation Conditioning Material, Minor Structures	150	TN	$50.00	$7,500.00	$72.00	$10,800.00	$55.00	$8,250.00
6	300	Geotextile for Drainage	470	SY	$2.50	$1,175.00	$15.60	$7,332.00	$6.00	$2,820.00
7	310	12" R.C. Pipe Culverts, Class III	133	LF	$50.00	$6,650.00	$49.20	$6,543.60	$65.00	$8,645.00
8	310	15" R.C. Pipe Culverts, Class III	530	LF	$60.00	$31,800.00	$57.00	$30,210.00	$75.00	$39,750.00
9	310	18" R.C. Pipe Culverts, Class III	506	LF	$80.00	$40,480.00	$70.80	$35,824.80	$85.00	$43,010.00
10	310	15" R.C. Pipe Culverts, Class IV	238	LF	$75.00	$17,850.00	$62.58	$14,894.04	$80.00	$19,040.00
11	520	Aggregate Base Course	23	TN	$45.00	$1,035.00	$72.00	$1,656.00	$45.00	$1,035.00
11	607	Milling Asphalt Pavement, 3" depth	60	SY	$100.00	$6,000.00		$0.00	$100.00	$6,000.00
12	610	Asphalt Concrete Base Course, Type B25.0B	320	TN	$85.00	$27,200.00	$114.00	$36,480.00	$145.00	$46,400.00
13	610	Asphalt Concrete Intermediate Course, Type I19.0B	480	TN	$80.00	$38,400.00	$114.00	$54,720.00	$150.00	$72,000.00
14	610	Asphalt Concrete Surface Course, Type S9.5B	300	TN	$75.00	$22,500.00	$120.00	$36,000.00	$155.00	$46,500.00
15	620	Asphalt Binder for Plant Mix	60	TN	$800.00	$48,000.00	$600.00	$36,000.00	$550.00	$33,000.00
16	838	Brick Endwall	0.8	CY	$1,200.00	$960.00	$1,800.00	$1,440.00	$1,500.00	$1,200.00
17	801	Construction Surveying	1	LS	$10,000.00	$10,000.00	$30,000.00	$30,000.00	$5,600.00	$5,600.00
18	840	Masonry Drainage Structures	30	EA	$2,500.00	$75,000.00	$2,160.00	$64,800.00	$2,000.00	$60,000.00
19	840	Frame, Grate, and Hood (STD. 840.03)	5	EA	$800.00	$4,000.00	$894.00	$4,470.00	$750.00	$3,750.00
20	840	Frame & Grate (STD 840.16)	21	EA	$1,000.00	$21,000.00	$804.00	$16,884.00	$750.00	$15,750.00
21	840	Frame and Cover (STD. 840.54)	4	EA	$800.00	$3,200.00	$630.00	$2,520.00	$750.00	$3,000.00
22	840	Pipe Collars	0.5	CY	$1,000.00	$500.00	$1,800.00	$900.00	$1,000.00	$500.00
23	840	Pipe Plugs	0.2	CY	$500.00	$100.00	$1,800.00	$360.00	$1,000.00	$200.00
24	846	1' 6" Concrete Curb and Gutter	160	LF	$25.00	$4,000.00	$37.50	$6,000.00	$28.00	$4,480.00
25	846	2' 6" Concrete Curb and Gutter	2,140	LF	$28.00	$59,920.00	$46.95	$100,473.00	$29.00	$62,060.00
26	846	6"x18" Vertical Curb	100	LF	$25.00	$2,500.00	$38.40	$3,840.00	$30.00	$3,000.00
27	848	6" Concrete Driveways	470	SY	$55.00	$25,850.00	$73.20	$34,404.00	$70.00	$32,900.00
28	848	Concrete Curb Ramps	25	EA	$2,000.00	$50,000.00	$2,100.00	$52,500.00	$1,950.00	$48,750.00
29	848	4 " Concrete Sidewalk	2,010	SY	$40.00	$80,400.00	$57.60	$115,776.00	$58.00	$116,580.00
30	852	5" Monolithic Concrete Island	15	SY	$50.00	$750.00	$142.80	$2,142.00	$125.00	$1,875.00
31	858	Adjust Water Meters	7	EA	$850.00	$5,950.00	$300.00	$2,100.00	$850.00	$5,950.00
32	858	Adjust Water Valve Boxes	12	EA	$850.00	$10,200.00	$300.00	$3,600.00	$450.00	$5,400.00
33	866	Chain Link Fence, 60" Fabric	265	LF	$20.00	$5,300.00	$5.10	$1,351.50	$20.00	$5,300.00
34	866	Metal Line Post for 60" Chain Link Fence	12	EA	$65.00	$780.00	$32.40	$388.80	$35.00	$420.00
35	866	Metal Terminal Post for 60" Chain Link Fence	10	EA	$200.00	$2,000.00	$146.40	$1,464.00	$175.00	$1,750.00
36	867	Chain Link Fence Reset	255	LF	$50.00	$12,750.00	$14.40	$3,672.00	$35.00	$8,925.00
37	901	Contractor Furnished Sign, Type E	9	SF	$20.00	$180.00	$36.00	$324.00	$35.00	$315.00
38	903	Supports, 3-lb Steel U-Channel	11	LF	$8.00	$88.00	$26.40	$290.40	$12.00	$132.00
39	904	Sign Erection, Type E	1	EA	$105.00	$105.00	$180.00	$180.00	$250.00	$250.00
40	904	Sign Erection, Relocated Sign (Ground Mounted)	18	EA	$250.00	$4,500.00	$330.00	$5,940.00	$250.00	$4,500.00
41	1205	4" Thermoplastic Pavement marking Lines, 120 Mils	360	LF	$2.75	$990.00	$9.60	$3,456.00	$6.00	$2,160.00
42	1205	24" Thermoplastic Pavement marking Lines, 120 Mils	40	LF	$13.00	$520.00	$32.40	$1,296.00	$14.00	$560.00
43	1510	2” PVC (Water)	50	LF	$50.00	$2,500.00	$72.00	$3,600.00	$80.00	$4,000.00
44	1510	6” DIP (Water)	448	LF	$175.00	$78,400.00	$168.00	$75,264.00	$180.00	$80,640.00
45	1510	Ductile Iron Pipe Fittings	600	LBS	$20.00	$12,000.00	$24.00	$14,400.00	$25.00	$15,000.00
46	1515	Relocate Water Meters	17	EA	$1,700.00	$28,900.00	$780.00	$13,260.00	$1,700.00	$28,900.00
47	1515	Reconnect Water Meters	4	EA	$500.00	$2,000.00	$600.00	$2,400.00	$800.00	$3,200.00
48	1515	Relocate Hydrant	3	EA	$12,000.00	$36,000.00	$6,000.00	$18,000.00	$6,500.00	$19,500.00

49	1515	Relocate Water Valve	1	EA	$1,700.00	$1,700.00	$900.00	$900.00	$1,750.00	$1,750.00
50	1515	2" Blow Off	2	EA	$1,200.00	$2,400.00	$153.60	$307.20	$1,700.00	$3,400.00
51	1515	Water Service Line	10	LF	$40.00	$400.00	$534.00	$5,340.00	$75.00	$750.00
52	SP	Traffic Control	1	LS	$21,200.00	$21,200.00	$65,400.00	$65,400.00	$65,000.00	$65,000.00
53	SP	Miscellaneous Erosion and Sedimentation Control	1	LS	$30,900.00	$30,900.00	$15,000.00	$15,000.00	$19,500.00	$19,500.00
54	SP	Concrete Steps	10	CY	$500.00	$5,000.00	$1,260.00	$12,600.00	$600.00	$6,000.00
55	SP	Private Sign Relocation	1	LS	$800.00	$800.00	$1,800.00	$1,800.00	$1,500.00	$1,500.00
SUBTOTAL=					**$1,127,033.00**		**$1,109,503.34**		**$1,226,977.00**	
10% CONTINGENCY =					**$112,703.30**		**$110,950.33**		**$122,697.70**	
TOTAL BID AMOUNT =					**$1,239,736.30**		**$1,220,453.67**		**$1,349,674.70**	
DBE Effort					10% Goal		100.00%		100.00%	

Incomplete Bid

Does not match submitted bid total = $1,220,893.67

	Bid as submitted by Little Mountain Builders
Subtotal =	$1,109,903.34
10% Contingency =	$110,990.33
Total Bid Amount =	$1,220,893.67

STAFF REPORT

TO: Public Enterprise Committee

VIA: E.L. Faison, City Manager

DATE: November 17, 2020

FROM: David E. Lucore, Director of Energy Services

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

SUBJECT: Award of Purchase of Substation Transformer

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to the purchase of a Substation Transformer to serve the new facility at ATI Metals.

REVIEW

A total of eight competitive bids were received for the purchase of a substation transformer with MVA Power providing the most responsive bid of $234,400 with a lead time of 31-34 weeks from the date the order is placed. In accordance with Section 34.01-G of the City of Monroe Code of Ordinances, City Council is required to authorize all purchases exceeding $100,000.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee recommend the purchase of a substation transformer in the amount of $234,400 to MVA Power for consideration and approval by City Council. Sufficient funds are budgeted for the acquisition in account number 542-0000-442.23-01 EL2004.

Company name	City of Monroe
Project name	Power Transformer for Substation No 2
Location	Energy Services
Bid Date	11/3/2020 2pm Opening Sign in Sheet

Monroe North Carolina

Rec'd	Time	Company Name	Representative Name	Representative Email	Proposal $	Time Frame	Quoted Prices include Cost of Crane/ Engineer/ Crew and Equipment	Notes
10/30/2020	11:22am	R.E. UPTEGRAFF MFG	KEVIN E HEIDE	kevinheide@uptegraff.com	$ 268,348.00	26-28 wks	Yes	
11/3/2020	1:16pm	MVA POWER	CHARLY MARC	tender@mvapower.com	$ 182,400.00	31-34 wks	No- $52,000 extra = 234,400 total	
11/3/2020	1:29pm	POWER TECH / ABB ENTERPRISE SOFTWARE INC	STEVE STROUD / SHANE SMITH	steve.stroud@powertechllc.com shane.smith@hitachi-powergrids.com	$ 312,560.00	32-36 wks	No- $6850 for crane/ $6200 one day for Engineer/ $27,800 for crew and testing = $40,850 = $353,410 total	
11/3/2020	10:00am	WEG TRANASFORMERS	JOSHUA HORNBUCKLE / ALEX CREWS	jhornbuckle@weg.net acrews@weg.net	$ 285,862.00	46-48 wks	Yes	
11/3/2020	10:00am	VIRGINIA GEORGIA TRANSFORMER	BRIAN McCARRICK	brian_mccarrick@vatransformer.com	$ 236,966.85	21-23 wks	Yes	
11/3/2020	10:00am	NIAGRA TRANSFORMER CORP	WILLIE L MANGUM	wmangum@niagratransformer.com	$ 260,837.22	45 wks	No- Crane $9000 / Engineer $13,280 = 22280 = $283,117.22 total	
11/3/2020	9:35am	ANIXTER INC	DAN BROWN	daniel.brown@anixter.com	$ 258,676.00		Not Clear- $18107.32 taxes / Delivery fee $7639/ Offloading $5053/ Assembly and field tests $25473= $56272.32 = $314,948.32 total	Did not utilize the form included in the Formal bid request package 7% tax rate, whether cost of Crane, Engineer, Crew and equipment is included is not clear. SFRA would be an additional $10,000
11/2/2020	12:45pm	PAN AMERICA SUPPLY INC	SHAUN CHOI/ KEVIN CHO	shaun@pasihouston.com kevin@pasihouston.com	$ 217,770.00	26 wks	No- $20,000 extra = $237,770 total	

STAFF REPORT

TO:	Public Enterprise Committee
VIA:	E.L. Faison, City Manager
DATE:	November 17, 2020
FROM:	David E. Lucore, Director of Energy Services
PREPARED BY:	Robert Miller, General Manager of Engineering
SUBJECT:	New Substation 34.5 kV to 4.16 kV – Award Labor Contract

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider proposals for the labor and equipment to construct the new substation at a new industrial facility.

REVIEW

The Energy Services Department – Electric Division solicited and evaluated bids for the labor and equipment to construct the substation. The bid includes labor and equipment to install structures, surge arrestors, single pole disconnecting switches, instrument transformers, foundations, grounding, and oil containment. On November 4, 2020, the Energy Services Department received six (6) bids.

The Energy Services Department reviewed the bids and concluded that it is in the best interest to award this contract to the low bidder Trull Powerline Company, Inc. for the amount of $183,270 to provide labor and equipment to construct the substation. There are sufficient funds budgeted for this contract in project EL2004.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee recommend the proposal of $183,270 by Trull Powerline Company, Inc. for consideration and approval by the City Council.

Attachments:

11-04-2020 – Industrial Substation 34.5 kV to 4.16 kV Labor Contract – Bid Summary

Wednesday, November 04, 2020

City of Monroe
Energy Services
Monroe, North Carolina

PROPOSALS FOR CONSTRUCTION LABOR AND EQUIPMENT
CITY OF MONROE'S 34.5 TO 4.16 KV SUBSTATION NO. 2

		Owner Furnished	Trull Powerline Company Inc.		Carolina Power & Signalization		Sumpter Utilites, Inc		PIKE		C Phase Services		Lee Electrical	
		Materials	Labor	Materials	Labor	Materials	Labor	Materials	Labor	Materials	Labor	Materials	Labor	Materials
A.	Structures	$ 38,661.00	$ 38,768.00	$ 38,661.00	$ 13,680.00	$ 38,661.00	$ 24,975.28	$ 38,661.00	$ 75,363.00	$ 38,661.00	$ 36,992.00	$ 51,490.10	$ 63,390.22	$ 42,904.04
C.	Surge Arrestors	$ 2,394.00	$ 2,261.00	$ 2,394.00	$ 1,438.00	$ 2,394.00	$ 610.76	$ 2,394.00	$ 2,763.00	$ 2,394.00	$ 666.00	$ 2,753.10	$ 6,080.90	$ 2,656.74
D.	Single-Pole Disconnecting Switches	$ 7,973.00	$ 2,093.00	$ 7,973.00	$ 6,000.00	$ 7,973.00	$ 1,223.20	$ 7,973.00	$ 5,446.00	$ 7,973.00	$ 1,896.00	$ 9,168.95	$ 6,080.90	$ 8,848.04
F.	Circuit Reclosers	$ 23,311.00	$ 2,180.00	$ 28,579.00	$ 5,500.00	$ 23,311.00	$ 1,901.35	$ 23,311.00	$ 8,713.00	$ 23,311.00	$ 2,750.00	$ 26,807.65	$ 18,240.71	$ 25,869.38
G.	Instrument Transformers	$ 10,380.00	$ 1,093.00	$ 15,302.00	$ 2,500.00	$ 10,380.00	$ 819.68	$ 10,380.00	$ 10,892.00	$ 10,380.00	$ 1,722.00	$ 11,937.00	$ 12,160.80	$ 11,519.21
H.	Transformers	$ 150,615.00	$ 1,047.00	$ 152,915.00	$ 11,942.00	$ 150,615.00	$ 22,536.82	$ 150,615.00	$ 31,784.00	$ 150,614.00	$ 6,300.00	$ 173,207.25	$ 12,160.80	$ 200,504.08
J.	Supervisory and Relay Control Equipment		$ 1,208.00	$ 173.00	$ 2,500.00	$ -	$ 10,614.51	$ -	$ -		$ 2,500.00	$ -	$ 6,080.90	$ -
K.	Conduit and Cable		$ 12,622.00	$ 3,548.00	$ 27,360.00	$ 12,409.00	$ 45,159.71	$ 7,740.60	$ 21,784.00	$ 11,550.00	$ 9,050.00	$ 8,016.00	$ 48,640.22	$ 32,816.68
L.	Foundations		$ 38,073.00	$ 24,150.00	$ 38,016.00	$ 28,530.00	$ 56,573.67	$ 42,129.33	$ 95,700.00		$ 197,800.00	$ 49,400.00	$ 80,110.64	$ 38,141.25
M.	Site Preparation		$ 4,265.00	$ 12,580.00	$ 16,896.00	$ 19,050.00	$ 21,229.03	$ 23,827.14	$ 16,338.00		$ 28,848.00	$ 18,360.00	$ 18,240.71	$ 24,560.35
O.	Station Grounding	$ 21,359.00	$ 14,709.00	$ 21,359.00	$ 50,040.00	$ 21,359.00	$ 28,991.10	$ 21,359.00	$ 54,460.00	$ 21,359.00	$ 30,205.00	$ 25,553.00	$ 52,044.96	$ 23,703.15
R.	Oil Containment System		$ 4,268.00	$ 14,720.00	$ 8,640.00	$ 25,279.00	$ 16,249.06	$ 11,398.30	$ 43,568.00	$ 21,001.00	$ 20,750.00	$ 20,172.00	$ 12,160.80	$ 20,398.21
W.	Accessories, Signs	$ 861.00			$ -	$ 6,974.20	$ -	$ 6,974.00	$ 4,473.00	$ 6,974.00			$ 1,216.98	$ 4,007.15
	Accessories, Signs	$ 6,113.00											$ 2,432.96	$ 7,288.22
Sub-Total Bid Schedule No. 1 Prices			$ 122,587.00	$ 322,354.00	$ 184,512.00	$ 346,935.20	$ 230,884.17	$ 346,762.37	$ 371,284.00	$ 294,217.00	$ 339,479.00	$ 396,865.05	$ 339,042.50	$ 443,216.50
Total Extended Bid Schedule No. 1 Price		**$ 261,667.00**	**$ 444,941.00**		**$ 531,447.20**		**$ 577,646.54**		**$ 665,501.00**		**$ 736,344.05**		**$ 782,259.00**	
Less Cost of Owner Furnished Materials			$ 261,667.00		$ 261,667.00		$ 261,667.00		$ 261,667.00		$ 261,667.00		$ 261,667.00	
Total Labor Contract			**$ 183,274.00**		**$ 269,780.20**		**$ 315,979.54**		**$ 403,834.00**		**$ 474,677.05**		**$ 520,592.00**	
Exceptions			None		Rock adder $475/Cubic Yd		None		Rock adder $400/Cubic Yd		None		None	
									7 Days per Week					