

**CITY OF MONROE - GENERAL SERVICES COMMITTEE
CITY HALL CONFERENCE ROOM
300 W. CROWELL STREET, MONROE, NC 28112
Thursday, August 1, 2024 - 4:15 PM**

**AGENDA
www.monroenc.org**

1. Minutes of General Services Committee Meeting of July 3, 2024
2. Special Event Permit for MonroeBerfest to be Held October 5, 2024 in Downtown
3. Annual Tax Settlement
4. Discuss Change of General Services Committee Meeting Time
5. Diversity, Equity, and Inclusion Committee Funding
6. Community Centers Gymnasium Floor Replacement
7. Replacement Roof UCCAC - Budget Amendment
8. Parking Lots for Monroe Business Owners and Building Owners

Other Items



**CITY OF MONROE
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room
300 W. Crowell Street
Monroe, NC 28112
July 3, 2024 4:00 PM

MINUTES

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

Absent: None

Staff: Mark Watson, City Manager; Lisa Hollowell, Assistant to the City Manager; Richard Long Jr., City Attorney; Terry Sholar, Senior Staff Attorney; Lisa Strickland, Director of Finance; Ashley Ivey, Assistant Finance Director; Pete Hovanec, Director of Communication and Tourism; Angela Duncan, Senior Budget Analyst; Camden Baucom, Budget Analyst; Ryan Jones, Director of Parks and Recreation; Thomas Latimer, Recreation Division Supervisor

Visitor(s): None

The General Services Committee met in the City Hall Conference Room at 4:00 p.m. on July 3, 2024. A quorum was present. Chairwoman Julie Thompson presided.

Item 1. General Services Committee Meeting Minutes from June 6, 2024

The minutes from the June 6, 2024 General Services Committee meeting were presented for the Committee's approval.

Committee Member Anthony moved to approve the minutes of the General Services Committee Meeting of June 6, 2024.

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

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

NAYS: None

Item 2. Reimbursement Resolution for Recreation Center Improvements in FY 2025

Lisa Strickland, Finance Director, presented that the fiscal year 2025 budget included recreation center improvements and improvements at the Monroe Country Club pro shop. The funding source of these improvements is planned to be a tax exempt, installment financing. A reimbursement resolution is necessary to allow for the reimbursement of expenditures for improvements prior to the closing of the installment financing.

The reimbursement resolution allows the City to make recreation center improvements and improvements to the Monroe Country Club pro shop, as indicated in the fiscal year 2025 budget, prior to the execution by the City of installment purchase contracts. The following upgrades are planned at the City's various recreation community centers:

Winchester Community Center - Replacing bleachers, redesign of the sunroom, flooring, painting, repair push-bar alarm, window tint and replacing the bleachers.
J Ray Shute Community Center – Replace flooring, window tint and gym floor
Sutton Park Community Center – Replace flooring, window tint and gym floor
Old Armory Community Center – Replace flooring and repair windows
Dickerson Community Center – Replace gym floor

General up-fits and painting is planned at all of these facilities to modernize the facilities inside. The construction of outdoor Pickleball Courts, improvements at Pinedell Avenue Lake and renovation of the Pro Shop at the Golf Course is also planned. In order to be eligible for reimbursement of the expenditures, the City will enter into installment purchase contracts within three years from date the expense was paid for the improvements. The City will borrow only funds necessary to cover the actual cost of the improvements in an amount not to exceed \$1,500,000.

Staff requests that the General Services Committee recommend to full Council approval of the proposed reimbursement resolution with regard to installment financing for improvements to recreation centers and the Monroe Country Club pro shop for fiscal year 2025.

Committee Member Anthony made a motion to approve the proposed reimbursement resolution with regard to installment financing for fiscal year 2025.

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

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

NAYS: None

Item 3. Discussion on limiting the use of city-owned parking lot at the corner of Hayne and Crowell streets (Kerr request)

Mark Watson, the City Manager specified that the parking lot is placed directly across from Old City Hall and it has about 20 parking spaces. Per his knowledge, Council Member Kerr would like consideration of there being a time limit of 2-hours during the day so it wasn't used primarily only by government employees. Committee Anderson asked if the parking could be enforced in that lot.

Committee Member Anthony made a motion to postpone this item until Council Member Kerr can explain in more details his request.

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

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

NAYS: None

Item 4. Dowd Center Theatre Industrial Partner Policy

Pete Hovanec, Communications and Tourism Director, presented that the staff has developed a proposed policy that engages local corporate and industrial partners for opportunities to use the Dowd Center Theatre for trainings and business related opportunities. The proposed policy would only be applicable to non-retail business or industry located within the City of Monroe corporate boundaries that employs more than 75 people.

The Center Theatre is a multifunctional space that can accommodate small meetings and trainings in the gallery/lobby and seats roughly 550 people in the auditorium for speakers, movies, music, presentations and various other uses.

The City of Monroe recognizes the importance and contribution to the economy, quality of life, and the City industries and significant corporate employers. In appreciation of such contributions, the City of Monroe considers its industries and significant employers Partners in the community, and in recognition, would like to

join with Industrial Partners by joining and cosponsoring their use of the Dowd Center Theater for their corporate use and enhancement.

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

Staff training	Team building	Employee appreciation
Leadership training	Executive meetings	Motivational speakers

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

No action required. For informational purposes only. The Committee members did give a consensus that they were in favor of the item moving forward.

Item 5. Dowd Center Theatre Strategic Plan

Pete Hovanec, Communications and Tourism Director presented that staff solicited RFP's for a strategic plan to assist in future planning, event management and overall planning for the operation of the Dowd Center Theatre. Nine proposals were submitted ranging in price from \$25,000 to more than \$140,000. Staff evaluated each proposal based on meeting the objectives outlined as well as various factors including cost, staff time involved, overall time to complete the project and experience with similar venues.

Staff unanimously selected Webb Management based on meeting the criteria outlined in the RFP as well as the period detailed to complete the project. Webb's proposal was \$42,500 and fell within the lower mid-point of the submissions.

Staff has had initial contact with Webb and in the process of developing a detailed timeline for the strategic plan development. Within the parameters of Webb's strategic plan process, there will be significant stakeholder participation as well as information gathering from the community that will play a vital role in the overall direction of the Center Theatre moving forward.

Once the overall plan is completed, it will be presented to not only the Tourism Development Authority, but also the Monroe City Council for additional input or clarification, before final adoption. Once City Council adopts the strategic plan, staff will have a written roadmap to follow for the operation of the theatre as well as execution of policies and procedures associated with the operation. The complete Webb proposal was available for reference to the scope of work being proposed.

This item will be presented to full Council for general information at the Council meeting that will take place in July 2024.

No action required. For informational purposes only.

Item 6. Facebook Comments

Pete Hovanec, Communications and Tourism Director presented that the City of Monroe currently operates a Facebook account as an official page for the City of Monroe, North Carolina, as designated by City Council. The purpose of operating and maintaining this account is the following:

1. Public Communication and Information Dissemination
2. Engagement and Interaction
3. Promotion of Services and Programs
4. Crisis Communication During Emergencies
5. Civic Education
6. Recruitment
7. Economic Development and Tourism

By default, Facebook allows users to post comments under each social media post. When a government account allows comments; it has essentially created an open forum for members of the public to express their ideals and beliefs, and that post then becomes bound by traditional First Amendment principles when regulating the speech of the commenters. In other words, once permitted, comments cannot be "hidden" or "deleted" based on the content, unless they violate the City's community standards for social media use.

However, the government can assert its own ideas and messages without being subject to First Amendment claims through one-way government speech. In other words, the government has the right to control its own speech without creating a public forum. This occurs on Facebook by disabling comments for all users on the City's posts at the time of posting.

The City of Monroe Communications Department oversees the City's social media and sees value in the ability to allow followers the make comments, ask questions and generally share feelings regarding City posts.

Adversely, the communications department has seen many posts with comments that have nothing to do with the original post, are borderline with regard to content, and at times turn into an online argument about something irrelevant to the original post.

The department oversees as many as 20 City social media posts per week. These posts are informative regarding upcoming events and activities as well as information sharing about past, present and future events, activities and general goings-on around the City of Monroe. These posts are an excellent way to reach large numbers of people and serve as an inexpensive and effective means of advertising and marketing.

With each post, there is an inherent risk of someone "hijacking" the post for a personal agenda, and staff truly has no way to know which posts that will be affected and to what extent. Staff does monitor posts to ensure they fall within the established community guidelines, but it can be a large undertaking, especially when a post goes sideways.

While staff does have the ability and authority to turn off comments completely for each post, it does hinder staff's ability to schedule posts for later times due to the manual nature of disabling comments.

There are pros and cons for both positions. Staff is seeking direction/input from the committee on how to proceed.

Committee Member Anthony recommends to turn the comments off. Chairwoman Thompson and Committee Member Anderson also agree to make all the posts informational only without any comments allowed.

No action required. For informational purposes only. This item is under the City Manager's pervue so it is not necessary to go to full Council, but brought to this Committee for their awareness.

Item 7. Public Tree Ordinance

Item Removed from Agenda - Ryan Jones, Parks and Recreation Director and staff will take a closer look at this item and bring back at a further date.

Item 8. Blacktop Gives Community Basketball Event and Tournament

Ryan Jones, Parks and Recreation Director presented that the he General Services Committee is requested to consider providing a favorable recommendation to City Council to approve a new event, Blacktop Gives, at Sunset Park on Saturday, August 10, 2024 from 10:00 a.m. - 7:00 p.m.

The Monroe Parks and Recreation Department is requesting approval of a new special event, Blacktop Gives at Sunset Park on Saturday, August 10, 2024. Staff was approached by the 501c3 organization, New Life CDC, in 2023 to partner with the Parks and Recreation Department to host an outdoor basketball focused special event that provides opportunities for the community to engage in a positive manner through an outdoor basketball tournament, youth clinic and special event. This organization provides, partners and promotes outdoor/street basketball events to communities nationwide in an effort to foster positive relationships within the community.

Sunset Park has seen substantial improvements throughout FY24. These improvements include a dog park, addition of accessible sidewalks, a new restroom, a park shelter and the renovation and improvement of the outdoor basketball courts located at the park. The purpose of this event is to bring the community together through the influence and attraction of outdoor basketball. Event highlights are as follows:

1. Community Engagement: The event will encourage the power of community and is committed to fostering positive relationships within the Monroe community with a focus on basketball and engaging activities on site.
2. Opportunity and Excitement: This event will provide opportunities for members of the community to win prizes and the chance to be selected to participate in the national Blacktop event in New York City to play in the grand finale.
3. Free Event: This free event will allow local amateur basketball players the opportunity to showcase their skills, make new friends and create unforgettable memories.

Staff requests City Council approval to host this event at Sunset Park on Saturday, August 10, 2024 from 10:00 a.m. - 6:00 p.m. Event set up will begin at 7:00 a.m. The requested itinerary of activities relative to this event include:

7:00 a.m. - 10:00 a.m.

Event Set Up

Staff will provide the following items for event logistics and attractions. Please see attached site map for attraction placement:

- a. Trash Bins
- b. Port a Johns
- c. Food Vendor Set-Up
- d. Bounce Houses
- e. Directional Signs for Parking and Attractions
- f. Informational Tents and Community Vendors
- g. Barricades for crowd control
- h. Bleachers for spectators

10:00 a.m. - 12:00 p.m.

Free Basketball Clinic for Youth

Community youth will be provided a free basketball clinic on the outdoor courts at Sunset Park. Staff and partners will host this clinic with a focus on skill development, basketball drills and mini games aimed at youth aged 8 - 16 years old.

12:00 p.m. - 1:00 p.m.

Event Kick Off

The event will be introduced and guest speakers will discuss the importance of community engagement through sports and the positive impact sports, particularly basketball, can have on the community and its citizens. Participants will be able to win prizes through short competitions that include a half-court shot challenge, game of horse, around the world and a countdown challenge.

1:00 p.m. - 3:30 p.m.

Blacktop Gives "52" Tournament - First Round

Players and teams will begin the first round of the tournament through a single elimination format. Teams will register through the parks and recreation department. Teams will be members of the community and will compete to win prizes as the City of Monroe Blacktop Gives Community Champion.

4:00 p.m. - 5:00 p.m.

All-Star Challenge

Participants will be provided the opportunity to play against current and former And1 outdoor basketball players and will participate in a dunk contest, three-point shoot-out and a game of knock out for prizes.

5:00 p.m. - 6:00 p.m.

Blacktop Gives "52" Tournament - Second Round

The second round of the tournament will begin. The winner of the event will be provided with prizes and an opportunity to be selected to participate in the national spotlight at the Blacktop Gives tournament in New York City.

Amenities and attractions throughout the event include the following:

1. Hydration Station
2. Kidz Zone - Bounce Houses
3. Food Vendors and Community Information Vendors
4. EMS on site
5. Police
6. Fire

This event is a celebration of community, positivity and the love of the game. The event provides opportunities for individuals of all ages and backgrounds to come together, showcase their skills and enjoy a day filled with excitement and fellowship.

Staff requests the General Services Committee recommendation to City Council approval to provide a temporary use permit to the Parks and Recreation Department to host the Blacktop Gives Community Event on Saturday, August 10, 2024.

Committee Member Anthony moved to approve the temporary use permit to host the Blacktop Give Community Event.

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

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

NAYS: None

There being no further business the meeting adjourned at 4:32 p.m.

Committee Chairwoman, Julie Thompson



STAFF REPORT

TO: General Service Committee

VIA: Mark Watson, City Manager

DATE: August 1, 2024

FROM: Lisa Stiwinter, Planning and Development Director

PREPARED BY: Catherine Mullis, Permit Center Supervisor

SUBJECT: Special Event Permit in Downtown Monroe – MonroeBerfest

SUMMARY STATEMENT

General Services Committee is requested to consider a special event permit for an event to be held in Downtown Monroe. The MonroeBerfest to be held October 5, 2024 from 11am – 10pm.

REVIEW

The applicant, Luis Oropesa with Franklin Court Grille is requesting a special event permit to hold an event in Downtown Monroe on October 5, 2024.

The MonroeBerfest will be held Saturday, October 5, 2024 in Downtown Monroe from 11am – 10pm. Franklin Street will be closed from Hayne Street to Church Street from 9am – midnight for the preparation and tear down of the event. The applicant is estimating 5,000 people will attend the event with a total of 1,000 people at peak periods. The festival will include an outdoor festival, family entertainment, pop-up market including merchandise sales/vendors, street performers, and music. There will be alcohol sales as part of the event within the social district. The businesses that will be open during the event have all signed in favor of the event on page 14 of their application. I have included the application, event layout, and barricade map (created by the Engineering Department) for your reference.

DEPARTMENT REVIEWS

The following departments have reviewed and approved the applications with the following comments:

Fire Department:

Monroe Fire Department Approves Permit Pending an Approved Fire Inspection. Applicant Must Call Monroe Fire Department 24hrs. in Advance to Schedule Fire Inspection at 704-282-4726.

Police Department:

The police department is requesting a minimum of 4 officers to work 2 shifts, due to alcohol and large anticipated public attendance.

9am-4pm x 4 officers

4pm-12am x 4 officers

Engineering Department:

Applicant is responsible for complying with the procedures established by NCDOT's Special Event Request Form.

- The event shall start at 9:00 a.m. and conclude no later than 12:00 a.m.
- A minimum of one week prior to the event, applicant shall notify all businesses/property owners opened or closed within and adjacent to the event on Franklin Street and provide them with their contact info for questions/concerns before or during the event.
- The Street Division will close the roadway initially and ensure the detour signs are in place per the attached map on the day of the event. Report issues or concerns to the Engineering Department at 704-282-4667 during normal business hours and to the Street Division Standby at 704-226-5916 on the day of the event. Barricades and signs will be delivered on the Friday before the event.
- Applicant is responsible for having volunteers monitor the barricades throughout the event to ensure they remain in place for the duration. Should motorists attempt to move or drive around any barricades, the volunteers should contact the Police Department for assistance.
- Applicant is responsible for removing the barricades and signage at the end of the event. The barrels at Franklin St/Church St and Jefferson St/Beasley St should be removed first and placed on the sidewalk. The barrels and type III barricades on Franklin St at Hayne St should be removed next and placed on the sidewalk. Finally, the approach and detour signage should be removed and/or turned so that they are on the sidewalk and their message is no longer visible to on-coming traffic.
- Tents and other temporary structures are allowed within the street right-of-way provided no pegs are driven into the pavement. Please use sandbags, concrete weights, or other means for stabilization.
- Applicant is responsible for removal of all trash and debris generated by the event. The area should be cleaned once all festivities are completed.

Downtown Department:

Downtown Monroe approves the Applicant's temporary use permits with the following comments:

- 1) The applicant is responsible for notifying affected downtown businesses well in advance of the event.
- 2) The applicant must supply affected businesses with a person of contact and contact number.
- 3) The applicant is responsible for any trash accumulated during the event and cleaning up after the event has finished.
- 4) The applicant is responsible for providing adequate restroom facilities for event visitors.
- 5) The applicant is responsible for providing vendors and structures with their own source of power.
- 6) The applicant is to consider using vendors, which do not conflict with existing business in the downtown area.
- 7) The applicant must be approved by engineering, fire, and police and follow their requirements as stated in the permit approval process

Planning and Development Department:

Special Events. A special event includes, but is not limited to arts and craft shows, cultural events, musical events, concerts and stage shows, celebrations, festivals, fairs, carnivals, circuses, or outdoor civic, religious or non-profit events.

1. No premise shall be the site of a special event exceeding a collective total of twenty (20) days or, three (3) individual weekends, or both, within any one (1) calendar year. In this context, a weekend shall constitute three (3) consecutive days.

a. A special event sponsored by the City, a county or the State shall be allowed to extend beyond the collective total of twenty (20) days or, three (3) individual weekends, or both within one (1) calendar year.

2. A special event not exceeding the collective total of days and weekends shall receive a temporary use permit. Special events exceeding the collective total of days and weekends shall receive a Special Use Permit from the Board of Adjustment in accordance with Section 3.4.9: Special Use Permit.

Union County Environmental Health:

No permit required from Union County Environmental Health.

RECOMMENDATION

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

Attachments:

1. Application
2. Event Layout
3. Barricade Map (By Engineering)



TEMPORARY USE PERMIT APPLICATION

SECTION I: GENERAL INFORMATION

Title of Event: Monroe Berfest.

Event Website (if applicable): N/A.

Event Date/s: 10/5/2024

Event Hours: 9AM - 10PM

USE ADDITIONAL ATTACHMENTS FOR ANY PORTIONS OF APPLICATION AS NEEDED

Event Category: (please check all that apply)

- ☐ Assembly
- ☒ Festival/Outdoor Market
- ☐ Run/Walk
- ☐ Parade
- ☐ Demonstration
- ☐ Concert/Performance
- ☐ Block Party
- ☐ Educational
- ☐ Other: _____

Special Considerations: (please check all that apply)

- ☒ Alcoholic Beverages
- ☒ Food Sales
- ☐ Cooking
- ☒ Merchandise Sales
- ☐ Pets/Animals
- ☒ Sound Amplification
- ☒ Tents / Inflatables
- ☐ Fireworks/Pyrotechnics
- ☐ Portable Restrooms
- ☐ Fire Watch/Crowd Manager (if deemed necessary by Fire Marshall)
- ☐ Other: _____

Time Set up Begins: 9:00 AM

Time Break Down Ends: 11:59 PM.

Estimated Event Attendance: All of Downtown 5,000 ALL DAY

Estimated # of People at Peak Periods: All of Downtown 1,000

Estimated # of Vehicles: 0

Estimated Vehicles at Peak Periods: —

SECTION II: EVENT ORGANIZATION INFORMATION

Host Organization: Franklin Court Grille Applicant Name: Luis Oropeza

Address: 232 E. Franklin St. City: Monroe State: NC Zip: 28112

Phone#: 704-774-1154 Mobile#: 704-226-7701 Email: FranklinCourtGrille@gmail.com

Primary On-Site Contact: Luis Oropeza Mobile#: 704-226-7701

Other On-Site Contact Info: Kathy Oropeza. 704-226-3599.

SECTION III: EVENT DETAILS

Description of the Event: Outdoor Festival, Family Entertainment, Pop up Market, Street Performers, Music on Stage,

Location/s of the Event: Franklin St. Site Capacity: _____

Property Address: 232 E. Franklin St. Monroe



Property Owner/s:

Owner/s Authorized Use:

SECTION IV: INSURANCE REQUIREMENTS

[REQUIRED FOR STREET CLOSURE (CITY OR NC-DOT), IF ON CITY OF MONROE PROPERTY, OR IF FIREWORKS OR ALCOHOL BEING REQUESTED]

A COPY OF POLICY MUST BE PROVIDED WITH THE APPLICATION.

CITY OF MONROE MUST BE LISTED AS "ADDITIONAL INSURED" PARTY.

COVERAGE	MINIMUM LIMITS
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Applicant shall provide the City with a Certificate of Insurance for review prior to the issuance of any permit. This should be an ACORD form. All Certificates of Insurance will require thirty (30) days written notice by the insurer or applicant's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Applicant shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Applicant to provide such notice, Applicant assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the applicant for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate."

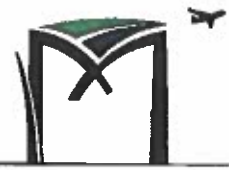
SECTION V: SPECIAL CONSIDERATION DETAIL

[CHECK EACH BOX AS APPLICABLE AND PROVIDE DETAIL REQUESTED]

- ☒ **Street Closures** (map of proposed closing and route must be provided with application)
NOTE: ALL NCDOT ROADS MUST BE APPROVED BY NCDOT

Reason for Street Closure: Festival
Name of Street to be closed: Franklin St from N. Haynest to N. Church St.
Additional Street: Beasley from Jefferson St to
of Barricades needed: 4 # of cones needed 10 Drop-off location: See Below
Date of Closure: 10/3/2024 Start Time: 9:00 AM to 11:59 PM.
Additional Comments:

* 3 cones + 2 Barricades @ corner of N. Haynest & Franklin St.
3 cones + 2 Barricades @ corner of N. Church St & Franklin St.
2 cones @ corner of Beasley & Jefferson St.
2 cones @ corner of Franklin & Beasley St.



☒ **Trash/Debris Plan:** We are Placing 8 Additional Garbage Cans. Volunteer Employees will keep ground clean and clean up after Festival.

SECTION V: SPECIAL CONSIDERATION DETAIL (Continued)

(CHECK EACH BOX AS APPLICABLE AND PROVIDE DETAIL REQUESTED)

☒ **Alcoholic Beverages*** (check all that apply)

- ☐ Free/Host Alcohol
- ☐ Alcohol Sales (ABC Permit must accompany)
- ☒ Host and Sale Alcohol
- ☒ Beer
- ☒ Wine
- ☐ Beer and Wine
- ☐ Liquor

* Applicant must provide a map of proposed designated area with this application. Right to modify area is reserved by the City.

Additional Permit Attachments Required:

- ☒ Site Map of All Activities
- ☐ Parking Plan
- ☐ Security Plan
- ☒ General Liability Insurance
- ☐ ABC Permit
- ☐ Alcohol Beverage Designated Area Map
- ☐ Proof of 501C Status
- ☐ Application Fee
- ☐ Property Owner Authorization
- ☒ Business Notification Form

☐ **Parade/Run/Walk/Procession/Demonstration** (map of route required)

- ☐ Open Sidewalks only
- ☐ Streets w/ temporary traffic interruptions
- ☒ Street Closures
- ☐ Sidewalk Closures

Start Time: 9:00AM End Time: 11:59 PM.

Purpose: Festival

☒ **Tents** (Width x Length X Height)

Dimensions of Tent:

10' x 10' x 10' H

Tents greater than 400 square feet require an additional \$40 permit fee

☒ **Inflatables** (Width x Length X Height)

Dimensions of Inflatable:

29' L x 12'6" W x 14' H

☐ **Cooking or Warming Food?** (Circle One)

Method of Heat:

I certify that the information contained in the foregoing application is true and correct to the best of my knowledge and belief that I have read, understand, and agree to abide by the rules and regulations governing the proposed Temporary Use under the City of Monroe Municipal Code and I understand that this application is made subject to the rules and regulations established by the City Council and/or City Manager or City Manager's designee. Applicant agrees to comply with all other requirements by the City, County, State, and Federal Government, and any other applicable entity which may pertain to the use of the Event venue and the conduct of the Event. I agree to abide by these rules, and further certify that I, on behalf of the host organization, am also authorized to commit that organization, and therefore the host organization agrees to be financially responsible for any costs, fees, and damages, that may be incurred by or on behalf of the Event to the City of Monroe. I understand the application fee is non-refundable and due at the time of application submittal. The submission of this application is not an automatic approval or guarantee. No City of Monroe logo or seal may be used on any promotional material or advertisement.

Print Name of Application/Host Organization: Franklin Court Grille Title: Owner

Signature

Submission Date:

5/17/2024

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Date of Proposed Event: _____

Times of Proposed Event:_____

Streets Proposed to be closed or Partially Closed:

Businesses Notified

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• Mouroe best Festival

Times of Proposed Event: 9:00AM TO 10:00PM

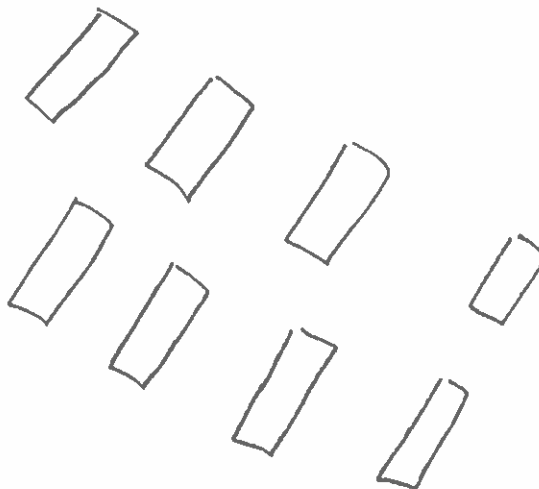
FRANKLIN St. from N. Wayne St to N. Church St.

Business Name	Date of Notification	Time of Notification	Person Notified	Favor/Against	Signature (if possible)
Kymleece's	5-8-24	11:50am	R. Beaton	F	R. Beaton
Vin Vin	5-8-24	11:50am	Weichen	F	
East Frank Supply	5/8/24	11:59am	Robert Hitt	F	
Flooring Warehouse	5/8/24	12:00pm		F	
Sweet Union Hemp	5/8/24	12:02pm	Brittany Newton	F	Prinany Newton
Stanorro Holdings	5/8/24	12:05pm	John	FAVOR	John
Furnace Board Co.	5/8/24	12:07pm	Zander Torgerson	Favor! :)	John
Lucky Ducks	5/8/24	12:10 AM	Henry Apuzzo	Favor	Henry Apuzzo
Wendy's Burger	5-8-24	12:11am		Favor	Henry Apuzzo
Step Law Group	5-8-24	12:15pm	Dann B Skapp	Favor	
Clark, Griffin	5/16	12:17	Bobby Griffin	FAVOR	
Reck Hall	5/16	2:49	Candace Johnson	Favor	

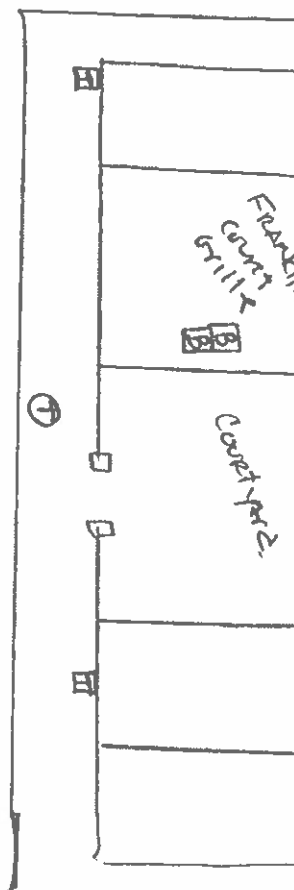
✓ Lunch C +



STAGE

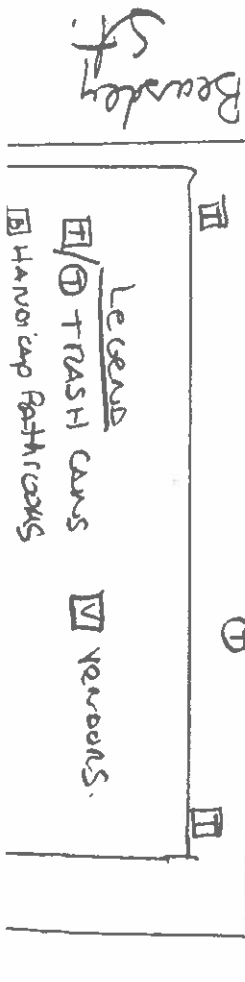
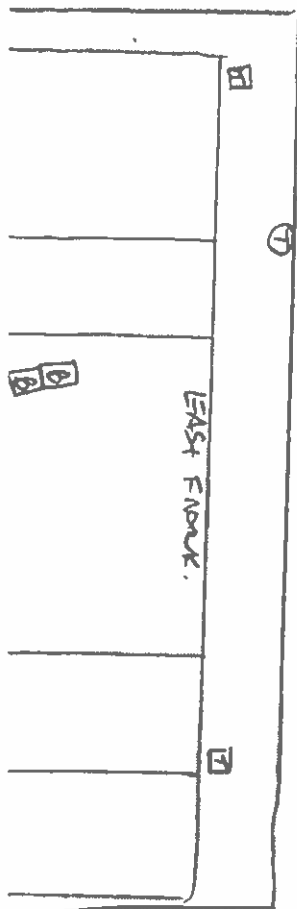
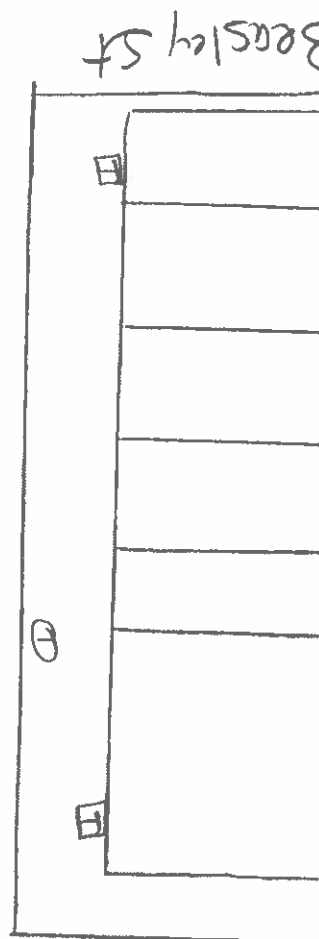


Tables



Wrestling Ring

Round House



Leisure

Shedice

✓

✓

✓

✓

✓

✓

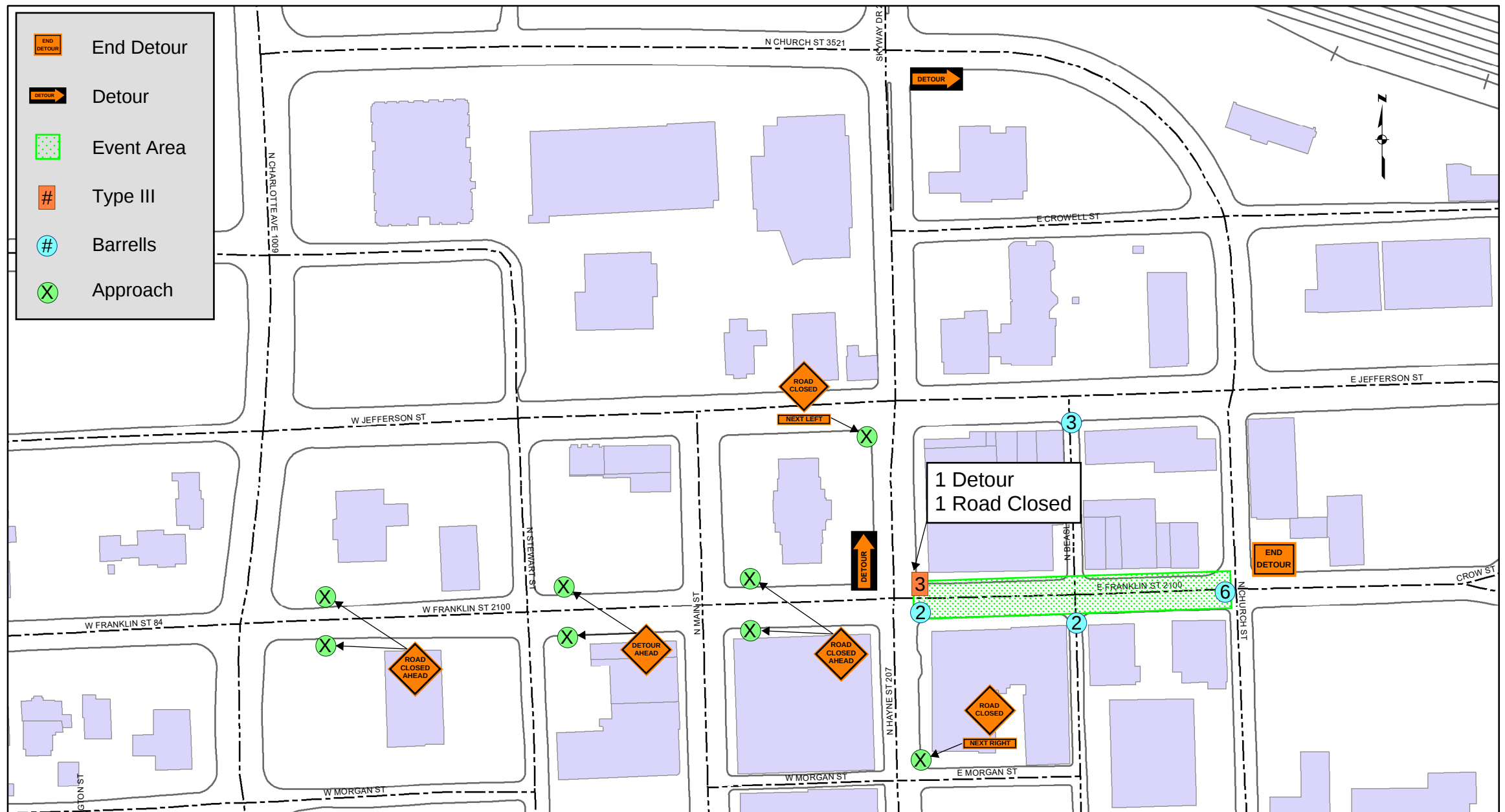
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Monroe-Berfest Barriers and Detour 10/5/24



CITY OF MONROE

STAFF REPORT

TO: General Services Committee

FROM: Mark Watson, City Manager

VIA: Lisa Strickland, Finance Director

DATE: August 1, 2024

PREPARED BY: Bethany Hawver, Revenue Manager

SUBJECT: Annual Settlement of Tax Collector for Tax Year 2023

SUMMARY STATEMENT

General Services Committee is requested to consider a full settlement for all taxes for collection made for the preceding tax / fiscal year 2023-2024.

REVIEW

N.C.G.S. 105-373(a) states the tax collector shall make full settlement with the governing body of the taxing unit for all taxes in hand for collection for the preceding fiscal year. The settlement, together with the action of the governing body with respect thereto, shall be entered in full upon the minutes of the governing body.

Attached is the “Annual Settlement of Tax Collector for 2023”. This settlement shows the collection rate at 99.35 percent.

RECOMMENDATION

City Staff recommends that General Services Committee recommend approval of the tax settlement as outlined herein and that the settlement be entered in full into the minutes of the Council meeting.

Annual Settlement of Tax Collector for 2023

	<u>Tax</u>	<u>Value</u>
2023 Tax Scroll	25,587,754	5,063,774,919
2023 Certifications	437,405	87,041,248
2023 Discoveries	<u>361,532</u>	<u>61,274,322</u>
Total Taxes Billed	26,386,691	5,212,090,490
Less 2023 Releases	-120,033	-6,779,803
2023 Adjustments	<u>-954</u>	
2023 Tax Levy	26,265,704	5,205,310,687
Total Taxes Collected	26,094,460	5,175,511,526
Taxes to be Collected	<u>171,244</u>	
Total 2023 Levy	26,265,704	
Percent Collected: %	99.35%	
2023 MSD Tax	58,599	30,006,118
2023 MSD Certifications	7,988	4,096,615
2023 Discoveries	<u>12</u>	<u>0</u>
Total Taxes Billed	66,600	34,102,733
Less MSD 2023 Releases	-3	0
2023 MSD Adjustments	<u>-15</u>	
2023 MSD Tax Levy	66,582	34,102,733
2023 MSD Collected	66,452	
MSD Tax to be Collected	<u>130</u>	
Total 2023 MSD Levy	66,582	
Percent Collected: %	99.81%	
Taxes released for 2023 under \$5.00 total amount is \$1,489.03.		

City of Monroe Tax Collection History		
	General City of Monroe	Monroe Downtown MSD
2023	99.35%	99.81%
2022	99.30%	100.00%
2021	99.34%	98.26%
2020	99.33%	99.83%
2019	99.11%	99.25%
2018	99.14%	99.23%
2017	99.02%	99.10%
2016	98.76%	99.23%
2015	98.53%	99.85%
2014	97.91%	98.42%
2013	96.07%	95.43%

STAFF REPORT

TO: General Services Committee

VIA: Mark Watson, City Manager

DATE: August 1, 2024

FROM: Debra Chestnut Reed, Director of Human Resources

PREPARED BY: Debra Chestnut Reed, Director of Human Resources

SUBJECT: Diversity, Equity, and Inclusion Committee Funding

SUMMARY STATEMENT

Staff will provide information regarding funding request for the Diversity, Equity, and Inclusion Committee.

REVIEW

Staff is requesting funding for the Diversity, Equity, and Inclusion Committee in the amount of \$20,000 for FY25 projects related to Diversity, Equity, and Inclusion Awareness, Job Fair with the addition of child care, and employment workshops with South Piedmont Community College. Funding also includes cost for promotional materials, advertising cost, and other necessary cost incurred by the committee.

RECOMMENDATION

Staff request a favorable recommendation from the Committee to proceed with presenting this request to Council at the August 13, 2024 meeting.

Attachment: Budget Amendment BA 2024-19

CITY OF MONROE
BUDGET AMENDMENT
BA-2024-19

Amendment necessary to appropriate funding for Diversity, Equity, and Inclusion Committee.

General Fund:

Revenues:

Appropriation from Unassigned Fund Balance	\$ 20,000
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Expenditures:

General Government	\$ 20,000
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Adopted this 13th day of August, 2024.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: General Services Committee

VIA: Mark Watson, City Manager

DATE: August 1, 2024

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Community Centers Gymnasium Floor Replacement

SUMMARY STATEMENT

The General Services Committee is requested to consider a recommendation to City Council to award the contract for the purchase and installation of gymnasium flooring at the Winchester, Sutton Park, J. Ray Shute and Dickerson Community Centers in the amount of \$292,633.30.

REVIEW

On June 11, 2024, City Council approved the FY25 budget. As a part of the budget approval, community center upgrades were included. These upgrades will provide several opportunities for community center upgrades that include the replacement and renovation of the community center gymnasium floors. Three of the four gymnasiums, J. Ray Shute, Sutton Park, and Dickerson, currently provide athletic snap lock tile floors that are in drastic need of renovation due to dead spots in the floor and have substantial wear and tear due to years of usage. Three contractors were contacted and have provided quotes to re-sand, re-surface and paint the current wooden floors at Winchester Gymnasium and to replace the athletic snap-lock flooring with wood floors at Sutton Park, Dickerson and J. Ray Shute Gymnasiums. This work will include branding of the floors utilizing the City logo and will allow more consistency relative to the usage of the courts. The replacement of the floors will provide an immediate impact on the aesthetics and overall usage of each gymnasium. Gymnasium floor renovations will be staggered in scheduling to ensure that open gym and other gymnasium activities are provided at other facilities while renovation takes place. Funding is available within the capital budget, projection #25600.

The following bids were received for this project:

RFS Sports Flooring & Lockers	\$292,633.30
Abacus Sports	\$314,690.00
The Sports Flooring Group	\$350,086.40

In accordance with Section 34.01-G of the City of Monroe Code of Ordinances, City Council is required to authorize all purchases exceeding \$200,000.

RECOMMENDATION

Staff request that the General Services Committee recommend City Council approval to award this contract to RFS Sports Flooring and Lockers and authorize the City Manager to execute any and all necessary documents related to this contract.

Attachments: RFS Sports Flooring & Lockers Quote
Abacus Sports Quote
The Sports Flooring Group Quote
Design Layout

RFS SPORTS

FLOORING & LOCKERS

RUBBER FLOORING SYSTEMS, INC.
375 Columbia Memorial Pkwy, Kemah, TX 77565-3187
Phone (281) 334-6800 Fax (281) 535-1959

Date: July 23, 2024

Project:		Monroe Community Rec Centers		
To:	Estimating		Delivery:	Email
Addendums:	N/A		Date of Plans:	N/A
Quantity	Units	Scope of Work	Unit Price	Total Price
Re-Sand/Re-Finish Court #1				
8,925	SF	Re-sand & Re-Finish Court 1 Up To The Bleachers	\$ 1.95	\$ 17,403.75
1	EA	Painted Game Lines Pkg. That Includes [1] Main Basketball Court, [1] Main Volleyball Court, [4] Four Square Courts, [1] Main Center Court logo, & [1] 3' Painted Border	\$ 8,275.00	\$ 8,275.00
			Tax:	TBD
			Total:	\$ 25,678.75
			P&P Bond (If Needed Add to Total): N/A	
Install Court #2				
4,815	SF	Supply, Deliver, & Install Connor's Rezil Panel System in 3rd Grade or Better In Gym #2	\$ 10.53	\$ 50,701.95
4,815	SF	Demo Current Snap Floor	\$ 0.50	\$ 2,407.50
1	EA	Painted Game Lines Pkg. That Includes [1] Main Basketball Court, [1] Main Volleyball Court, [4] Four Square Courts, [1] Main Center Court logo, & [1] 3' Painted Border	\$ 8,275.00	\$ 8,275.00
280	LF	Install Vented Cove Base	\$ 12.00	\$ 3,360.00
1	EA	Install Safe Path Ramps at Doorways, Includes Thresholds Underneath	\$ 3,620.00	\$ 3,620.00
2	EA	Supply Dumpsters	\$ 1,250.00	\$ 2,500.00
			Tax:	TBD
			Total:	\$ 70,864.45
			P&P Bond (If Needed Add to Total): N/A	
Install Court #3				
5,475	SF	Supply, Deliver, & Install Connor's Rezil Panel System in 3rd Grade or Better In Gym #3	\$ 10.48	\$ 57,378.00
5,475	SF	Demo Current Snap Floor	\$ 0.50	\$ 2,737.50
1	EA	Painted Game Lines Pkg. That Includes [1] Main Basketball Court, [1] Main Volleyball Court, [4] Four Square Courts, [1] Main Center Court logo, & [1] 3' Painted Border	\$ 8,275.00	\$ 8,275.00
290	LF	Install Vented Cove Base	\$ 12.00	\$ 3,480.00
1	EA	Install Safe Path Ramps at Doorways, Includes Thresholds Underneath	\$ 5,115.00	\$ 5,115.00
2	EA	Supply Dumpsters	\$ 1,250.00	\$ 2,500.00
			Tax:	TBD
			Total:	\$ 79,485.50

P&P Bond (If Needed Add to Total): N/A				
Install Court #4				
8,815	SF	Supply, Deliver, & Install Connor's Rezil Panel System in 3rd Grade or Better In Gym #4	\$ 10.34	\$ 91,147.10
8,815	SF	Demo Current Snap Floor	\$ 0.50	\$ 4,407.50
1	EA	Painted Game Lines Pkg. That Includes [1] Main Basketball Court, [1] Main Volleyball Court, [4] Four Square Courts, [2] Side Basketball Courts [1] Main Center Court logo, & [1] 3' Painted Border	\$ 9,075.00	\$ 9,075.00
360	LF	Install Vented Cove Base	\$ 12.00	\$ 4,320.00
1	EA	Install Safe Path Ramps at Doorways, Includes Thresholds Underneath	\$ 3,905.00	\$ 3,905.00
3	EA	Supply Dumpsters	\$ 1,250.00	\$ 3,750.00
			Tax: TBD	
			Total: \$ 116,604.60	
P&P Bond (If Needed Add to Total): N/A				
Estimating:	Cole Hutchens	cole@teamrfs.com		
Sales:	Derek Shoe	derek@teamRFS.com		
			Date:	



737-24



21090501

Comments: Includes standard wage rates; non-prevailing, non-union. **Owner Must Provide a 60-Amp Braker with 3 Phase Power Within 75' Of Gym/Workspace. Owner must provide a fork lift for off load.**

Standard Exclusions: Moisture remediation. Demo. Dumpsters. Bleachers. Volleyball Sleeves. Generators. Final clean up. Protection of work after installation. Major prep & leveling or smoothing of substrate other than light sanding & sweeping. We assume installation over clean, dry, & level substrate.

Excludes patching and leveling. Extra costs for patching and leveling are evaluated and determined based upon on site conditions.

Terms: 75% due upon receiving a signed PO or quote, final payment due upon completion. All orders paid with a credit card will be assessed a 3% convenience fee at the time of invoicing. All accounts with a balance after 30 days from invoice will be assessed 1.5% interest every 30 days. Material pricing is subject to manufacturer increases & or material storage fees after 30 days from original proposal. Taxes will be added at the time of invoicing if tax exempt form is not received.

This quote will be valid for 30 days.



Bid

To: Ryan Jones **From:** Casey Snyder
Email: rjones@monroenc.org **Pages:** 1
Phone: 704-282-4659 **Date:** Wednesday, July 24, 2024
Reference: Monroe Parks & Rec – Gym Floors
Re: Renovations & Replacement **CC:**
☐ Urgent ☐ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

As requested, please find below our pricing for the above referenced project. Pricing assumes the following:

1. We are to supply & install up to 19,105 SF of Connor's Rezil Panel in 3rd grade or better.
2. We are to sand & refinish up to 8,925 SF of existing wood flooring.
3. Pricing includes a one-color finish, to be selected from manufacturer's standard color chart.
4. Games lines are included in our pricing for 1 basketball, 1 volleyball court, 4 four square courts, 1 center court logo and 3' painted border per court.
5. 930 LF of vented cove and doorway transitions have been included in our pricing.
6. We have included demo of 19,105 SF of existing snap court flooring and waste removal in our pricing.
7. All materials will be delivered upon our arrival.
8. No sub-base preparation has been included in our pricing. Concrete must be leveled to a tolerance of 1/8" in a 10' radius. All cracks must be filled with an approved cementitious floor patch.
9. Concrete floor must be clean, porous, and dry to manufacturer's specifications
10. Our work area is to be entirely unencumbered, dry and temperature at 65° Fahrenheit or above throughout our installation.
11. Adequate power supply & lighting must be available.
12. Prevailing wage rates have not been included in our pricing.
13. Payment terms: 50% deposit due in advance. 25% due upon delivery of materials. Payment in full upon completion. Interest will be charged at the rate of 1.5% per month (18% annual) to all invoices not paid in full within 30 days of the invoice date. You will be responsible for all collection actions, including legal costs, finance charges etc.
14. PRICING VALID FOR THIRTY (30) DAYS. THEREAFTER SUBJECT TO CHANGE.

Assuming the above information our pricing equates to: **\$314,690.00**

If you wish for us to complete these works on your behalf, kindly issue us with a purchase order as soon as possible so we may ensure availability. Please contact me with any questions you may have.

Thank you,

Casey Snyder

2330 Dairy Road • Lancaster, PA 17601 • Phone: (717) 560-8050 • FAX: (717) 560-8054
www.abacussports.com • install@abacussports.com

	The Sports Flooring Group 5512 Cannon Drive Monroe, NC 28110 phone: 704-821-2550 fax: 704-821-2553	Quote for: Monroe Parks and Rec
Monroe Parks and Rec PO Box 69 Monroe, NC 28111	Ryan Jones Phone: 828-308-3566 fax: email: rjones5@monroenc.org	Date: 01/19/2024 Rep: Matt Dutille

Thank you for requesting quotes on your projects. As an added benefit, we will issue a credit deduct in the amount of \$15,000.00 if we are awarded all 3 new wood floor installations and the sanding project at Winchester. We would require that we are able to mobilize and complete all locations simultaneously, staggering each project accordingly. We will work with the county to ensure that at least 1 location is open at all times during the 8 week start to completion time frame.

Winchester: Sand Project	\$ 36,500.00
Dickerson Park: New Floor	\$ 128,085.87
J Ray Chute: New Floor	\$ 103,661.28
Sutton Park: New Floor	\$ 96,839.25
Contingent Credit Deduct:	- \$ 15,000.00
Total Contract:	\$ 350,086.40

NOTES

- Please sign and return this document indicating acceptance and confirmation.

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED AND THE ABOVE WILL BE IN ACCORDANCE WITH OWNER SPECIFICATIONS, DETAILS AND DRAWINGS. ALL WORK IS PERFORMED IN A SUBSTANTIAL WORKMANLIKE MANNER. ANY CHANGES MUST BE SUBMITTED IN WRITING.

Respectfully Submitted _____ Matt Dutille _____ Matt Dutille

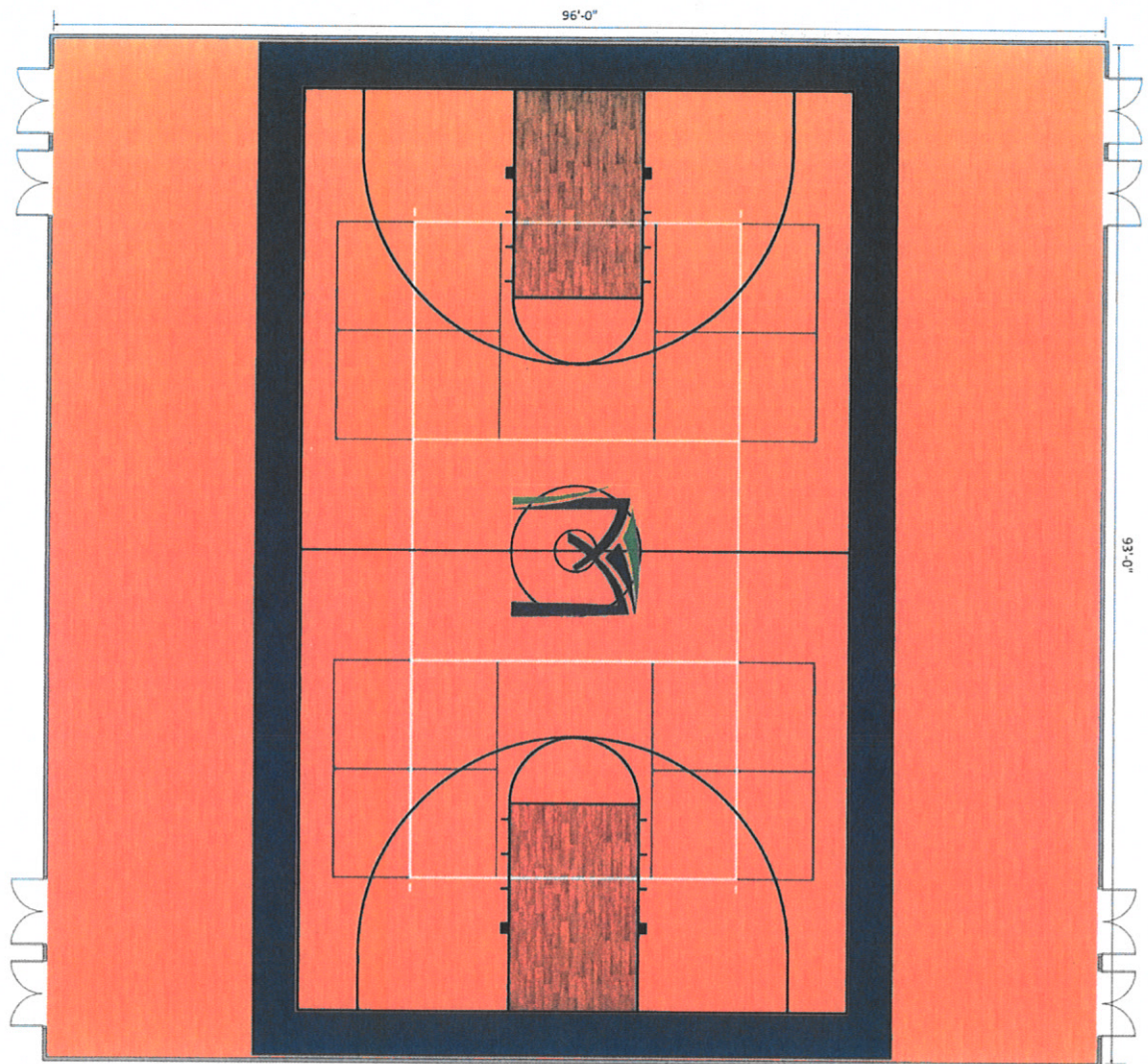
We agree to terms set forth and accept this proposal

***** Title _____ Date _____ *****
This proposal may be withdrawn if not accepted within 14 days

This proposal is a legal and binding contract offer. When signed, no cancellations may be made without approval. If cancelled, a 25% restock or processing fee may be applied at the determination of Epaggalea, LLC, dba The Sports flooring Group. Monthly finance charges will be applied to past due accounts.

Office Use
cc file

Thank you for your business.



Rubber Flooring Systems Inc.
 375 Columbia Memorial Pkwy.
 Kemah, TX 77565
 (281) 334-6800 phone
 jenna@team-icon.com

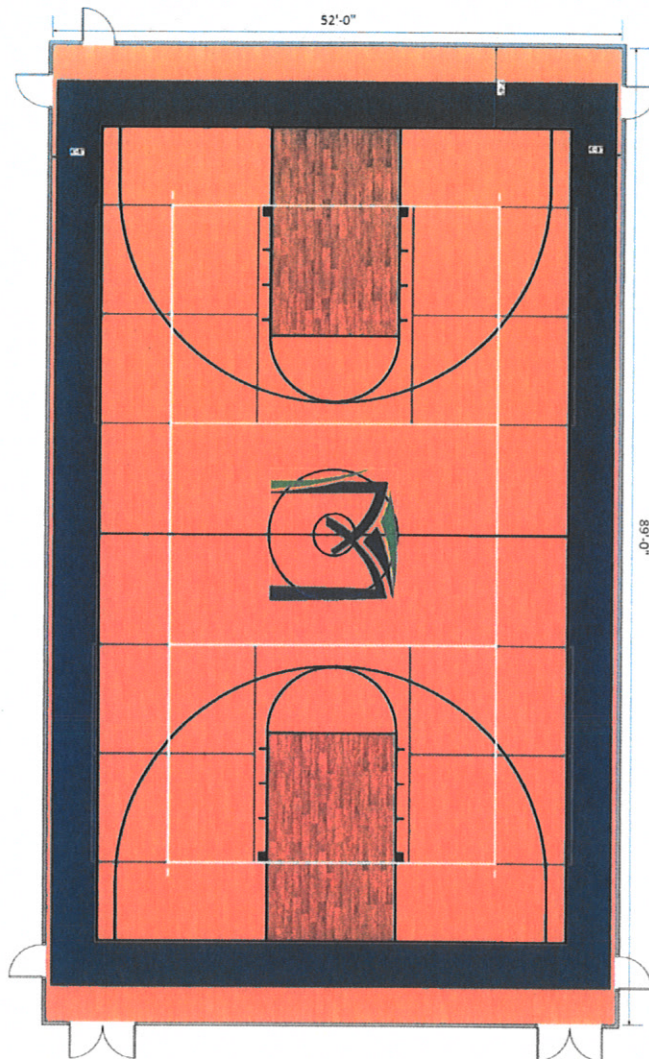
Monroe Community Rec Centers
 Winchester Wood

7/19/24

Version 1.1

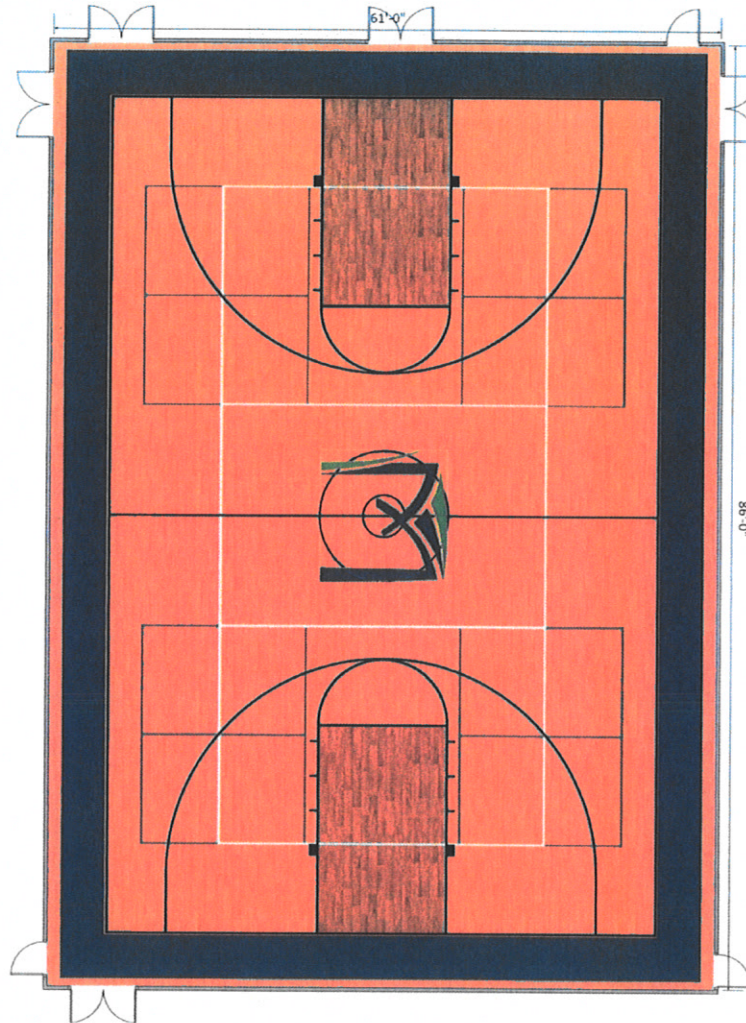
Scale: 1/4" = 1' 0"

NOTE: For design purposes only. Colors may vary due to screen resolutions. Please see physical samples for color representation



RFS SPORTS powered by ICON GROUP	Rubber Flooring Systems Inc. 375 Columbia Memorial Pkwy. Kemah, TX 77565 (281) 334-6800 phone jenna@team-icon.com		Monroe Community Rec Centers Sutton Park	
			7/19/24	
			Version 1.1	Scale: 1/4" = 1' 0"

NOTE: For design purposes only. Colors may vary due to screen resolutions. Please see physical samples for color representation



Rubber Flooring Systems Inc.
375 Columbia Memorial Pkwy.
Kemah, TX 77565
(281) 334-6800 phone
jenna@team-icon.com

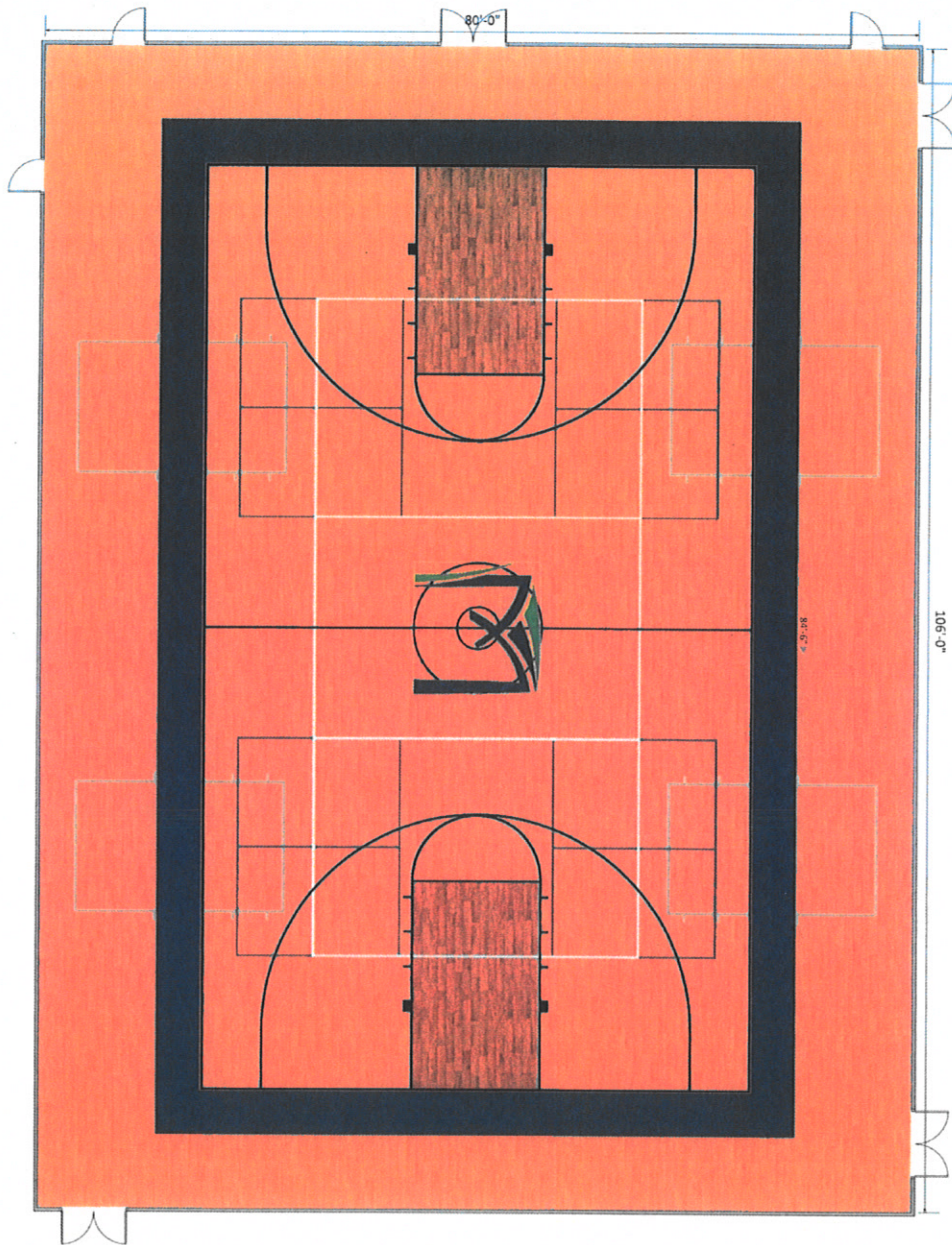
Monroe Community Rec Centers
Joy Shoop

7/19/24

Version 1.1

Scale: 1/4"=1' 0"

NOTE: For design purposes only. Colors may vary due to screen resolutions. Please see physical samples for color representation



Rubber Flooring Systems Inc.
375 Columbia Memorial Pkwy.
Kemah, TX 77565
(281) 334-6800 phone
jenna@team-icon.com

Monroe Community Rec Centers
Dickerson

7/19/24

Version 1.1

Scale: 1/4"=1' 0"

NOTE: For design purposes only. Colors may vary due to screen resolutions. Please see physical samples for color representation



STAFF REPORT

TO: General Services Committee

VIA: Mark Watson, City Manager

DATE: August 1, 2024

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Budget Amendment for Roof Replacement at Winchester Children's Center Building

SUMMARY STATEMENT

The General Services Committee is requested to consider a recommendation to City Council for a Budget Amendment and awarding of a contract for the repair and replacement of the classroom building roof of the Winchester Children's Center commonly referred to as the Head Start building operated by Union County Community Action, Inc. located at 1102 Fairly Avenue Monroe, NC 28110 in the amount of 276,500.00.

REVIEW

The City has leased various buildings and facilities located in the Winchester Children's Center to Union County Community Action, Inc. since 1998. On April 15, 2010, the City renewed the lease after renovation and construction to the Winchester Children's Center to be utilized by Union County Community Action as a pre-school/Head Start Center. This lease was also renewed more recently on December 3, 2019 through resolution R-2019-60. This lease is a ten-year lease and will expire in December of 2029. The lease agreement stipulates the responsibilities of the City and those include that the Lessor (City of Monroe) shall be responsible for maintenance associated with the structural components of the buildings, such as the roof and building shell.

Provided as an attachment are pictures showing the current condition of the roof located within the building. The existing condition is not conducive to a safe environment for the participants utilizing that facility. Staff has contacted multiple roofing contractors and all have recommended

the replacement of this section of the roof. Currently, there is a substantial leak affecting classrooms within the facility. Staff has been able to temporarily patch this section, but have advised that the patch is not a long-term solution. Staff recommends that the roof at the Winchester Children's Center operated by Union County Community Action, Inc. for the Head Start program be replaced to allow them the opportunity to operate this program in a safe environment.

While Alpha Omega Construction Group quote submitted was the lowest quote, the quote did not include the raising of gas lines to complete the project. Therefore, the recommendation is to award the contract to Turnkey Roofing.

The following bids were received for this project:

Alpha Omega Construction Group	\$233,050.00
Turnkey Roofing	\$276,500.00
Baucom Group	\$341,492.00

In accordance with section 34.01-G of the City of Monroe Code of Ordinances, City Council is required to authorize all contracts exceeding \$200,000.00.

RECOMMENDATION

Staff requests that the General Services Committee recommend Council approval of a Budget Amendment to appropriate funds from General Fund unassigned fund balance for the replacement of the roof at the Winchester Children's Center for \$276,500.00, the awarding of the contract to Turnkey Roofing and to authorize the City Manager to execute the necessary documents.

Attachment(s): Budget Amendment – BA-2025-21
Current Lease
Staff Report of April 15, 2010
Council Minutes – December 3, 2019/Resolution R-2019-60
Pictures of roof condition
Quote – Turnkey Roofing
Quote – Baucom Group
Quote – Alpha Omega Construction Group, Inc.
Section of affected roof

**BUDGET AMENDMENT
BA-2024-21**

1. Amendment necessary to appropriate an additional \$276,500.00 to cover the cost for the replacement of the roof at the Winchester Children's Center.

Parks and Recreation Fund:

Revenues:

Appropriation from Unassigned Fund Balance	\$ 276,500.00
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Expenditures:

Cultural and Recreation	\$ 276,500.00
-------------------------	---------------

Adopted this 13th day of August, 2024.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk

Sherry Hicks

From: Sherry Hicks
Sent: Tuesday, December 10, 2019 10:20 AM
To: Brian Borne (bborne@monroenc.org); Matthew Black (mblack@monroenc.org);
Lisa Strickland; Tonya Edwards
Subject: Lease Agreement
Attachments: 2019 Lease Agreement - OPEN.pdf

Good morning – please see the attached Lease Agreement with Union County Community Action.

Please advise when this has been completed – thank you.

Sherry K. Hicks
City of Monroe
Deputy City Clerk
Office 704-282-4513
Fax 704-283-9098
shicks@monroenc.org
Monroenc.org



STATE OF NORTH CAROLINA
UNION COUNTY

ORIGINAL

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2020, by and between the City of Monroe, a North Carolina Municipal Corporation, party of the first part, hereinafter called Lessor, and Union County Community Action, Inc., 1401-H West Roosevelt Boulevard, Post Office Box 1029, Monroe, North Carolina, a North Carolina non-profit Corporation, party of the second part, hereinafter called Lessee; all of Union County, North Carolina;

WHEREAS, the Lessee leased various buildings located in the Winchester neighborhood from the Lessor beginning in 1998 for use by the Lessee for its Early Head Start/Head Start Program; and

WHEREAS, when Building D of the lease became in disrepair and needed substantial renovations, the Lessor decided to demolish existing Building D and construct a new facility for use by the Lessee based on Lessee's needs; and

WHEREAS, the Lessee is required by Head Start regulations to obtain an independent market rent appraisal triennially for the leased property, and the Lessor intends to lease the property to the Lessee during the term of the lease at virtually no rent for an in-kind contribution in the amount determined by the market rent appraisal obtained by the Lessee.

NOW THEREFORE, the Lessor and Lessee have agreed to lease terms for said unused space as hereinafter set out.

WITNESSETH:

That, in consideration of the rental hereinafter set out and the obligation of Lessee to operate an Early Head Start/Head Start Program or child development and educational programs on the subject premises and subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee and the said Lessee does hereby accept as Lessee of the said Lessor certain land and buildings lying and being in the City of Monroe, Union County, North Carolina, and more particularly described as follows:

Building A:

Two (2) rooms/areas in Building A of the Winchester Neighborhood Facility Center as shown on the attached floor plan attached as Exhibit A.

Building C:

All of building C of the Winchester Neighborhood Facility Center. See attached Exhibit B.

Building D:

All of Building D of the Winchester Neighborhood Facility Center. See attached Exhibit B.

Building E:

All of Building E of the Winchester neighborhood Facility Center. See attached Exhibit B.

Driveways and Parking Facilities:

The non-exclusive use of driveway and parking facilities to be provided in the Winchester Facility Center as required by clients, staff and other necessary personnel connected with the activities to be carried on upon the premises of the lease.

Other Buildings and Land:

The non-exclusive use of such other land and buildings adjoining the leased properties as is required to enable ingress and egress from doors and other areas leading from and into the leased premises.

USE OF PREMISES

Lessee covenants that it will use the property for the operation of an Early Head Start/Head Start Program or other child development and educational programs and will use the property for no other purpose without the written consent of Lessor. Lessee acknowledges that the primary consideration to Lessor is its covenant to operate an Early Head Start/Head Start Program or other child development and educational programs on the leased premises. Lessee agrees to restrict the use so that pre-school children will not be utilizing the property with non-pre-school activities occurring at the same location at the same time.

TERM

The term of this lease shall be for *ten (10) years, commencing on January 1, 2020 and ending on December 31, 2029.* Either party may terminate lease upon ninety (90) days written notice.

RENTAL

The Lessee shall pay to the Lessor as rental the sum of *one dollar (\$1.00)* per building used per year payable in advance at the beginning of each lease year. In addition, the Lessee agrees to provide the Lessor with a copy of each independent market rent appraisal when prepared, and the appraised fair market rental shall establish the amount of in-kind contribution of the Lessor to the Lessee.

UTILITIES

All of the utilities for Building A shall be paid by the Lessor.

All of the utilities for Building C shall be paid by the Lessee.

All of the utilities for Building D shall be paid by the Lessee.

All of the utilities for building E shall be paid by the Lessee.

Utility services for Buildings C, D, and E shall remain in the name of the Lessee throughout the term of this lease.

Lessor/Lessee, respectively as noted above, shall pay all charges for utility services including heat, air conditioning, gas, and electricity, with Lessee being responsible for telephone, cable, internet services and any other utilities used on the premises.

MAINTENANCE AND REPAIRS

The Lessee shall keep the building and grounds in a neat and well-kept manner and be responsible for all routine repairs and maintenance to the demised premises as may be reasonably necessary to keep the same in proper, safe, sanitary, secure and useful condition unless such repairs are agreed to be made by the Lessor. The Lessee shall take reasonable precautions to prevent damage to the leased premises from fire or other causes, and to prevent bodily and personal injury.

The Lessee shall provide all routine janitorial services at its own expense. Provisions for contract janitorial service shall include workman's compensation insurance, general liability insurance and employee bonds.

At the end of the term of this lease or at the earlier termination thereof, Lessee agrees to return said premises peaceably and promptly in as good as condition as they were in at the beginning of the term, loss by fire or other hazard and depreciation from normal and reasonable usage excepted.

The Lessor shall be responsible for maintenance associated with the structural components of the buildings (such as roof and building shell). Additionally, the Lessor shall maintain the exterior of the building including painting and other related maintenance items. The Lessor shall also maintain landscaping around the buildings.

Other than Building A, the Lessee shall be responsible for items, including but not limited to, maintenance and/or replacement of all HVAC equipment, plumbing, flooring, ceiling, interior walls, and painting interior walls. The Lessor shall be responsible for said items in Building A.

The Lessee shall be responsible for all improvements to the buildings necessary to obtain permits and licensure to operate the Early Head Start/Head Start Program or other child development and educational programs.

CONFORMANCE TO STATUTES

The Lessee shall comply with all applicable statutes and provisions relating to occupancy by a certain number of persons, building code provisions for kitchens, fire regulations, and provisions governing food preparation and handling and any other governmental rules and regulations which are applicable.

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

STAFFING AND EQUIPMENT

The Lessee shall be responsible for all necessary staffing, programming and operations of the Early Head Start/Head Start Program or other child development and educational programs and shall provide all equipment necessary for program operations. All equipment and furnishings owned by the Lessor shall be maintained and operated in a safe and sanitary condition.

IMPROVEMENTS BY LESSEE

It is understood and agreed that the Lessee shall not make any improvements to the demised premises whether in the form of alterations, additions or painting without the prior written approval of the Lessor, and that such improvements will be at the sole expense of the Lessee who will hold the Lessor harmless from any liability thereon unless said improvements are agreed to be made by the Lessor.

INSURANCE

The Lessor agrees to maintain fire, extended coverage, vandalism and malicious mischief insurance on the building and on personal property of the Lessor contained therein to the extent of its full insurable value; the Lessee shall do the same with respect to its property located in or on the demised premises.

DAMAGE OR DESTRUCTION

It is mutually covenanted and agreed that if, during the term of the lease, said leased premises as they now exist shall be substantially destroyed by fire, windstorm, tornado, or other casualty, then this lease, at the option of either party and upon ten days' notice in writing to the other party, shall cease and terminate and both parties shall be released from further obligation hereunder. If, however, during the term of this lease, the said premises as they now exist shall be only partly destroyed by fire, windstorm, tornado, or other casualty, the Lessor, at its discretion, may or may not repair the premises. Any repairs by the Lessor shall be made as speedily as possible at its own expense.

Notwithstanding any other provision of this agreement, the Lessor shall only be responsible for repairing fire or other casualty damage to the extent of the proceeds payable from fire insurance policies in force at the time of the loss.

Damage to such an extent as to render forty percent or more of the floor space unusable for the purposes of the Lessee's operations shall be "a substantial destruction" within the meaning of this agreement, and damage which renders less than forty percent of floor space usable for the purposes of the Lessee's business, but which cannot be repaired within sixty days, shall likewise be deemed "a substantial destruction."

HOLD HARMLESS AGREEMENT

Lessee shall indemnify and save harmless Lessor from and against any and all loss, claims, judgment cost including attorney's fees, damages, expense and liability caused by any accident or other occurrence causing bodily injury or property damage to any person or property arising from the use or occupancy of the demised premises by the Lessee, and the Lessee, at its own expense, will carry the following insurance coverage with respect to the premises:

- (A) Comprehensive General Liability Insurance, with contractual liability endorsement, relating to the leased premises and its appurtenances on an occurrence basis with a minimum single limit of at least One Million (\$1,000,000.00) Dollars and naming the Lessor as an additional insured on the policy, in an insurance company acceptable to the Lessor which is authorized to do business in the State of North Carolina, and will furnish certificates of such insurance to the Lessor with the provisions that Lessor will be given thirty days written notice of any intent to terminate or modify such insurance by either Lessee or the insuring company.
- (B) Fire and Extended Casualty Insurance in an amount adequate to cover the replacement value of all personal property, decorations, trade fixtures, furnishings, equipment, leasehold improvements, and alterations, if any, and all contents therein.

(C) Workers Compensation Insurance as required by local, state and federal laws for all employees of Lessee, and employees of persons hired by Lessee to perform any work on the premises

(D) Such other insurance as may be determined necessary by the Lessor due to the particular nature or type of business or activity carried on by Lessee or its assigns.

WAIVER OF SUBROGATION

The Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the leased premises.

RIGHT OF INSPECTION

The Lessor reserves the right to enter the leased premises and inspect them, or to repair and maintain them, to show them to prospective purchasers, mortgagees, or lessees, upon reasonable notice.

PROHIBITION OF SUBLEASING

This lease may not be assigned or the premises subleased without the written consent of the Lessor.

FORFEITURE FOR NONCOMPLIANCE

It is expressly agreed that if Lessee shall neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty days after written notice from Lessor calling attention to such default, Lessor may declare this lease terminated and canceled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered mail to Lessee addressed to it at 1401-H West Roosevelt Boulevard, Post Office Box 1029, Monroe, North Carolina 28111.

It is expressly agreed that if Lessee shall cease to use the property for the operation of an Early Head Start/Head Start Program or other child development and educational programs for a continuing, uninterrupted period of 180 days, Lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default.

TERMINATION OF PRIOR LEASE AGREEMENT

The prior lease agreement between the parties dated January 1, 2010 is hereby terminated, cancelled, and discharged.

ENTIRE AGREEMENT

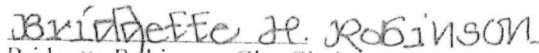
This instrument shall constitute the entire understanding between the parties, superseding any and all previous understandings oral or written pertaining to the subject matter contained herein.

THE CITY OF MONROE, NC

BY:


E. L. Faison, City Manager

Attest:

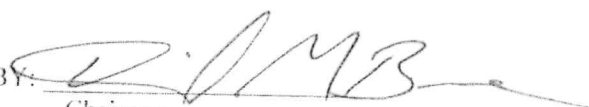

Bridgette Robinson, City Clerk

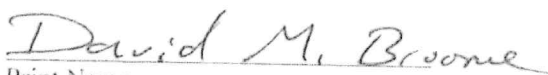


Attest:

UNION COUNTY COMMUNITY ACTION,
INC.

BY:


Chairman


Print Name

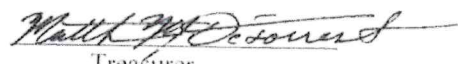

Treasurer

EXHIBIT A

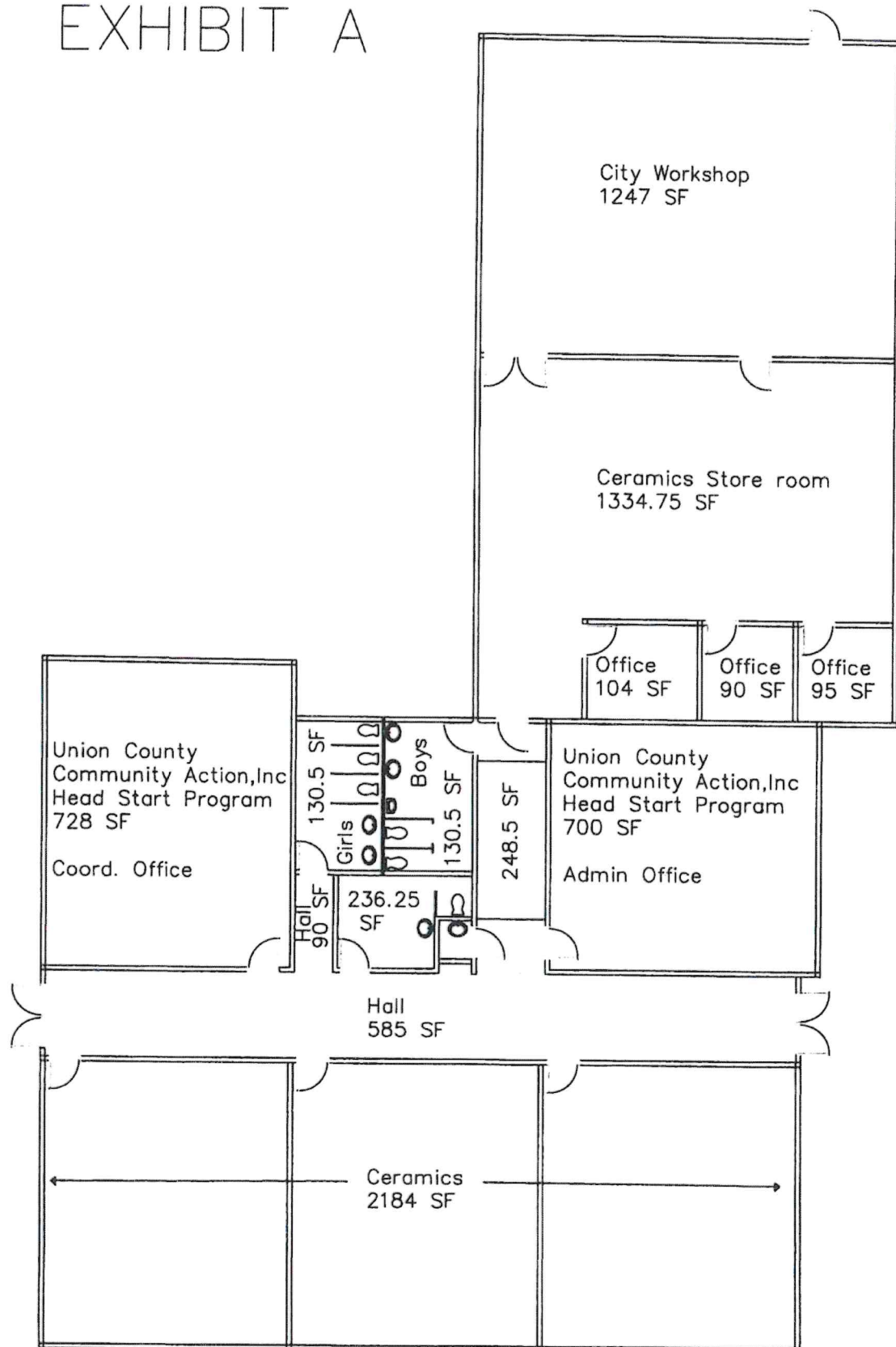
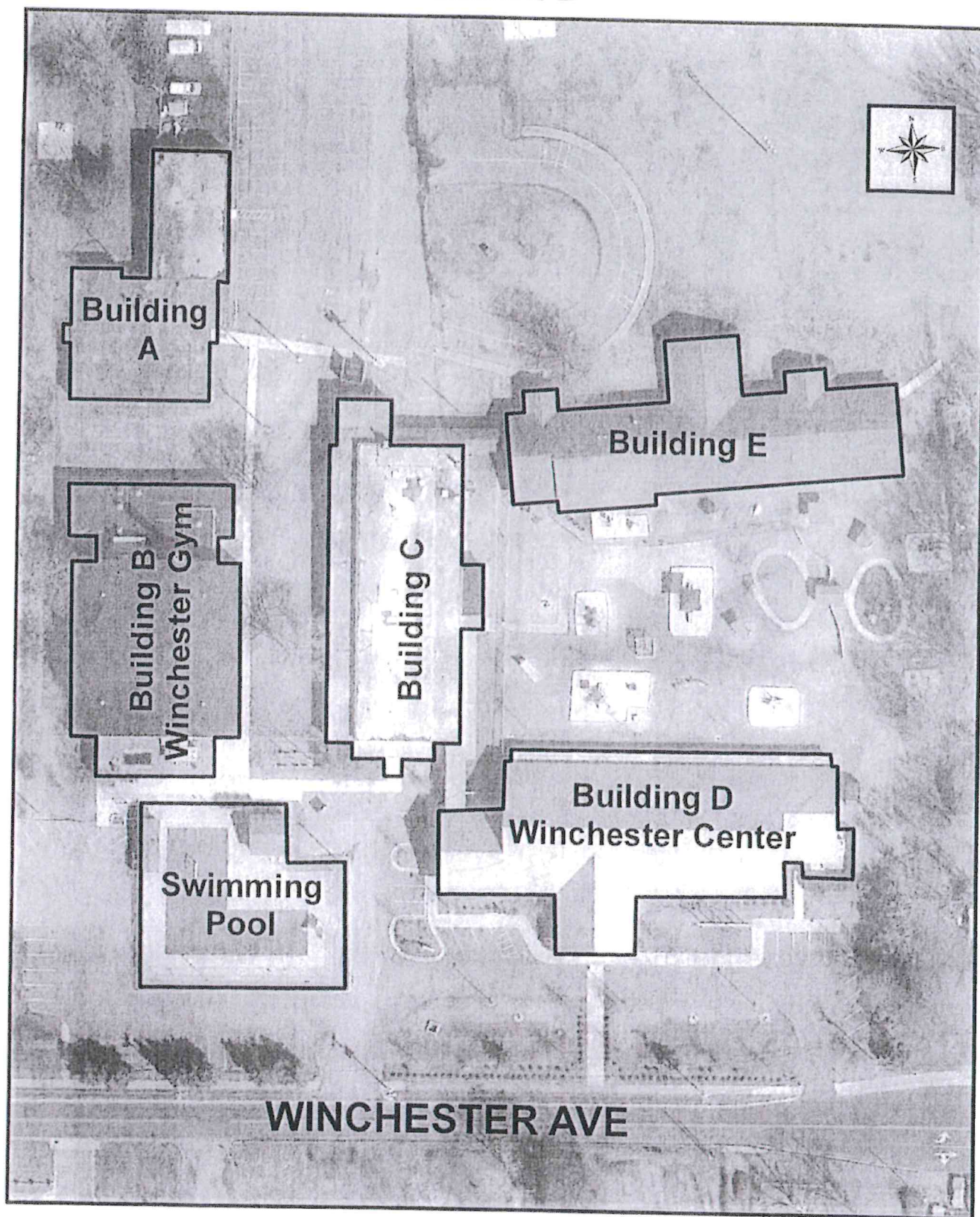


Exhibit B





STAFF REPORT

TO: Mayor Kilgore and City Council Members
VIA: Wayne Herron, City Manager
DATE: April 15, 2010
FROM: Terry M. Sholar, City Attorney
SUBJECT: Winchester Children's Center Lease

SUMMARY STATEMENT

Consideration of approval of a lease of the Winchester Neighborhood Facility Center to the Union County Community Action, Inc.

REVIEW

The City has leased various buildings and facilities located in the Winchester Children's Center to the Union County Community Action, Inc. since 1998. The City's current lease with UCCA will expire in June 2010. The City recently completed construction of the new Winchester Children's Center which was designed for use as a pre-school/Head Start center. Due to the approaching expiration of the existing lease and the addition of the newly constructed Children's Center, City and UCCA staff recommend the execution of the new lease for the facilities. Attached is a proposed lease for consideration the terms of which were developed by City and UCCA staff. Generally, the terms of the lease are consistent with the existing lease. The term will be for ten years beginning January 1, 2010 and the utility, maintenance, and upkeep requirements remain the same as the existing lease. The new lease acknowledges use of the facilities by UCCA for students working on their GED and requires they not be co-mingled in time and place with pre-school students.

RECOMMENDATION

Facilities Committee and Staff recommend adoption of the proposed lease of the Winchester Neighborhood Facilities to UCCA, Inc.

**STATE OF NORTH CAROLINA
UNION COUNTY**

LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of January, 2010, by and between the City of Monroe, a North Carolina Municipal Corporation, party of the first part, hereinafter called Lessor, and Union County Community Action, Inc., 1401-H West Roosevelt Boulevard, Post Office Box 1029, Monroe, North Carolina, a North Carolina non-profit Corporation, party of the second part, hereinafter called Lessee; all of Union County, North Carolina;

WHEREAS, the Lessee leased various buildings located in the Winchester neighborhood from the Lessor beginning 1998 for use by the Lessee as for its Head Start/early childhood education program; and

WHEREAS, Building C of the lease became in disrepair and needed substantial renovations, the Lessor decided to demolish existing Building C and construct a new facility for use by the Lessee based on Lessee's needs; and

WHEREAS, the Lessee is required by Head-Start regulations to obtain an independent market rent appraisal triennially for the leased property, and the Lessor intends to lease the property to the Lessee during the term of the lease a virtually no rent for an in-kind contribution in the amount determined by the market rent appraisal obtained by the Lessee.

WITNESSETH:

That, in consideration of the rental hereinafter set out and the obligation of Lessee to operate an Early Head Start/Head Start Program, or child development and educational programs on the subject premises and subject to the terms and conditions hereinafter set forth, said Lessor does hereby let and lease unto said Lessee and the said Lessee does hereby accept as Lessee of the said Lessor certain land and buildings lying and being in the City of Monroe, Union County, North Carolina, and more particularly described as follows:

Building A:

Two rooms/areas in Building A of the Winchester Neighborhood Facility Center as shown on the attached floor plan attached as Exhibit A.

Building C:

All of Building C of the Winchester Neighborhood Facility Center. See attached Exhibit B.

Building D:

All of Building D of the Winchester Neighborhood Facility Center. See attached Exhibit B.

Building E:

All of Building E of the Winchester Neighborhood Facility Center. See attached Exhibit B.

Driveways and parking Facilities:

The non-exclusive use of driveway and parking facilities to be provided in the Winchester Facility Center as required by clients, staff and other necessary personnel connected with the activities to be carried on upon the premises of the lease.

Other Buildings and Land:

The non-exclusive use of such other land and buildings adjoining the leased properties as is required to enable ingress and egress from doors and other areas leading from and into the leased premises.

USE OF PREMISES

Lessee covenants that it will use the property for the operation of an Early Head Start/Head Start Program or other child development and educational programs and will use the property for no other purpose without the written consent of Lessor. Lessee acknowledges that the primary consideration to Lessor is its covenant to operate an Early Head Start/Head Start Program or other child development/educational programs on the leased premises. Lessee agrees to restrict the use so that pre-school children will not be utilizing the property with non pre-school activities at the same location at the same time.

TERM

The term of this lease shall be for ten years, commencing on January 1, 2010 and ending on December 31, 2019.

RENTAL

The Lessee shall pay to the Lessor as rental the sum of one dollar (1.00) per building used per year payable in advance at the beginning of each lease year. In addition, the Lessee agrees to provide the Lessor with a copy of each independent market rent appraisal when prepared, and the appraised fair market rental shall establish the amount of in-kind contribution of the Lessor to the Lessee.

UTILITIES

All of the utilities for Building A shall be paid by the Lessor.

All of the utilities for Building C shall be paid by the Lessee.

All of the utilities for Building D shall be paid by the Lessee.

All of the utilities for Building E shall be paid by the Lessee.

Utility services for Buildings C, D, and E shall remain in the name of the Lessee throughout the term of this lease.

MAINTENANCE AND REPAIRS

The Lessee shall keep the building and grounds in a neat and well-kept manner and be responsible for all routine repairs and maintenance to the demised premises as may be reasonably necessary to keep the same in proper, safe, sanitary, secure and useful condition unless such repairs are agreed to be made by the Lessor. The Lessee shall take reasonable precautions to prevent damage to the Leased Premises from fire or other causes, and to prevent bodily and personal injury.

The Lessee shall provide all routine janitorial services at its own expense. Provisions for contract janitorial service shall include workman's compensation insurance, general liability insurance and employee bonds.

At the end of the term of this Lease or at the earlier termination thereof, Lessee agrees to return said premises peaceably and promptly in as good as condition as they were in at the beginning of the term, loss by fire or other hazard and depreciation from normal and reasonable usage excepted.

The Lessor shall be responsible for maintenance associated with the structural components of the buildings (such as roof and building shell). Additionally, the Lessor shall maintain the exterior of the building including painting and other related maintenance items. The Lessor shall also maintain landscaping around the buildings.

Other than Building A, the Lessee shall be responsible for items, including but not limited to, maintenance and/or replacement of all HVAC equipment, plumbing, flooring,

ceiling, interior walls, and painting interior walls. The Lessor shall be responsible for said items in Building A.

The Lessee shall be responsible for all improvements to the buildings necessary to obtain permits and licensure to operate child development and educational programs for pre-school children.

CONFORMANCE TO STATUTES

The Lessee shall comply with all applicable statutes and provisions relating to occupancy by a certain number of persons, building code provisions for kitchens, fire regulations, and provisions governing food preparation and handling and any other governmental rules and regulations which are applicable.

STAFFING AND EQUIPMENT

The Lessee shall be responsible for all necessary staffing, programming and operations of the Early Head Start/Head Start Program or other child development and educational programs and shall provide all equipment necessary for program operations. All equipment and furnishings owned by the Lessor shall be maintained and operated in a safe and sanitary condition.

IMPROVEMENTS BY LESSEE

It is understood and agreed that the Lessee shall not make any improvements to the demised premises whether in the form of alterations, additions or painting without the prior written approval of the Lessor, and that such improvements will be at the sole expense of the Lessee who will hold the Lessor harmless from any liability thereon unless said improvements are agreed to be made by the Lessor.

INSURANCE

The Lessor agrees to maintain fire, extended coverage, vandalism and malicious mischief insurance on the building and on personal property of the Lessor contained therein to the extent of its full insurable value; the Lessee shall do the same with respect to its property located in or on the demised premises.

DAMAGE OR DESTRUCTION

It is mutually covenanted and agreed that if, during the term of the lease, said leased premises as they now exist shall be substantially destroyed by fire, windstorm, tornado, or other casualty, then this lease, at the option of either party and upon ten days' notice in writing to the other party, shall cease and terminate and both parties shall be released from further obligation hereunder. If, however, during the term of this lease, the said

premises as they now exist shall be only partly destroyed by fire, windstorm, tornado, or other casualty, the Lessor, at its discretion, may or may not repair the premises. Any repairs by the Lessor shall be made as speedily as possible at its own expense.

Notwithstanding any other provision of this agreement, the Lessor shall only be responsible for repairing fire or other casualty damage to the extent of the proceeds payable from fire insurance policies in force at the time of the loss.

Damage to such an extent as to render forty percent or more of the floor space unusable for the purposes of the Lessee's operations shall be "a substantial destruction" within the meaning of this agreement, and damage which renders less than forty percent of floor space usable for the purposes of the Lessee's business, but which cannot be repaired within sixty days, shall likewise be deemed "a substantial destruction."

HOLD HARMLESS AGREEMENT

Lessee shall indemnify and same harmless Lessor from and against any and all loss, claims, judgment cost including attorneys fees, damages, expense and liability caused by any accident or other occurrence causing bodily injury or property damage to any person or property arising from the use or occupancy of the demised premises by the Lessee, and the Lessee, at its own expense, will carry bodily injury insurance in an amount of not less than \$1,000,000 combined single limit, naming the Lessor as an additional insured on the policy, in an insurance company acceptable to the Lessor which is authorized to do business in the State of North Carolina, and will furnish certificates of such insurance to the Lessor with the provisions that Lessor will be given thirty days written notice of any intent to terminate or modify such insurance by either Lessee or the insuring company.

WAIVER OF SUBROGATION

The Lessor agrees to maintain fire, extended coverage, vandalism and malicious mischief insurance on the Leased Premises and on personal property of the Lessor contained therein to the extent of its full insurable value; the Lessee shall do the same with respect to its property located in or on the Leased Premises. The Lessor and Lessee hereby mutually release and discharge each other from all claims or liabilities arising from or caused by fire or other casualty covered by the above insurance on the Leased Premises.

RIGHT OF INSPECTION

The Lessor reserves the right to enter the Leased Premises and inspect them, or to repair and maintain them, upon reasonable notice.

PROHIBITION OF SUBLEASING

This lease may not be assigned or the premises subleased without the written consent of the Lessor.

FORFEITURE FOR NONCOMPLIANCE

It is expressly agreed that if Lessee shall neglect to do and perform any matter or thing herein agreed to be done and performed by it and shall remain in default thereof for a period of thirty days after written notice from Lessor calling attention to such default, Lessor may declare this lease terminated and canceled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default. Said notice may be given to the person at such time in charge of said premises or sent by registered mail to Lessee addressed to it at 1401-H West Roosevelt Boulevard, Post Office Box 1029, Monroe, North Carolina 28111.

It is expressly agreed that if Lessee shall cease to use the property for the operation of an Early Head Start/Head Start Program or other child development and educational programs for pre-school children for a continuing, uninterrupted period of 180 days, Lessor may declare this lease terminated and cancelled and take possession of said premises without prejudice to any other legal remedy it may have on account of such default.

TERMINATION OF PRIOR LEASE AGREEMENT

The prior lease agreement between the parties dated June 18th, 2002 is hereby terminated, cancelled, and discharged.

ENTIRE AGREEMENT

This instrument shall constitute the entire understanding between the parties, superseding any and all previous understandings oral or written pertaining to the subject matter contained herein.

THE CITY OF MONROE, NC

BY: _____
Wayne Herron, City Manager

Attest:

Bridgette Robinson, City Clerk

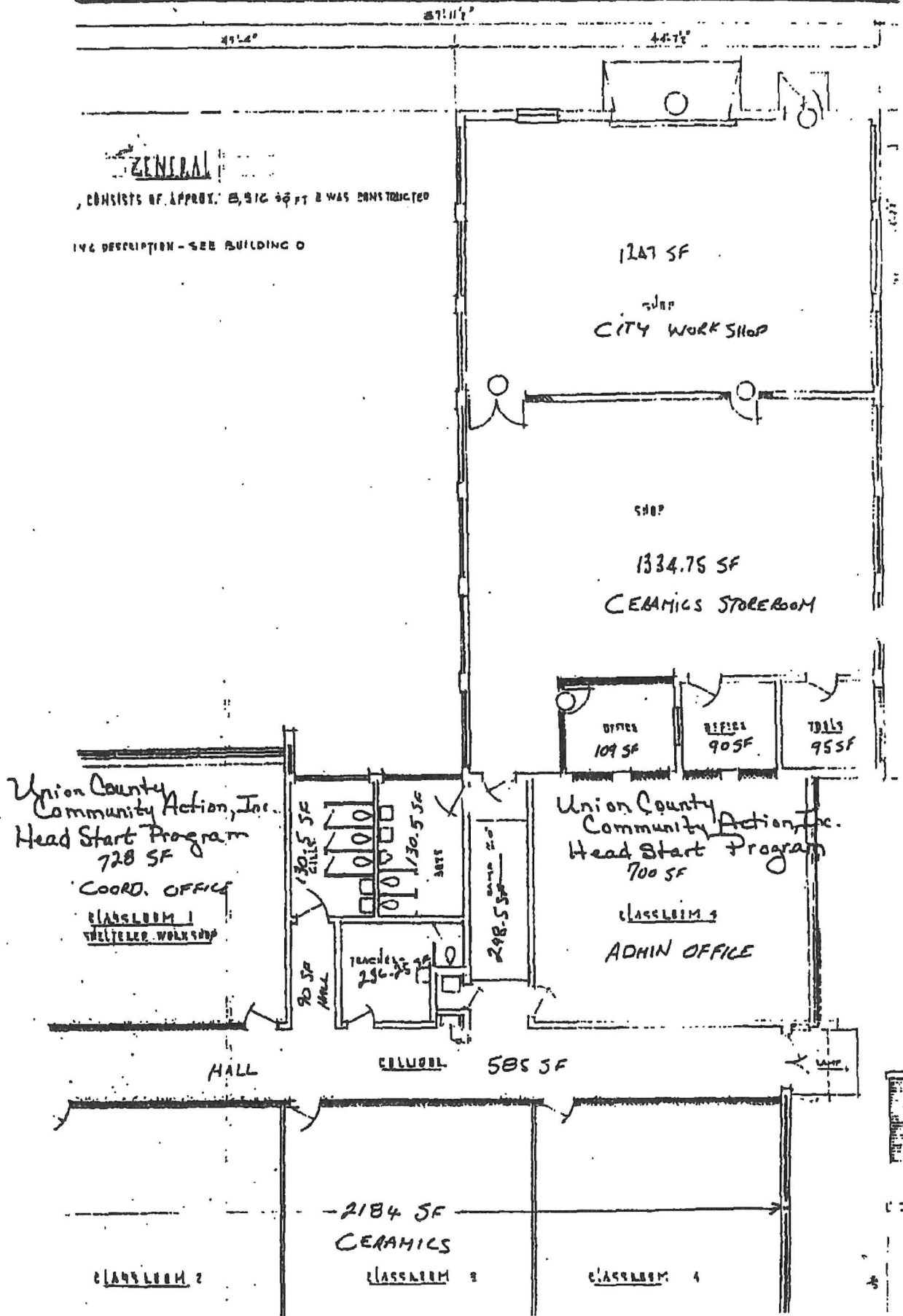
UNION COUNTY COMMUNITY ACTION INC.

BY: _____
Chairman

Attest:

Treasurer

EXHIBIT A



RX Date/Time

03/09/2010

12:03

704 233 4718

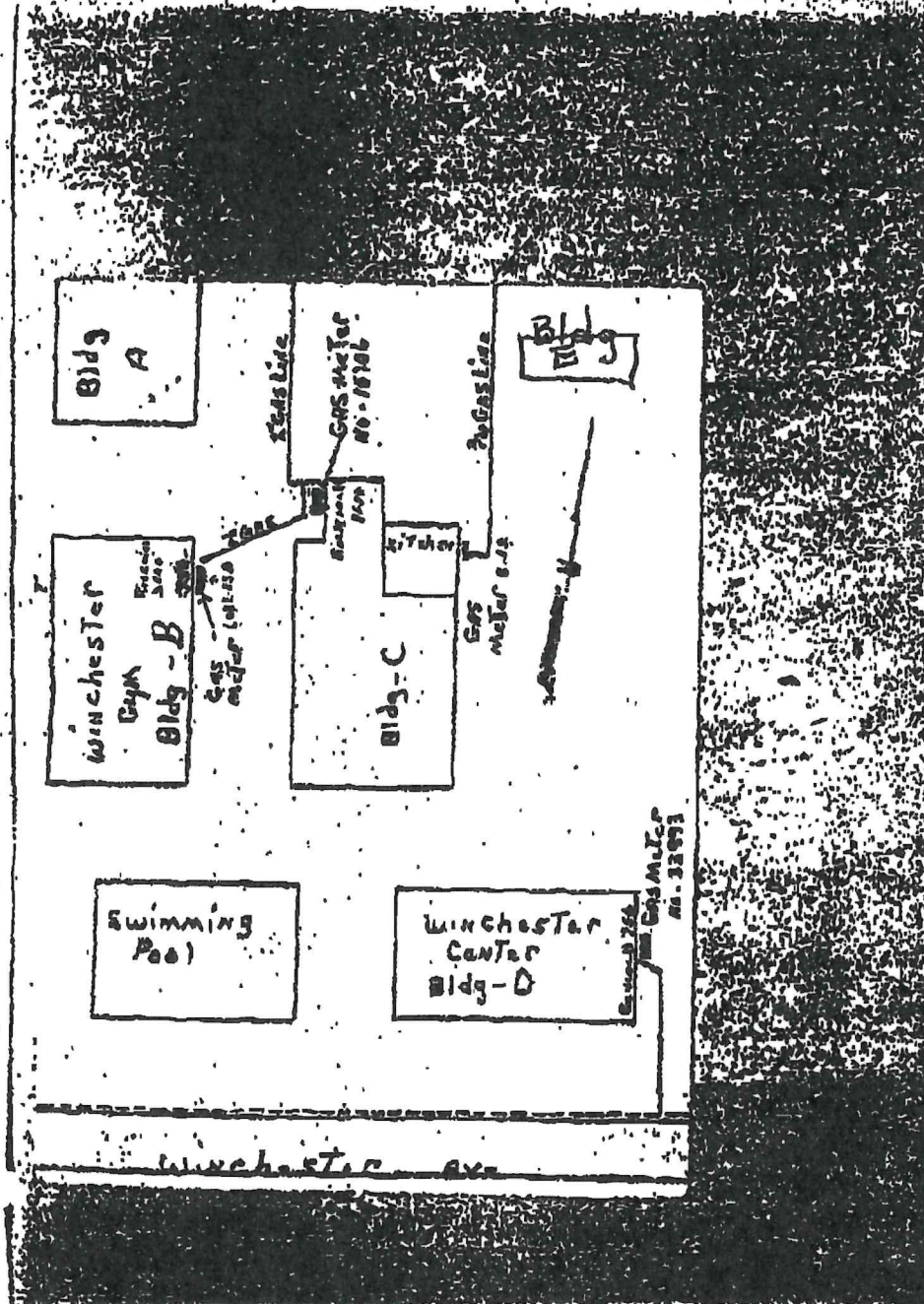
P.007

FROM : FRANK McGUIRT==GEIGER CAROLINA FAX NO. : 704 233-4718

Mar. 09 2010 12:53PM P7

P.007/007

EXHIBIT B



<i>Parking Lot or Location</i>
At 100 West Jefferson Street, parking behind Old City Hall, on the north side.

Section 2 This Ordinance shall be effective upon adoption.

Adopted this 3rd day of December, 2019.

Mayor Pro Tem Holloway seconded the motion, which passed unanimously with the following votes:

AYES: Council Members Anthony, Gordon, James, Keziah,
McGee, Mayor Pro Tem Holloway and Mayor Kilgore
NAYS: None

Item No. 11. Parks and Recreation Department Donation from Sarah Jensen. Parks and Recreation Director Tonya Edwards advised by memorandum that the Parks and Recreation Department had received a donation of yoga items including bolsters, blankets, mats and straps to be used at the Ellen Fitzgerald Senior Center from Sarah Jensen, a former Yoga Instructor at the Senior Center. Ms. Edwards advised that these items were valued at approximately \$450.

Ms. Edwards advised that this matter was scheduled to be presented to the General Services Committee on November 21, 2019; however, due to lack of a quorum, the meeting was cancelled. She advised that General Services Committee Chair/Council Member Lynn Keziah and Mayor Bobby Kilgore have approved placing this item on the Consent section of the December 3, 2019 City Council Regular Meeting Agenda.

Ms. Edwards advised that it was the recommendation of Staff that Council accept the donation of yoga items including bolsters, blankets, mats and straps from Ms. Jensen to be used at the Ellen Fitzgerald Senior Center.

Council Member McGee moved to accept the donation of yoga items including bolsters, blankets, mats and straps from Ms. Jensen to be used at the Ellen Fitzgerald Senior Center. Mayor Pro Tem Holloway seconded the motion, which passed unanimously with the following votes:

AYES: Council Members Anthony, Gordon, James, Keziah,
McGee, Mayor Pro Tem Holloway and Mayor Kilgore
NAYS: None

Item No. 12. Resolution Approving Lease of City Property Located at 1105 Winchester Avenue to Union County Community Action, Inc. Assistant City Manager Brian Borne advised by memorandum that the City entered into a Lease Agreement with Union County Community Action to lease property located at 1105 Winchester Avenue for a period of ten years beginning January 1, 2010. Mr. Borne advised that Staff was proposing another Lease Agreement be approved for a ten-year term beginning January 1, 2020.

Mr. Borne advised that this matter was scheduled to be presented to the General Services Committee on November 21, 2019; however, due to lack of a quorum, the meeting was cancelled.

He advised that General Services Committee Chair/Council Member Lynn Keziah and Mayor Bobby Kilgore have approved placing this item on the Consent section of the December 3, 2019 City Council Regular Meeting Agenda.

Mr. Borne advised that it was the recommendation of Staff that Council adopt a Resolution approving a Lease Agreement that provided for a ten-year term beginning January 1, 2020 under the same terms and conditions as the original Lease Agreement and authorizing the City Manager to execute any and all necessary documents. He advised that pursuant to the terms of the Lease Agreement, either part may terminate the lease at any time upon 90 days written notice to the other party.

Council Member McGee moved to adopt Resolution R-2019-60:

**RESOLUTION APPROVING LEASE OF CITY PROPERTY
LOCATED AT 1105 WINCHESTER AVENUE TO
UNION COUNTY COMMUNITY ACTION
AND GRANTING AUTHORIZATION TO CITY MANAGER
TO EXECUTE DOCUMENTS
R-2019-60**

WHEREAS, the City of Monroe owns the improved real property located at 1105 Winchester Avenue, Union County, Monroe, North Carolina that the City finds is currently surplus to the City's needs; and

WHEREAS, the City previously entered into a Lease Agreement with the Union County Community Action to lease the property beginning January 1, 2010 for a period of ten (10) years; and

WHEREAS, in consideration of said lease, the Union County Community Action desires to lease the property for an additional ten (10) year period under terms and conditions as the original lease; and

WHEREAS, North Carolina General Statute §160A-272 authorizes the City to enter into leases of up to ten (10) years upon Resolution of the City Council adopted at a Regular Meeting after 30 days public notice; and

WHEREAS, the required notice has been published and the City Council is convened in a Regular Meeting.

NOW, THEREFORE, BE IT RESOLVED, the Monroe City Council hereby approves lease of the City property described above to the Union County Community Action for a period of ten (10) years beginning January 1, 2020 under terms and conditions as contained in the original lease dated January 1, 2010 and authorizes the City Manager to execute any and all necessary documents.

This Resolution is effective on the date of its adoption.

Adopted this 3rd day of December, 2019.

Mayor Pro Tem Holloway seconded the motion, which passed unanimously with the following votes:

AYES: Council Members Anthony, Gordon, James, Keziah,

City Council Regular Meeting
December 3, 2019
Page 269

McGee, Mayor Pro Tem Holloway and Mayor Kilgore
 NAYS: None

Item No. 13. Schedule of City Events for 2020. City Clerk Bridgette Robinson provided by memorandum the Schedule of City Events for Calendar Year 2020. Ms. Robinson advised that it was the recommendation of Staff that Council approve the Schedule of City Events for 2020 including approval for street closings, as needed.

Council Member McGee moved to approve the Schedule of City Events for 2020:

DATE	EVENT	DEPARTMENT	LOCATION	TIME
January 31	Groundhog Day Economic Summit	Economic Development	Old Armory Community Center	11:15 am – 1:00 pm
March 8-11	National League of Cities' Annual Congressional City Conference	City Council	Washington, DC	Varies
March 20	Fire Department Awards Banquet	Fire	Old Armory Community Center	6:30 pm
April 4	Easter Eggstravaganza	Parks and Recreation	Parks Williams Athletic Complex	11:00 am – 2:00 pm
April 10	Art Walk/Car Cruise-In	Downtown/ Parks and Recreation	Downtown	6:00 pm – 8:00 pm
April 23	Music on Main	Parks and Recreation	Main Street	6:30 pm – 9:30 pm
April 26 – May 2	National Water Week	Water Resources		
May 8	Car Cruise-In	Parks and Recreation	Downtown	6:00 pm – 8:00 pm
May 10	Pops on the Plaza	Parks and Recreation	Main Street Plaza	6:30 pm
May 5-7	North Carolina League of Municipalities' CityVision Annual Conference	City Council	Wilmington, NC	Varies
May 28	Music on Main	Parks and Recreation	Main Street	6:30 pm – 9:30 pm
June 12	Flag Retirement Ceremony	Fire	Main Street Plaza	7:00 pm

- A. Change Order #7
 - B. Capital Project Budget Ordinance
 - C. City Manager to Execute Documents
9. National Recreation and Park Association Instructor Training Grant Application for Evidence-Based Physical Activity Programs for Ellen Fitzgerald Senior Center
- A. Application Authorization
 - B. City Manager to Execute Documents
10. Ordinance Amending Code of Ordinances – Title VII: Traffic Code, Chapter 76: Parking Schedules – Schedule VI – Tow-Away Zones to Designate Parking Behind Old City Hall on North Side
11. Parks and Recreation Department Donation from Sarah Jensen
12. Resolution Approving Lease of City Property Located at 1105 Winchester Avenue to Union County Community Action, Inc.
13. Schedule of City Events for 2020
14. Tax Releases for October 2019

REGULAR AGENDA

Public Hearings – Please adhere to the following guidelines:

- Proceed to the podium, and state your name and address clearly;
 - Be concise; avoid repetition; limit comments to three (3) minutes or less;
 - Designate a spokesperson for large groups.
15. Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2019
16. Senior Center Facility Signage (*Tabled from October 1, 2019*)
17. Beautification Project for Downtown Signal Boxes
- A. Resolution
 - B. Budget Amendment
18. Outside City Customer Water/Sewer Service Request by ATI Specialty Materials
- A. Resolution
 - B. City Manager to Execute Documents
19. American Legion
20. Recommendations of Appointments/Reappointments to Committees



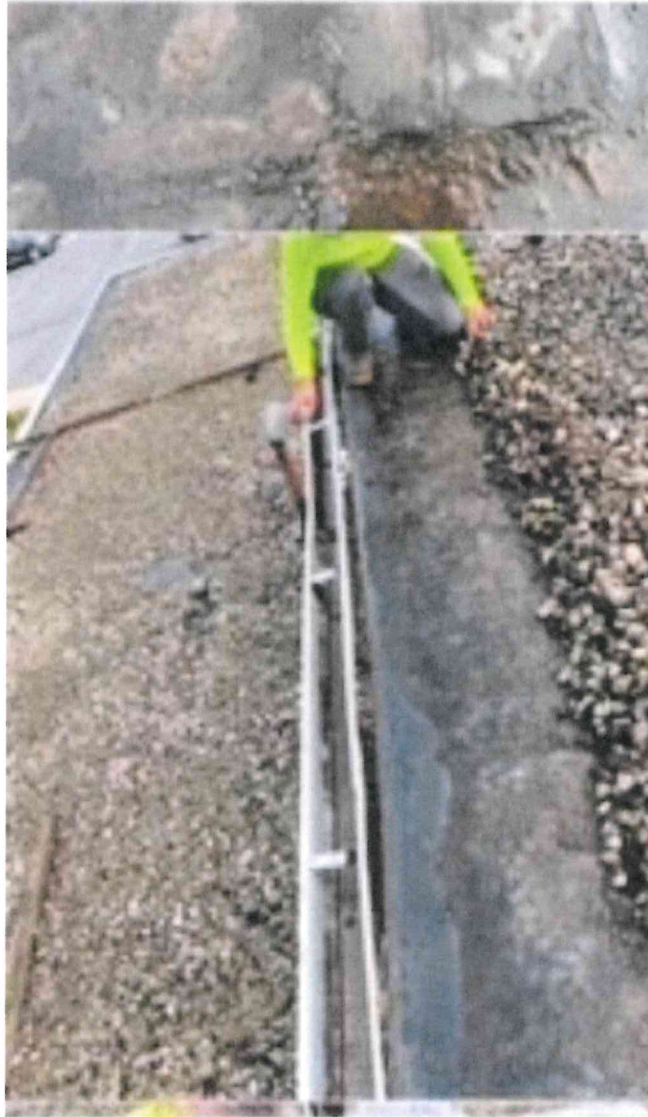


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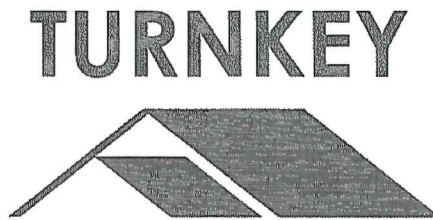
LTE



Turnkey Roofing Invol...







ROOFING

160-B Cupped Oak Dr
Matthews, NC 28104
704-891-7992

Project Quoted: 1108 Fairley Ave., Monroe

Prepared Date: 05/30/2024
Expiration Date: 07/30/2024

Contact: Eric Purser
Email: epurser@monroenc.org

Item	Quantity	Total
Scope of Work: TPO Roofing System -Remove and dispose of all UV rock and aged roofing system. -Supply and install new Versico TPO roofing system. New ISO board, new membrane, new flashing and turn bars and all corners' adhesives etc. needed. -Supply dumpsters, lift, labor and material. -System includes 15 year manufactures warrants and 2 year labor warranty.		

Total:		\$276,500.00
---------------	--	---------------------

Thank you for the opportunity to quote!

1108 Fairly Ave Monroe NC

Submitted By:

Baucomgroup@carolina.rr.com

6161 McDaniel Lane
Charlotte NC 28213
United States

Work: 803-322-3615

baucomgroup@carolina.rr.com
uscs1@yahoo.com

NCL B61682

Baucomgroup@carolina.rr.com
6161 McDaniel Lane
Charlotte NC 28213
United States

Work: 803-322-3615

baucomgroup@carolina.rr.com
uscs1@yahoo.com

NCL B61682

Estimator

Mike Dietrich

Work: 803 322 3615

uscs1@yahoo.com

Customer

Eric Purser

epurser@moroenc.org

Job Site

Eric Purser

Estimate

Job Name	1108 Fairly Ave Monroe NC
Job Number	855
Issue Date	July 23, 2024
Valid Until	August 22, 2024

Item

Amount

1 - SCOPE AS FOLLOWS

- Replace membrane roofing system with new TPO membrane roofing system
- Includes: Removal and disposal of UV rock, Old membrane system and ISO Board.
- Includes: All prep work, Dumpsters, Labor, and Materials.
- Includes: New gutters and downspouts

Price	\$341,492.00
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Date 7/23/24

Walter Baucom
Baucomgroup@carolina.rr.com

Date _____

Eric Purser



Date 7/23/24

Mike Dietrich
Baucomgroup@carolina.rr.com



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Aug 1, 2024

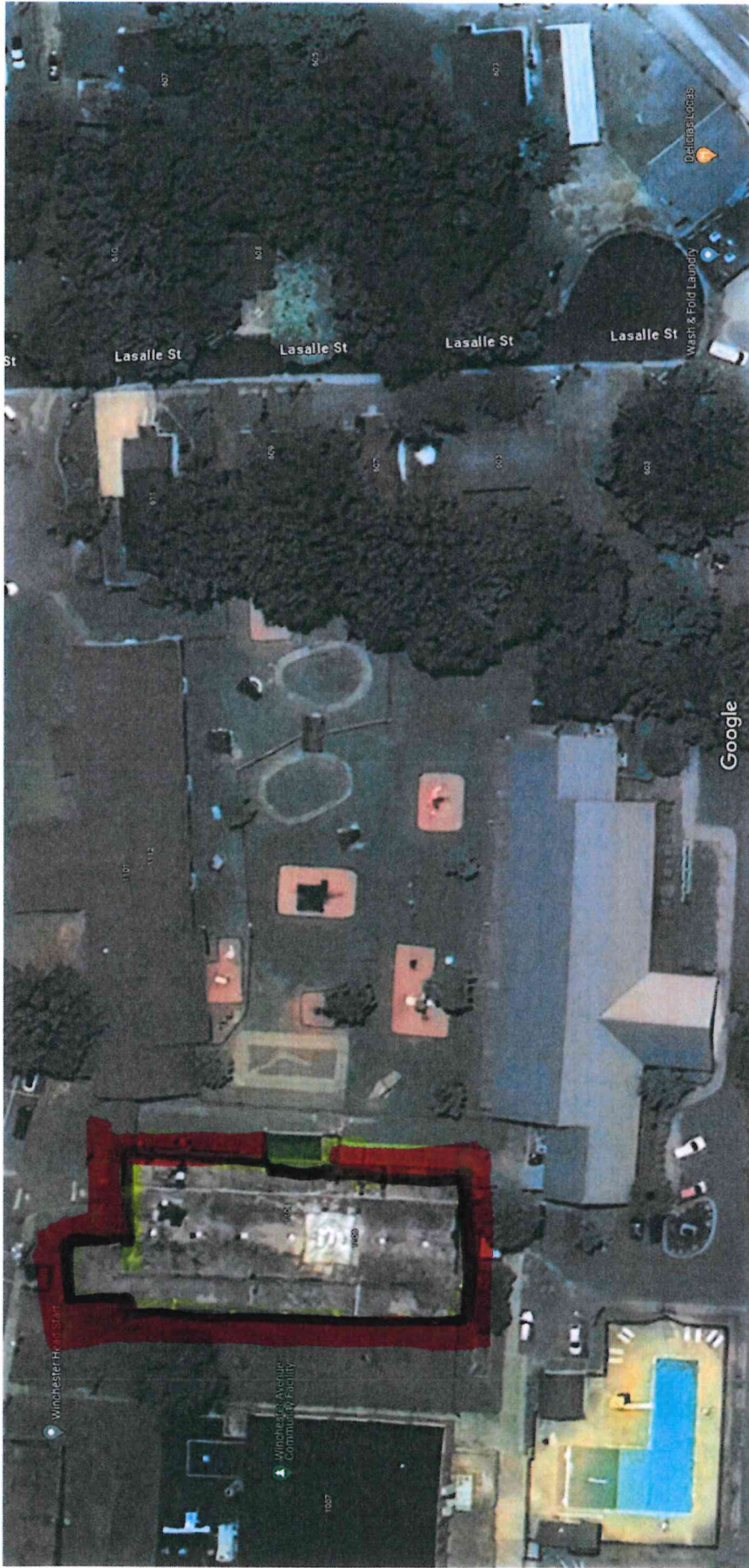
1108 Fairley Ave Monroe Nc 28110

- REMOVE EXISTING ROOFING AND DISPOSE OF PROPERLY.
- INSPECT DECKING FOR ANY BAD AREAS, our Proposal will cover 30 sq of damage lightweight decking. Will go back with ¾ inch plywood and 1 inch ISO board. Remove Rock and 2 layers of material.
- INSTALL R25 ISO To Meet Code and Pitch Properly to drain water.
- INSTALL 60 MIL Tpo and flash all pipes and curves
- Price to do this Job **\$233050.00.**

This roof Doesn't Qualify for a recover Has 2 layers

All Gas lines will have to be raised to properly install taper iso and tpo.

Curb will have to be raised accordingly.



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