

CITY COUNCIL STRATEGIC PLANNING MEETING
300 WEST CROWELL STREET
MONROE, NORTH CAROLINA 28112
AUGUST 13, 2024– 4:30 P.M.

AGENDA

www.monroenc.org

1. Diversity, Equity and Inclusion Committee Fiscal Year 2025 Project Plan
2. Naming of Sunset Park Baseball Fields as the Hunter Presson Baseball Complex at Sunset Park
3. Winchester Children’s Center Roof Replacement (Head Start Classroom Building)
 - A. Award of Contract to Turnkey Roofing
 - B. Budget Amendment
 - C. City Manager to Execute Documents
4. Entry Level Job Program Partnership with Union County Public Schools Initiative

- **Agenda** is tentative and is subject to change up to and including the time of the meeting.
- At the discretion of City Council, **Agenda Items** listed above that are not discussed at the Strategic Planning Meeting or moved at the request of Council, may be carried forward to the City Council Regular Meeting at 6:00 p.m. to be considered.
- **Cell Phones/Pagers:** As a courtesy, please turn off cell phones and pagers while Meeting is in progress.



STAFF REPORT

TO: City Council

VIA: Mark Watson, City Manager

DATE: August 13, 2024

FROM: Ryan Jones, Parks and Recreation Director

PREPARED BY: Ryan Jones, Parks and Recreation Director

SUBJECT: Sunset Park Baseball Field and Complex Dedication

SUMMARY STATEMENT

Provided for City Council consideration to approve the naming of the Sunset Park Baseball Fields as the Hunter Presson Baseball Complex at Sunset Park.

REVIEW

On December 12, 2023, City Council approved the naming of Field 1 at Sunset Park as the Hunter Presson Field. This field was dedicated on May 21, 2024 at a ceremony that included several former athletes and Mr. Presson's family. Currently, there is signage on two sections of the fencing at Field #1 designating the field as the Hunter Presson Field.

Over the past several weeks, staff has received multiple calls explaining that Field 1 had been previously dedicated to Mr. G. Tom Helms prior to the dedication of the field to Mr. Presson. Staff was unable to find any council action regarding the naming of this field after Mr. Helms, however, individuals were able to provide multiple newspaper articles commemorating the dedication of that field to Mr. Helms. There is also a small plaque located on the field house at the park that honors Mr. Helms. Unfortunately, without any information documented, staff dedicated this field in honor of Mr. Presson. Staff was unaware of this dedication due to the lapse of time that existed between now and the original dedication, as well as, lack of documentation associated with that dedication. Both individuals had profound impacts on the youth of the community and both deserve recognition. After speaking with all parties involved, a compromise was reached to name the baseball complex as the "Hunter Presson Baseball Complex at Sunset Park" and continuing

the original name of Field 1 as dedicated to G. Tom Helms. This compromise appropriately honors the memory and dedication of two exceptional individuals at the field where so many lives were impacted in a positive manner. Signage commemorating Mr. Helms will be placed on the fence on Field 1 as the G. Tom Helms Field. Signage commemorating Mr. Presson will be placed on monument signs at each entry of the baseball complex as the “Hunter Presson Baseball Complex at Sunset Park”. As a point of clarification, this dedication is exclusively related to the baseball complex and not the entire park and the field dedication is exclusive to Field 1.

Parks and Recreation programs provide opportunities for youth to engage in physical activity in a supportive, team environment. Through athletics and recreational programs, youth are able to explore their interests while improving important social skills, enhance their confidence, and learn other important life skills. The Parks and Recreation Department has provided these types of programs with this goal in mind. The goal of recreational athletic programs is not to win, but to compete in an environment that encourages self-improvement on a physical and emotional level.

The most important portion of these programs are the volunteer coaches that invest their passion, time, and energy in encouraging young athletes to participate and have the opportunity to mold these children and influence them in a positive way. Through multiple correspondences, staff was enlightened as to the positive influence that Mr. Hunter Presson and Mr. G. Tom Helms have had on multiple individuals, now adults. The stories included those of positive mentorship through athletics that have assisted them in being successful and happy adults. The stories included Mr. Presson and Mr. Helms providing lessons and approaches to life that have helped them navigate their own lives and they still recall the positive impact these gentlemen had on their lives and how it has provided opportunities for them as adults.

RECOMMENDATION

Staff request City Council approval to name the Sunset Park Baseball Complex in honor of Coach Hunter Presson as the “Hunter Presson Baseball Complex at Sunset Park” and continuing the previous dedication of Field 1 as the G. Tom Helms Field.



STAFF REPORT

TO: City Council

VIA: Mark Watson, City Manager

DATE: August 13, 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 Service Committee and Staff recommends City Council approval for a Budget Amendment and awarding of a contract for the repair and replacement of the 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.

This item was presented to the General Services Committee on August 1, 2024.

RECOMMENDATION

The General Services Committee and Staff recommends City Council approval of a Budget Amendment to appropriate funds from General Fund unassigned fund balance for the replacement of a section of 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-2024-21
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.

General Fund:

Revenues:

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

General Government	\$ 276,500.00
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Adopted this 13th day of August, 2024.

Robert Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk

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. Falson, City Manager

Attest:


Bridgette Robinson, City Clerk



Attest:


Treasurer

UNION COUNTY COMMUNITY ACTION,
INC.

BY:


Chairman


Print Name

EXHIBIT A

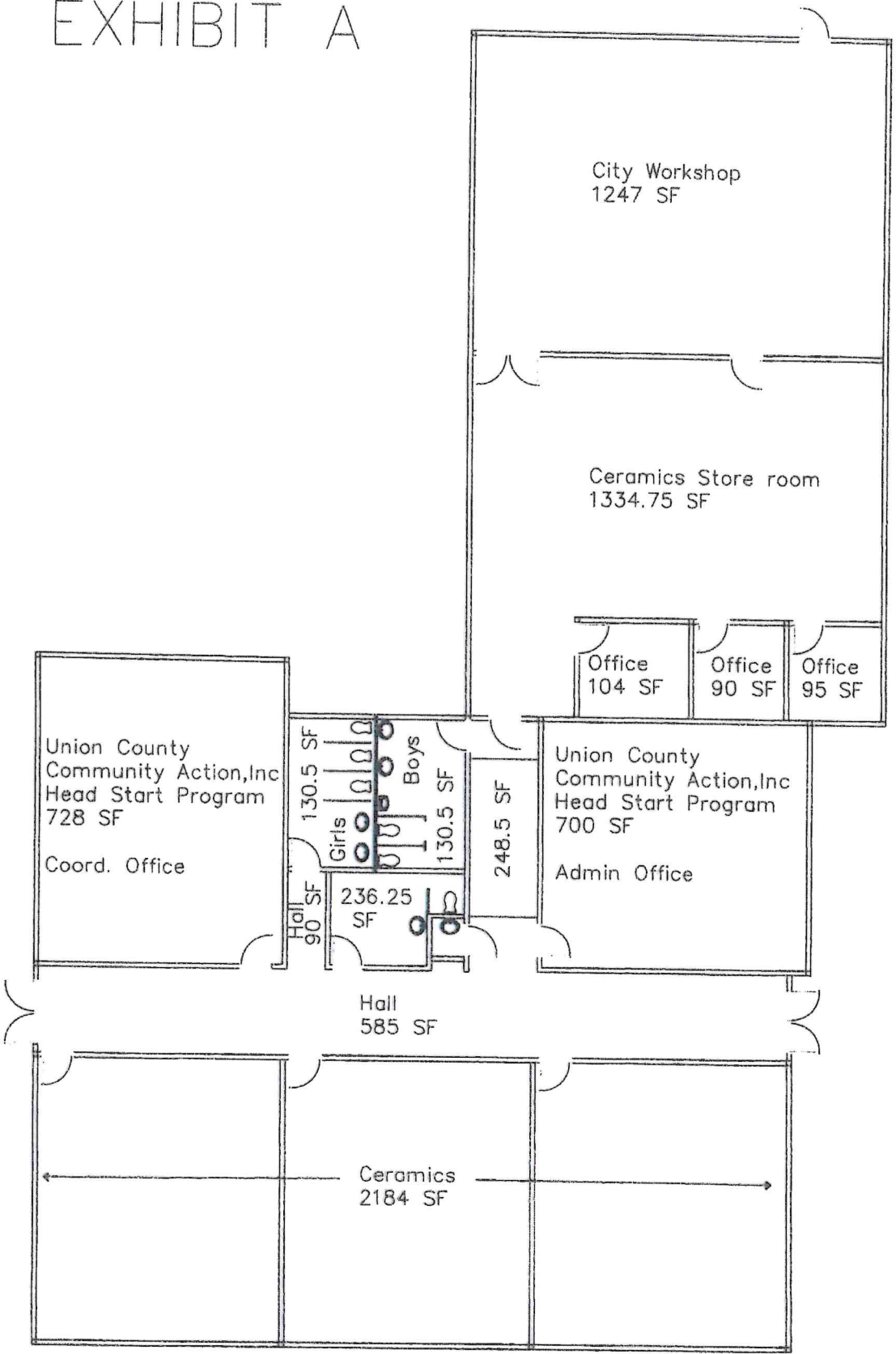
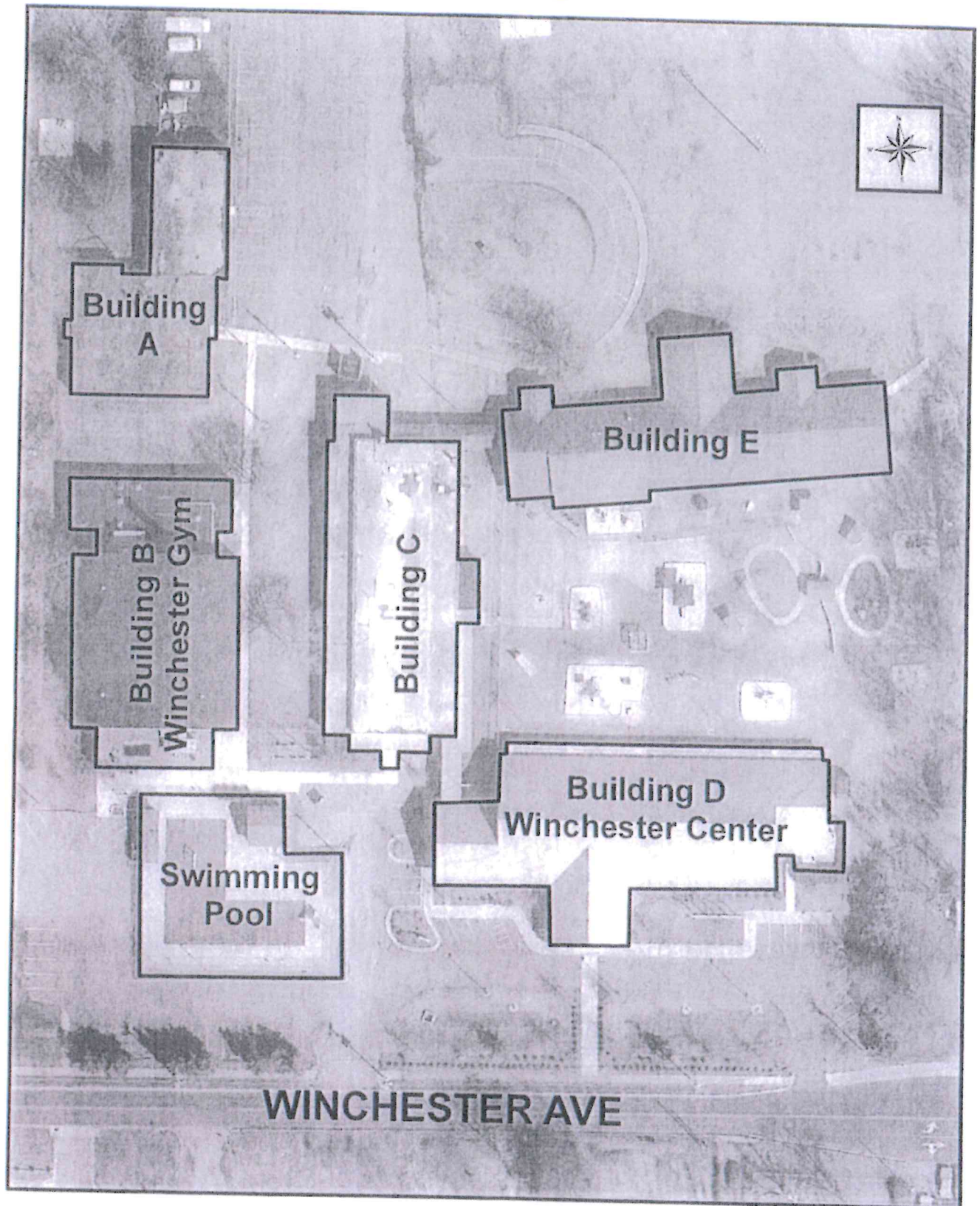


Exhibit B





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 save 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

Hand-drawn floor plan of a building. The plan includes the following areas and labels:

- Top Section:**
 - 45' 4"
 - 44' 7 1/2"
 - GENERAL
 - CONSISTS OF APPROX. 8,916 SQ FT & WAS CONSTRUCTED
 - 146 DESCRIPTION - SEE BUILDING D
- Central Section:**
 - 1247 SF
 - CITY WORK SHOP
 - 500P
 - 1334.75 SF
 - CERAMICS STORE ROOM
- Bottom Section:**
 - Union County Community Action, Inc. Head Start Program 700 SF
 - CLASSROOM 3
 - ADMIN OFFICE
 - 208.5 SF
 - 585 SF
 - 2184 SF CERAMICS
 - CLASSROOM 2
 - CLASSROOM 4
- Other Labels:**
 - OFFICE 109 SF
 - RECEPTION 90 SF
 - TOILETS 95 SF
 - CLASSROOM 1
 - COORD. OFFICE
 - CLASSROOM 1
 - CLASSROOM 2
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 - CLASSROOM 100

GENERAL:
 , CONSISTS OF APPROX. 2,516 SQ FT & WAS CONSTRUCTED
 1946 DESCRIPTION - SEE BUILDING 0

1247 SF
shop
CITY WORK SHOP

1334.75 SF
CERAMICS STOREROOM

OFFICE 104 SF	RECEIVED 90 SF	TRAIL 95 SF
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Union County
Community Action, Inc.
Head Start Program
728 SF
COORD. OFFICE
CLASSROOM 1
SHELTER WORKSHOP

Union County
Community Action, Inc.
Head Start Program
700 SF
CLASSROOMS
ADMIN OFFICE

HALL ELLUOL 585 JF

-2184 SF
CERAMICS

PLATE 10

classroom 2

CLASSROOM 4

RX Date/Time

03/09/2010

12:03

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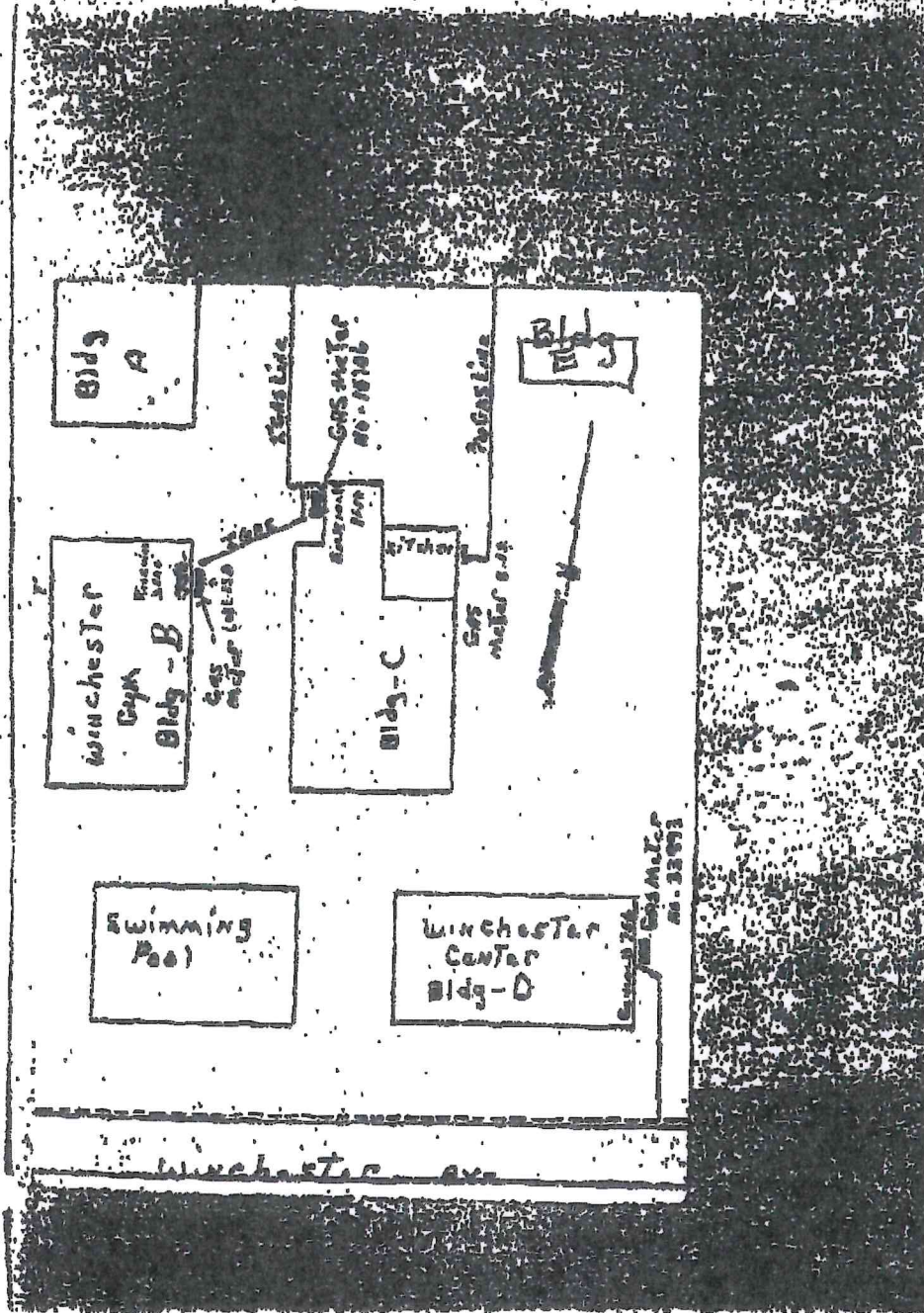
P.007

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

Mar. 09 2010 12:53PM P7

P.007/007

EXHIBIT 8



<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,

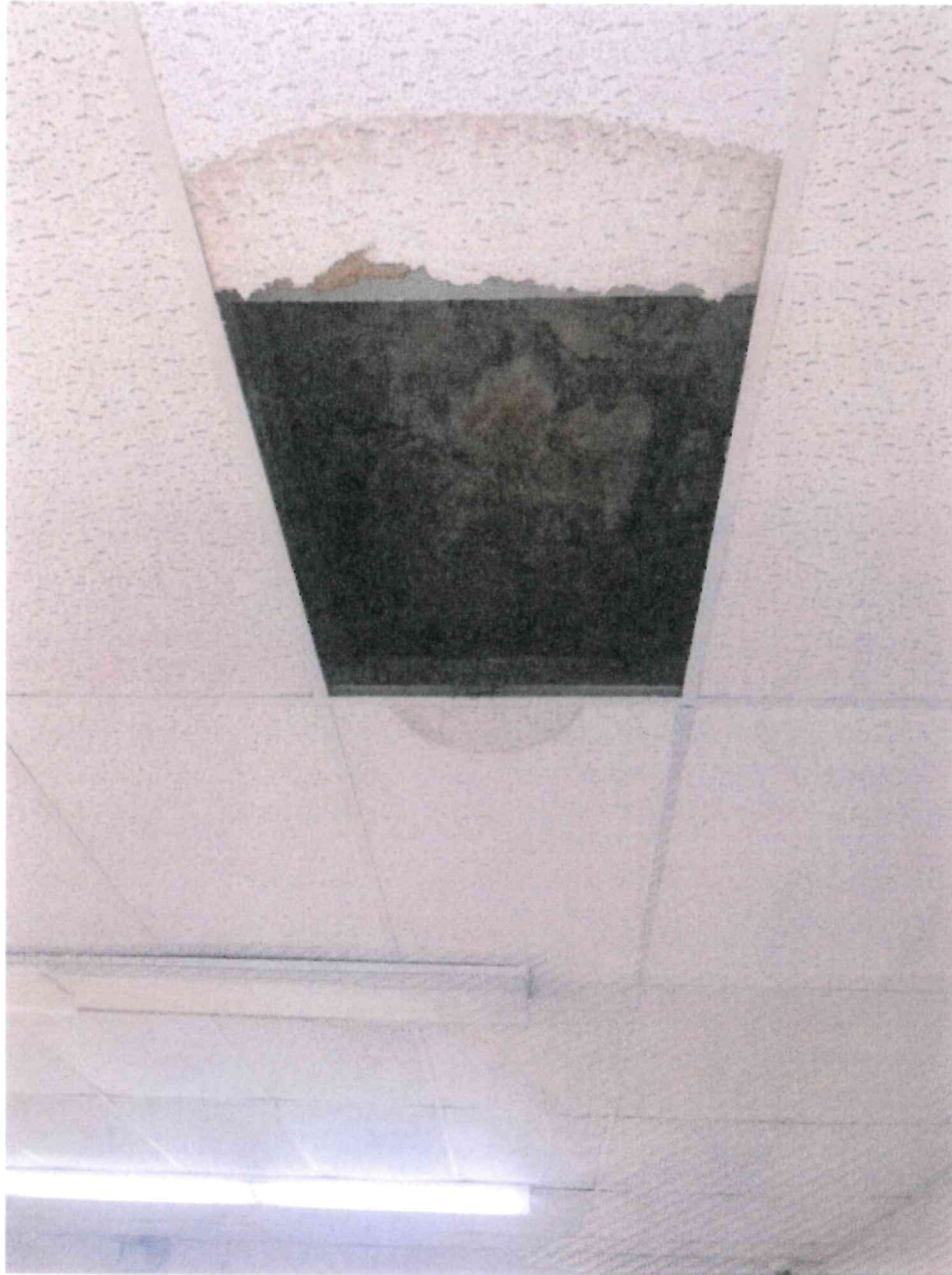
City Council Regular Meeting
December 3, 2019
Page 269

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



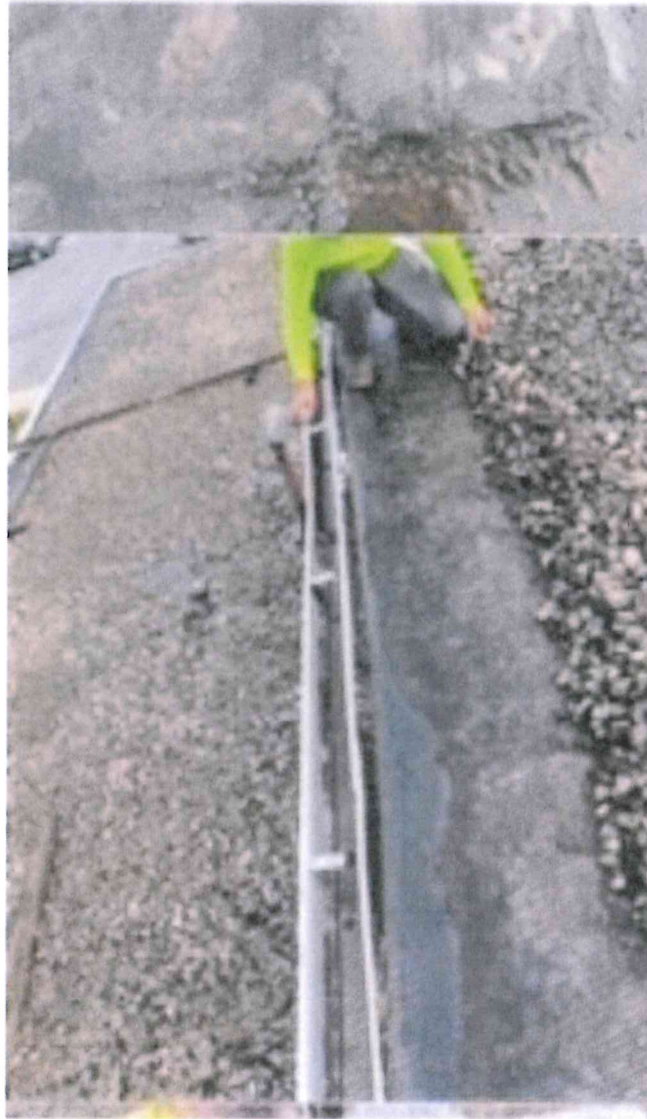


1:43

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
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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



Alpha Omega Construction Group, Inc.

Post Office Box 3196

Matthews, NC 28106

Commercial Office (704) 628-7578; Facsimile (704) 628-7583

CHAD LINER 980-257-3361 | chad.liner@alpha-omegainc.com

Aug 1, 2024

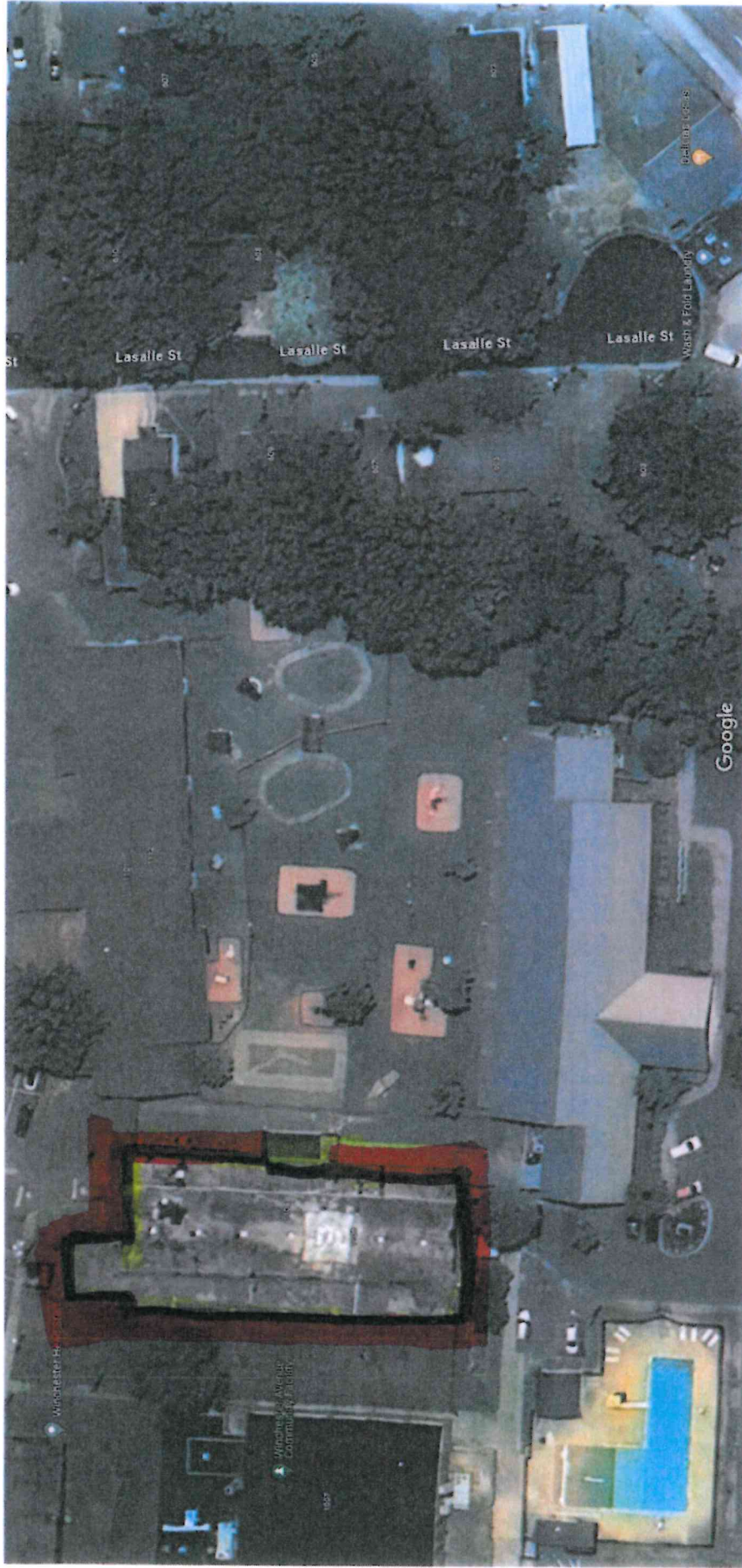
1108 Fairley Ave Monroe Nc 28110

- 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.



Imagery ©2024 Airbus, CNES / Airbus, Maxar Technologies, Map data ©2024 Google 20 ft