

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, OCTOBER 3, 2023 - 4:00 PM
AGENDA
www.monroenc.org

1. Minutes of Public Enterprise Committee Meeting of September 5, 2023
2. North Carolina Department of Transportation Design/Build Utility Agreement for Monroe Bypass
3. John Glenn Water Treatment Plant Treatment Basin #3 Coatings Project Contract Award
4. Lead and Copper Rule Revision and Improvements
5. Outside City Customer Water Service Request by Jason Shulenberger for 634 Deese Road
6. Ordinance Amending Section 06.00 titled Landscaping of Standard Specifications and Detail Manual
7. Proposed Pavement Resurfacing Contract
8. Solid Waste Services Contract Discussion
9. Water Resources Access Easement Amendment for Ronald and Michelle Whitaker
10. 16-Inch Water Line Easement Abandonment

Public Enterprise Committee Minutes

**September 5, 2023
City Hall Conference Room
4:00 p.m.**

Members Present: Council Member Freddie Gordon (Chair), Council Member James Kerr, Council Member Julie Thompson

Staff: Mark Watson, Richard Long, Lisa Stiwinter, Scott Clark, Robert Miller, Sarah McAllister, Lisa Strickland, Drew Waravdekar, Darwin de los Santos, Kyle Ketchum, Lisa Kerner, Cathy Nance

Council Member Freddie Gordon called the September 5, 2023 Public Enterprise Committee meeting to order at 4:00 p.m.

Item #1: Adoption of Minutes of the Meeting

Recommendation:

Council Member Freddie Gordon asked if anyone would like to make a motion that the minutes of the July 3, 2023 Public Enterprise Committee be approved.

Motion: Adopt July 3, 2023 PEC Meeting Minutes

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson

Opposed: None

Action: Motion adopted

Item #2: Staff Notes for Information Purposes Only Due to Lack of Quorum for August 1, 2023

Information purposes only. No action required.

Item #3: Budget Amendment for Water Resources Department – Construction Division Vehicle Replacement

Recommendation:

Staff recommends approval of a Budget Amendment to the Water and Sewer Fund to cover the increased cost for a replacement vehicle, and forward to City Council for consideration on the September 12, 2023 Consent agenda.

Presentation and Discussion:

Scott Clark, Director of Water Resources, said Water Resources had budgeted \$61,200 for a replacement of a Ford F250 4WD. Sourcewell identified a 2024 Chevrolet Silverado 2500HD 4WD Crew Cab as a

replacement, but that cost is now \$78,600. An additional \$17,400 budget amendment is needed to purchase the vehicle.

Motion: Approve Budget Amendment BA-2023-10 and forward to City Council for consideration on the September 12, 2023 Consent agenda.
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #4: 2023 Union County Critical Intersection Analysis – Intersection Selection

Recommendation:

Staff is requesting the Public Enterprise Committee to select an intersection for further analysis to be included in the future grant application with CRTPO.

Presentation and Discussion:

Sarah McAllister said that Council committed to the \$4,000 needed to fund the further evaluation of a critical intersection. She provided a list of the intersections and their traffic grown rates, as well as the total crashes over the last five years. There are four that lie in the City of Monroe. US 74 and 601 South are going to be studied by the state, and Rocky River and Old Charlotte Hwy are going to be part of the state railroad study. The two remaining that are in the City of Monroe are Bragg and Lancaster Ave, and Johnson and W Franklin. Staff requests Public Enterprise Committee to choose one intersection first.

Motion: Motion to choose Johnson and West Franklin intersection as the first to study.
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #5: Water Resources Department Maintenance Division Replacement Service Truck Contract Award

Recommendation:

Staff requests that Public Enterprises Committee approve sending this request to purchase a 2024 Chevrolet Silverado to City Council for approval. Staff requests that this item be placed on the Council consent agenda and authorize the City Manager to execute documents.

Presentation and Discussion:

Scott Clark said the funds were budgeted this year to replace the 2006 Sterling service truck. There was no response from Sourcwell through the formal bid process. Water Resources identified a vehicle at Rick Hendrick City Chevrolet which met all City specifications. The cost is \$105,207.81.

Motion: Motion to approve placing item on the consent agenda of the next Council

meeting, and authorize City Manager to execute documents.
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon,
Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #6: Request to Prohibit Vehicular Traffic on Spud Smith Street and Portion of Mason Street from Walkup Avenue to Spud Smith Street

Recommendation:

Staff requests that the Public Enterprise Committee concur with a request to prohibit vehicular traffic on Spud Smith Street and Mason Street between Walkup Avenue and Spud Smith Street. It is also recommended that at the City Council meeting on September 12, 2023 that City Council call for a Public Hearing to be held on October 10, 2023 to consider the request.

Presentation and Discussion:

Sarah McAllister stated the City of Monroe purchased the old Cooper Tools site and the property has remained vacant since 2021. It has become an area frequented by illegal dumping. Engineering, Planning, and Economic Development are recommending the City of Monroe close this to vehicular traffic in the area. The City owns all of the adjacent property to these streets with the exception of one property, and that property owner is in agreement with the proposed closure. To do this and in accordance with North Carolina General Statute 160A-300, City Council would need to call for a Public Hearing in October. Once the property sells, the City of Monroe would reopen the streets to traffic.

Motion: Motion to recommend at the City Council meeting on September 12, 2023 to call for a public hearing to be held on October 10, 2023 to consider the request to prohibit vehicular traffic on Spud Smith Street and Mason Street between Walkup and Spud Smith Street.
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #7: Natural Gas Asset Management Agreement Contract Award to Gas South, LLC

Recommendation:

Energy Services staff recommends that the Public Enterprise Committee approve sending the Asset Management Agreement (AMA) contract for Natural Gas Supply between the City of Monroe and Gas South, LLC to City Council for approval. Energy Services staff also request City Council authorizes the City Manager to execute the Asset Management Agreement (AMA) contract for Natural Gas Supply. Staff requests that this item is placed on the City Council consent agenda.

Presentation and Discussion:

Rob Miller introduced Darwin de los Santos and Drew Waravdecker from Energy Services. They

completed the RFP process for the AMA. Energy Services seeking approval for the contract to provide Asset Management Agreement for natural gas supply to Gas South LLC. Staff requests the City Manager be authorized to execute documents, this be placed on the City Council consent agenda. Public Enterprise was presented a power point display explaining how the AMA works.

Motion: Motion to send the item to City Council Consent agenda.
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #8: Vacant Property Acquisition on Walkup Avenue

Recommendation:

Staff requests the Public Enterprise Committee to approve the City Manager, City Attorney, and staff to negotiate with the responsible parties for the purchase of a vacant parcel along Walkup Avenue, and prepare a formal purchase offer for approval by City Council.

Presentation and Discussion:

Scott Clark said at the July 5, 2023 meeting, the Public Enterprise Committee had authorized the City Manager and the City Attorney to obtain an appraisal of the parcel that is for sale just passed the entrance to the Wastewater Treatment Plant. The appraisal was completed, and had a market value of \$59,000. Acquisition of the parcel would allow Water Resources additional access to the plant and could be utilized in further expansions. Staff is requesting Public Enterprise Committee input on whether to authorize the City Manager and City attorney to pursue purchase of the property.

Motion: Motion to pursue the purchase, based on the appraisal.
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item # 9: Resolution to Apply for Community Development Betterment Grant for Water Resources

Scott Clark introduced the next item. Water Resources has been working with finance and our grant writer Lisa Kerner. Lisa found a Community Block Development Grant for Infrastructure, which could be utilized working with our community development team for areas within the community that are distressed or underserved. And this grant funding would be essential in helping us provide services whether it be water main replacement, sewer line replacement rehab, or doing a condition assessment of our infrastructure in those areas. This grant requires a resolution to go before council before the City of Monroe can apply for the grant. Lisa Kerner said the deadline is October 2.

Motion: Motion to request the resolution go to City Council on September 12, 2023 for permission to apply for the grant

Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon,
Council Member Julie Thompson.
Opposed: None
Action: Motion adopted

Item #10: Other

Council Member Gordon asked if there was any other business to discuss. There was none.

Motion: Adjourn the Public Enterprise Committee meeting
Motion made by: Council Member James Kerr
Second: Council Member Freddie Gordon
Voting: **In Favor:** Council Member James Kerr, Council Member Freddie Gordon,
Council Member Julie Thompson.
Opposed: None
Action: Motion adopted

There being no further business, the meeting adjourned at 4:35 p.m.

Freddie Gordon, Chair

Next Meeting: October 3, 2023 at 4:00 p.m.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: October 3, 2023

FROM: Scott Clark, Water Resources Director

PREPARED BY: Scott Clark, Water Resources Director

SUBJECT: Budget Ordinance Amendment - Monroe Bypass – NCDOT Proj. 12-27

SUMMARY STATEMENT

The Public Enterprise Committee (PEC) is requested to approve capital project budget ordinance amendment BO-2023-10 for payment of NCDOT right-of-way encroachment utility relocations and betterments installed as part of the Monroe Bypass project.

REVIEW

As part of the NCDOT Design/Build Monroe Bypass project, utility relocations were required to eliminate horizontal and/or vertical conflicts with the roadway. Over \$2.9 million in total City water and sewer main relocations or betterments were required.

On July 19, 2016, for the purpose of completing the funding of the NCDOT Design/Build Monroe Bypass project utility relocation, City Council approved a capital project ordinance amendment BO-2016-12 for \$400,000, bringing the total capital project budget for WR12-27 to \$1,100,000.00.

The actual cost of the betterment work performed was \$712,438.23 (total betterment \$805,426.73 less boring and jacking work costs \$92,988.50). The agreed upon cost for the relocation work per the Design Build Utility Agreement signed July 26, 2016 was \$476,772.24. The actual betterment costs and the relocation costs total \$1,189,210.47.

Therefore, staff is recommending that a capital project budget ordinance amendment be provided for the value of \$89,210.47, bringing the total capital project budget for WR12-27 to \$1,189,210.47.

RECOMMENDATION

It is the recommendation of the Staff that the Public Enterprise Committee take the following action:

Approve the capital budget ordinance amendment for the value of \$89,210.47 be forwarded to City Council for consideration on the October 10, 2023 consent agenda.

Approve payment to North Carolina Department of Transportation in the amount of \$1,189,210.47, the total balance due on the Monroe Bypass Utility Relocation project and request to close the Agreement be forwarded to City Council for consideration on the October 10, 2023 consent agenda.

Attachment(s):
BO-2023-10
Detailed Invoice Dated 8/22/23
Design Build Utility Agreement Dated 4/26/16

Detailed Invoice Dated 8/22/23



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

July 15, 2022

WBS ELEMENT NO.: 34533.5.TA9
TIP NOS.: R-3329/R-2559
CONTRACT NO.: C202587
COUNTY: Union
DESCRIPTION: Water and Sewer Line Adjustments/Relocations on US 74 Bypass from US 74 Just East of I-485 Near Matthews and Stallings to US 74 Just East of Wingate and West of Marshville, Sections 2B and 2C

Memorandum To: Kay Lee
Lead Accountant

From: Brett Canipe, P. E.
Division Engineer

SUBJECT: Design Build Utility Agreement With City of Monroe
SAP Agreement No. 7398
Agreement ID No. 6107

The work covered under SAP Agreement No. 7398 has been completed. The actual cost of the betterment work performed, as shown on the attached billing detail, was \$805,426.73. However, \$92,988.50 will be deducted for boring and jacking work. This will be covered by the Department. Work was originally shown as open cut and the City of Monroe did not approve of the change. This results in betterment of \$712,438.23.

The agreed upon cost for the relocation work per the attached Design Build Utility Agreement was \$476,772.24.

Therefore, City of Monroe should be invoiced for the actual betterment costs and the relocation costs, a total amount of \$1,189,210.47; and the agreement should be closed.

If you have questions or need additional information, please feel free to contact me.

BDC/RWB/KKC
Attachments
cc: File

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 10 OFFICE
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Telephone: 704-983-4400
Fax: 704-982-3146
Customer Service: 1-877-368-4968

Website: ncdot.gov

Location:
NC DEPARTMENT OF TRANSPORTATION
DIVISION 10 OFFICE
716 WEST MAIN STREET
ALBEMARLE, NC 28001

Final Cost Details for City of Monroe Betterments:

UC-30 (along Willis Long Road)

249 LF of 18" steel encasement pipe for future use under L-line
65 LF of 18" steel encasement pipe for future use under SR9

estimated total cost w/ 10% contingency \$ 36,059.76

preliminary construction cost estimate \$ 31,086.00
actual construction cost \$ 31,086.00
design cost @ 6% \$ 1,865.16
total actual cost \$ 32,951.16

UC-50 (Olive Branch Road)

402 LF of 30" steel encasement pipe for future use under L-line

estimated total cost w/ 10% contingency \$ 76,942.80

preliminary construction cost estimate \$ 66,330.00

changes to original estimate (adds and/or deducts)

trench rock excavation	242	CY @	\$ 44.00	\$ 10,648.00	4/26-28/16
				actual construction cost	\$ 76,978.00
				design cost @ 6%	\$ 4,618.68
				total actual cost	\$ 81,596.68

UC-105 (Morgan Mill Road)

158 LF (+/-) 8" gravity sewer extension
138 LF (+/-) 16" steel encasement pipe

estimated total cost w/ 10% contingency \$ 28,416.52

preliminary construction cost estimate \$ 24,497.00

changes to original estimate (adds and/or deducts)

18" jack & bore (in rock) - sta 10+00 - S1-2C-UC105	58	LF @	\$ 1,512.50	\$ 87,725.00	1/8/16
upgrade 8"PVC to RJDIP (\$102.30-\$77.00)	158	LF @	\$ 25.30	\$ 3,997.40	CO#6
				actual construction cost	\$ 116,219.40
				design cost @ 6%	\$ 6,973.16
				total actual cost	\$ 123,192.56

UC-48, 104, 105, 106 & 107 (along Morgan Mill Rd)

estimated total cost w/ 10% contingency \$ 355,357.79

5,000 LF (+/-) of 8" water line relocation

preliminary construction cost estimate \$ 323,052.54

changes to original estimate (adds and/or deducts)

16" jack & bore - sta 43+50 - W1-2C-Y304	60	LF @	\$ 297.00	\$ 17,820.00	12/1/15	
16" jack & bore - sta 10+00 - W2-2C-Y304	40	LF @	\$ 297.00	\$ 11,880.00	12/8/15	
20" jack & bore (in rock) - sta 10+00 - W1-2C-Y304	40	LF @	\$ 1,512.50	\$ 60,500.00	1/7/16	
*** WATER METER (SIZE 1" or LESS)	3	EA @	\$ 1,353.03	\$ 4,059.09	20 meters	only 17 in estimate
1" or LESS - WATER SERVICE (TYPE K COPPER)	912	LF @	\$ 14.36	\$ 13,096.32	combined	between 12/3/15 & 3/4/16
2" ENCASEMENT PIPE (PVC)	861	LF @	\$ 16.50	\$ 14,206.50	combined	between 1/12/16 & 2/8/16
TRENCHLESS INSTALLATION OF 2" NOT IN SOIL	150	LF @	\$ 220.00	\$ 33,000.00	2/4/16	
upgrade 8"PVC to RJDIP (\$53.86-\$37.70)	1190	LF @	\$ 16.16	\$ 19,230.40	CO#1	between 12/1/15 & 1/20/16
ABC stone at Lee park Church	1.1	LS @	\$ 5,175.00	\$ 5,692.50	CO#4	1.1 LS to cover 10% OH&P
extra depth excavation at L-line prior to rough grading	1.1	LS @	\$ 8,685.00	\$ 9,553.50	CO#6	1.1 LS to cover 10% OH&P
lower an exisitng 1" water service	1.1	LS @	\$ 2,400.00	\$ 2,640.00	CO#9	1.1 LS to cover 10% OH&P
			actual construction cost		\$ 514,730.85	
			design cost @ 6%		n/a	
			total actual cost		\$ 514,730.85	

UC-93 (on Rocky River Rd near Secest Shortcut)

estimated total cost w/ 10% contingency \$ 30,060.24

277 LF of 8" gravity sewer extension S2-2B-Y204 (in original estimate)

preliminary construction cost estimate \$ 25,914.00

changes to original estimate (adds and/or deducts)

16" encasement pipe	60	LF @	\$ 70.00	\$ 4,200.00	7/12/19	
upgrade 8"PVC to RJDIP (\$102.30-\$77.00)	80	LF @	\$ 25.30	\$ 2,024.00	7/12/16	
16" jack & bore - sta 10+00 - S2-2B-Y204	60	LF @	\$ 297.00	\$ 17,820.00	7/12/16	
			actual construction cost		\$ 49,958.00	
			design cost @ 6%		\$ 2,997.48	
			total actual cost		\$ 52,955.48	
			total combined actual cost		\$ 805,426.73	

Design Build
Utility
Agreement
Dated
4/26/2016

NORTH CAROLINA
UNION COUNTY

DESIGN BUILD UTILITY AGREEMENT

DATE: 4/26/2016

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

Project: R-3329/R-2559

AND

WBS Elements: 34533.5.TA9

CITY OF MONROE

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Monroe, hereinafter referred to as the "Municipality";

WITNESSETH:

WHEREAS, the Department has prepared and adopted plans to make certain street and highway improvements under Project R-3329/R-2559, in Union County, said plans consists of US 74 Bypass from US 74 just east of I-485 near Matthews and Stallings to US 74 just east of Wingate and west of Marshville, Sections 2B and 2C; Union County, said project having a right-of-way width as shown on the project plans on file with the Department's office in Raleigh, North Carolina; and,

WHEREAS, the parties hereto wish to enter into an agreement for certain utility work to be performed by the Department's construction contractor with full reimbursement by the Municipality for the costs thereof as hereinafter set out.

NOW, THEREFORE, it is agreed as follows:

1. The Department shall place provisions in the construction contract for Project R-3329/R-2559 Union County, for the contractor to adjust and relocate water and sewer lines. Said work shall be accomplished in accordance with the cost estimates attached hereto as Exhibit "A" and the Utility Mapping Plans attached hereto as Exhibit "B".
2. The Municipality shall be responsible for the entire lump sum of cost for water and sewer line relocation and betterment as shown on Exhibit "A". The estimated cost to the Municipality is \$1,032,383.15, (as detailed in the TABLE below). The Municipality shall reimburse the Department for said costs as follows:

R-3329/R-2559 Monroe Bypass Utility Cost Estimates – City of Monroe		
	Relocation	Betterments
Section 2B	\$421,331.54	\$66,120.00
Section 2C	\$55,440.70	\$489,490.91
Subtotal	\$476,772.24	\$555,610.91
Total Estimated Cost	\$1,032,383.15	

- A. Upon completion of the highway work, the Department shall submit an invoice to the Municipality for a lump sum amount that will include \$476,772.24 for the relocation work plus the actual cost of the betterment work based on the bid prices for the actual quantities.
 - B. Reimbursement shall be made by the Municipality in one final payment within sixty (60) days of said invoice.
 - C. If the Municipality does not pay said invoice within sixty (60) days of the date of the invoice, the Department shall charge interest on any unpaid balance at a variable rate of the prime plus (1%) in accordance with G.S. 136-27.3.
 - D. Said interest rate shall be set upon final execution of the Agreement by the Department. The Municipality will be notified of the set interest rate by the Department's approval letter upon receipt of the fully executed agreement.
 - E. Any cost incurred due to additional utility work requested by the Municipality after award of the construction contract, shall be solely the responsibility of the Municipality. The Municipality shall reimburse the Department 100% of the additional utility cost.
3. In the event the Municipality fails for any reason to pay the Department in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to said Municipality by North Carolina General Statute, Section 136-41.1, until such time as the Department has received payment in full.
 4. Upon the satisfactory completion of the relocations and adjustments of the utility lines covered under this Agreement, the Municipality shall assume normal maintenance operations to the said utility lines. Upon completion of the construction of the highway project, the Municipality shall

release the Department from any and all claims for damages in connection with adjustments made to its utility lines; and, further, the Municipality shall release the Department of any future responsibility for the cost of maintenance to said utility lines. Said releases shall be deemed to be given by the Municipality upon completion of construction of the project and its acceptance by the Department from its contractor unless the Municipality notifies the Department, in writing, to the contrary prior to the Department's acceptance of the project.

5. It is further agreed that the following provisions shall apply regarding the utilities covered in this Agreement.
 - A. The Municipality obligates itself to service and to maintain its facilities to be retained and installed over and along the highway within the Department's right-of-way limits in accordance with the mandate of the North Carolina General Statutes and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.
 - B. If at any time the Department shall require the removal of or changes in the location of the encroaching facilities which are being relocated at the Municipality's expense, the Municipality binds itself, its successors and assigns, to promptly remove or alter said facilities, in order to conform to the said requirement (if applicable per G.S. 136-27.1), without any cost to the Department.
6. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Correction, Crime Control and Public Safety, Cultural Resources, Environment and Natural Resources, Health and Human Services, Juvenile Justice and Delinquency Prevention, Revenue, Transportation, and the Office of the Governor).
7. Pursuant to G.S. 147-86.59, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, is ineligible to contract with the State of North Carolina or any political subdivision of the State. The Iran Divestment Act of 2015, G.S. 147-86.55 et seq. requires that each vendor, prior to contracting with the State, certify that the contracting party meets the requirements of the Iran Disinvestment Act. The State Treasurer's Final Divestment List can be found on the State Treasurer's website at the address www.nctreasurer.com/Iran and will be updated every 180 days.
 - A. By execution of this AGREEMENT each Party certifies that neither it nor its Agents or Contactors/Subcontractors 1) are on the Final Divestment List of entities that the State

Treasurer has determined engages in investment activities in Iran; 2) shall not utilize on any contract with the State agency any subcontractor that is identified on the Final Divestment List; and 3) that the undersigned are authorized by the Parties to make this Certification.

- B. During the term of this AGREEMENT, should the Parties receive information that a person is in violation of the Act as stated above, the Department will offer the person an opportunity to respond and the Department will take action as appropriate and provided for by law, rule, or contract. Should this Act be voided by NC General Statute, this AGREEMENT will remain valid; however this certification will no longer be required.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF MONROE

BY: Bridgette H. Robinson

BY: [Signature]

TITLE: City Clerk

TITLE: City Manager

DATE: 7.26.16

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

Approved by the local governing body of the City of Monroe as attested to by the signature of

Bridgette H. Robinson, Clerk of said governing body on 7/26/2016 (Date)



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

[Signature]
(FINANCE OFFICER)

Federal Tax Identification Number

56-6001289

Remittance Address:

City of Monroe

P.O. Box 69

Monroe, NC 28111-0069

DEPARTMENT OF TRANSPORTATION

BY: [Signature]
(CHIEF ENGINEER)

DATE: 9/19/16

APPROVED BY BOARD OF TRANSPORTATION ITEM O: 9-8-2016 (Date)

EXHIBIT A

City of Monroe Betterment Cost Estimates

Description of Work	UOM	unit price	Segment 2B				Segment 2C							
			sheet UC-30		sheet UC-93		sheet UC-40		sheets UC-48, 104, 105, 106 & 107		sheet UC-50		sheet UC-105	
			qty	cost	qty	cost	qty	cost	qty	cost	qty	cost	qty	cost
2" WATER LINE (PVC SDR 13.5)	LF	\$28.60		\$0.00		\$0.00		\$0.00	217	\$6,206.20		\$0.00		\$0.00
8" WATER LINE (C-900 PVC DR14 & DR18)	LF	\$37.70		\$0.00		\$0.00		\$0.00	4,980	\$187,742.02		\$0.00		\$0.00
8" VALVE	EA	\$1,237.50		\$0.00		\$0.00		\$0.00	8	\$9,900.00		\$0.00		\$0.00
1" AIR RELEASE VALVE	EA	\$4,730.00		\$0.00		\$0.00		\$0.00	2	\$9,460.00		\$0.00		\$0.00
2" BLOW OFF	EA	\$1,210.00		\$0.00		\$0.00		\$0.00	1	\$1,210.00		\$0.00		\$0.00
*** WATER METER (SIZE 1" or LESS)	EA	\$1,353.03		\$0.00		\$0.00		\$0.00	17	\$23,001.51		\$0.00		\$0.00
FIRE HYDRANT (INCL 6" PIPE)	EA	\$4,015.00		\$0.00		\$0.00		\$0.00	5	\$20,075.00		\$0.00		\$0.00
8" SANITARY GRAVITY SEWER (PVC SDR35 & SDR26)	LF	\$77.00		\$0.00	277	\$21,329.00		\$0.00		\$0.00		\$0.00	158	\$12,166.00
Generic Item - tie into existing manhole	EA	\$350.00		\$0.00	1	\$350.00		\$0.00		\$0.00		\$0.00		\$0.00
4' DIA UTILITY MANHOLE (0' - 6')	EA	\$1,705.00		\$0.00	2	\$3,410.00		\$0.00		\$0.00		\$0.00		\$0.00
UTILITY MANHOLE WALL, 4' DIA	VF	\$137.50		\$0.00	6	\$825.00		\$0.00		\$0.00		\$0.00	1	\$1,705.00
ABANDON 8" UTILITY PIPE	LF	\$4.73		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
REMOVE WATER METER	EA	\$110.00		\$0.00		\$0.00		\$0.00	4,597	\$21,743.81		\$0.00		\$0.00
REMOVE FIRE HYDRANT	EA	\$550.00		\$0.00		\$0.00		\$0.00	21	\$2,310.00		\$0.00		\$0.00
16" ENCASEMENT PIPE	LF	\$77.00		\$0.00		\$0.00		\$0.00	5	\$2,750.00		\$0.00		\$0.00
18" ENCASEMENT PIPE (0.250" THK)	LF	\$99.00	314	\$31,086.00		\$0.00		\$0.00	502	\$38,654.00		\$0.00	138	\$10,626.00
24" ENCASEMENT PIPE (0.344" THK)	LF	\$121.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00
30" ENCASEMENT PIPE	LF	\$165.00		\$0.00		\$0.00	205	\$24,805.00		\$0.00		\$0.00		\$0.00
Construction Cost				\$31,086.00		\$25,914.00		\$24,805.00		\$323,052.54		\$66,330.00		\$24,497.00
Design Cost @ 6%				\$1,865.16		\$1,554.84		\$1,488.30		n/a		\$3,979.80		\$1,469.82
Contingency @ 10%				\$3,108.60		\$2,591.40		\$2,480.50		\$32,305.25		\$6,633.00		\$2,449.70
Estimated Betterment Cost				\$36,059.76		\$30,060.24		\$28,773.80		\$355,357.79		\$76,942.80		\$28,416.52

Total Combined Estimated Betterment Cost \$555,610.91

Description of Betterments:

UC-30 (along Willis Long Road) 249 LF of 18" steel encasement pipe for future use under L-line
65 LF of 18" steel encasement pipe for future use under SRS

UC-93 (on Rocky River Rd near Secret Shortcut) 8" gravity sewer extension

UC-40 (Maple Hill Road) 205 LF of 24" steel encasement pipe for future use under L-line

UC-48, 104, 105, 106 & 107 (along Morgan Mill Rd) 5,000 LF (+/-) of 8" water line relocation

UC-50 (Olive Branch Road) 402 LF of 30" steel encasement pipe for future use under L-line

UC-105 (Morgan Mill Road sta 16+25) 8" gravity sewer extension

R3329_R2559 MONROE BYPASS UTILITY ESTIMATES SECTION 2B- CITY OF MONROE RELOCATION COST

EXHIBIT A

	UC-28	UC-30	UC-34	UC-35	UC-93	UC-94	Total	UNIT COST	TOTAL COST
2" WATER LINE				807	394		1201 LF	\$28.60	\$34,348.60
8" WATER LINE	2424				1172	914	4510 LF	\$37.70	\$170,027.00
2" VALVE					1		1 EA	\$500.00	\$500.00
6" VALVE	2						2 EA	\$852.50	\$1,705.00
8" VALVE	2				2	3	7 EA	\$1,237.50	\$8,662.50
8" TAPPING VALVE					1		1 EA	\$3,000.00	\$3,000.00
1" AIR RELEASE VALVE	2						2 EA	\$4,730.00	\$9,460.00
2" BLOW OFF					1		1 EA	\$1,210.00	\$1,210.00
1" WATER METER	1				6	4	11 EA	\$1,353.03	\$14,883.33
FIRE HYDRANT	1				2		3 EA	\$4,015.00	\$12,045.00
GENERIC UTILITY ITEM - 12" DI PLUG					1		1 EA	\$1,500.00	\$1,500.00
GENERIC UTILITY ITEM - REMOVE AIR RELEASE VALVE & MH	1						1 EA	\$560.00	\$560.00
6" FORCE MAIN SEWER	1094	*			479	* 95	1668 LF	\$40.00	\$66,720.00
ABANDON 6" UTILITY PIPE	976	*			465	* 71	1512 LF	\$2.66	\$4,021.92
ABANDON 8" UTILITY PIPE	2275				793	615	3683 LF	\$4.73	\$17,420.59
ABANDON 12" UTILITY PIPE					22		22 LF	\$10.63	\$233.86
REMOVE WATER METER				1	8	3	12 EA	\$110.00	\$1,320.00
REMOVE FIRE HYDRANT	1				2		3 EA	\$550.00	\$1,650.00
REMOVE UTILITY MANHOLE	3						3 EA	\$560.00	\$1,680.00
6" ENCASEMENT PIPE				228			228 LF	\$29.00	\$6,612.00
12" ENCASEMENT PIPE	118	*					118 LF	\$58.00	\$6,844.00
16" ENCASEMENT PIPE	237					97	334 LF	\$77.00	\$25,718.00

*City of Monroe cost responsibility per letter dated April 7, 2016

Construction Cost \$390,121.80
 Design Cost @8% \$31,209.74
 Total \$421,331.54

R3329_R2559 MONROE BYPASS UTILITY ESTIMATE SECTION 2C
CITY OF MONROE COST

	UC-40	UC-103	Total		UNIT COST	TOTAL COST
8" WATER LINE	416	249	665	LF	\$37.70	\$25,070.50
8" VALVE	1		1	EA	\$1,237.50	\$1,237.50
FIRE HYDRANT	1		1	EA	\$4,015.00	\$4,015.00
ABANDON 8" UTILITY PIPE	79	247	326	LF	\$4.73	\$1,541.98
REMOVE WATER METER	1		1	EA	\$110.00	\$110.00
REMOVE FIRE HYDRANT	1		1	EA	\$550.00	\$550.00
REMOVE UTILITY MANHOLE	1		1	EA	\$560.00	\$560.00
16" ENCASEMENT PIPE	237		237	LF	\$77.00	\$18,249.00
Construction Cost						\$51,333.98
Design Cost @ 8%						\$4,106.72
Total						\$55,440.70

EXHIBIT A

**CAPITAL PROJECT BUDGET ORDINANCE
MONROE BYPASS UTILITY RELOCATIONS
BO-2023-10**

WHEREAS, the City desires to provide reliable water and sewer service to its residents and for economic development; and

WHEREAS, the Monroe Bypass was a long awaited transportation improvement desired by the City of Monroe; and

WHEREAS, the City is obligated to pay for certain utility cost as part of previous encroachment and/or utility agreements.

WHEREAS, the City Council approved BO-2016-12 on July 19, 2016 in the amount of \$400,000 bringing the total project budget to \$1,100,000.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe establishes the capital project budget for the project entitled Monroe Bypass Utility Relocations and appropriates the following revenues and expenses:

Water and Sewer Fund:

Revenue:

Appropriation of Fund Balance	\$89,210
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Expense:

Transfer to Water/Sewer Capital Project Fund	\$89,210
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Water and Sewer Capital Project Fund:

Revenue:

Transfer from Water and Sewer Fund	\$89,210
------------------------------------	----------

Expense:

Project Costs	\$89,210
---------------	----------

Adopted this 10th day of October, 2023.

Attest:

Marion L. Holloway, Jr., Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: October 3, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering & Construction Manager

SUBJECT: Contract Award – John Glenn WTP Treatment Basin #3 Coating Project

SUMMARY STATEMENT

The PEC is requested to consider a contract award to replace protective coatings for John Glenn WTP treatment basin #3.

REVIEW

The City's John Glenn Water Treatment Plant (WTP) has multiple large treatment basins needed to purify water for City customers. Due to the treatment process chemicals used, and pH of the water, protective coatings are needed on the concrete structures that come in contact with the water being treated. The basins were last coated over 20 years ago, and the coatings systems have begun to fail. It is imperative to replace the coatings to protect and extend the useful life of the basin concrete. The first and second phase of the project replaced coatings on treatment basin #1 and basin #2, the third phase of the project is to replace coatings on treatment basin #3.

The Water Resources Department solicited formal bid proposals for this project. The following bids were received on September 8, 2023.

<u>Contractor</u>	<u>Amount</u>
Saffo Contractors	\$641,250
Crom Coatings & Restorations	\$888,555
Carolina Management Team	\$1,043,630

Saffo Contractors was identified as the lowest responsive-responsible bidder. Funds, in the amount of \$850,000 was budgeted for the basin coating project and are available as part of the operations budget for the Water Resources Department, John Glen WTP.

RECOMMENDATION

It is the recommendation of Staff that Public Enterprise Committee take the following action:

Staff recommends the award of a contract for the John Glenn WTP Treatment Basin #3 Coating Project to Saffo Contractors, Inc. in the amount of \$641,250.00, authorize a 5% project contingency, authorize the City Manager to execute the necessary agreements and recommends forwarding to City Council for consideration on the October 10, 2023 consent agenda.

Attachments:

Contract for Lining Rehabilitation of Domestic Water Distribution Main

CONTRACT FOR JOHN GLENN WTP, TREATMENT BASIN PROTECTIVE COATING PROJECT

This Contract is made and entered into as of the ____ day of _____, 20____, by the City of Monroe (“City”) and Saffo Contractors, Inc. (“Contractor”), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of _____.

Section 1. **Background and Purpose.** The city desires to remove and replace the water treatment basin protective coatings at the John Glenn WTP. All work shall be completed in accordance with the contract documents, designed to provide a fully functional protective coating system.

Section 2. **Services and Scope to be Performed.** The Contractor shall provide all the needed labor, equipment, and materials to provide a fully functional water treatment basin protective coating system. Work shall consist of the removal and replacement of the protective coatings in the WTP Basins, including all related work, in accordance with the contract document. Also included is the installation of new stairs at two (2) locations around the WTP Basins. In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: Upon successful completion of the treatment basin protective coating system an amount not to exceed \$641,250.00. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section.

Section 5. **Contractor’s Billings to City.** Contractor shall submit an original pay request to the City construction inspector or project manager. It is suggested the Contractor superintendent meet with the City’s construction inspector or manager prior to submitting the pay request to verify quantities of work completed, materials, and values. The pay request shall contain the

following items, all submitted on City forms (digital forms are available upon request):

- a. Recommendation for payment – all fields complete including history of change orders as appropriate;
- b. Affidavit and Lien Waiver or Release – Notarized original with all fields complete;
- c. Tax Statement and Certification – Notarized original with all fields complete;
- d. Tax Table listing itemized invoices and showing county where tax was paid. Include copies of invoices that are itemized in the tax table. Submit notarized originals. If claiming no tax for the period, submit the statement and certification with table and note “no sales tax for this period” on the form.

Upon receipt of the above the City will verify the amounts and if all of the forms are correct and the amounts correct, the Contractor can expect payment within 15 days. For final payment after acceptance of the work by the City, submit an official pay request as outlined above. In addition, the request shall include an Affidavit of Final Payment (notarized original with all fields complete), and a Consent of Surety to Final Payment (notarized original with all fields complete) if applicable.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

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

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor’s agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to

provide such notice, Contractor 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 contractor 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.” Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City’s rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Performance and Payment Bonds containing _____ page (s).

Attachment B: Contractor Insurance containing _____ page (s).

Attachment C: Project Special Provision containing 7 pages.

Attachment D: Project Technical Specification containing 41 pages.

Attachment E: Project overview drawings 3 sheets.

Attachment F: Stair Installation sketches 6 sheets.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any

attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Richard Riser, P.E.
City of Monroe
2401 Walkup Ave.
Monroe, NC 28110

704-282-4646

rriser@monroenc.org

(By United States Postal
Service):

Richard Riser, P.E.
City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 290-1818

To the Contractor:

Avery N. Saffo
Saffo Contractors, Inc.
3235 Kitty Hawk Rd.
Wilmington, NC 28405
O 910-371-9499
M 910-777-9040

avery@saffocontractors.com

- b. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Section 10. **Indemnification.** To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection

with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop,

limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out of this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state

all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
- k. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

IN WITNESS WHEREOF, the City of Monroe and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers.

CITY OF MONROE

CONTRACTOR:
Saffo Contractors, Inc.

BY: _____
 () _____, Department Head
 () William Mark Watson, City Manager

BY: _____
☐ President, ☐ CEO,
☐ Partner, ☐ Owner
☐ Other: _____

ATTEST:

Secretary

(CORPORATE SEAL)

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

Finance Officer: _____
Lisa Strickland

DATE: _____



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: October 3, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering Manager

SUBJECT: Lead and Copper Rule Revision (LCRR) and Lead and Copper Rule Improvements (LCRI) Compliance Assistance

SUMMARY STATEMENT

PEC is requested to consider an engineering services contract for assistance in compliance with the USEPA & NCDEQ requirements associated with the LCRR and pending LCRI as well as a budget amendment to the Water Resources Fund.

REVIEW

The City of Monroe has a population of approximately 35,523 residents, served by 15,136 water service laterals (domestic, irrigation, fire line, process) of which 5,495 are known not to be LSL. It can be expected that varying types of materials have been used over the historical course of utility operations within the City's service area. The USEPA's Lead and Copper Rule Revision could significantly impact utility operations. The City of Monroe requested qualifications packages from consultants to assist with the development and implementation of a compliance program for the Lead and Copper Rule Revision over the next three (3) years. There were six (6) consultants that provided qualifications packages. The consultant selected is Garver.

It is anticipated that the Garver will be responsible for the following tasks:

- Lead Service Lateral (LSL) Inventory
- Define Lead Service Lateral Replacement Program Requirements

- Sampling Monitoring Program
- Public Education and Outreach Program
- Technical Implementation and Support

Requirements stipulate that certain components of the LCRR be completed by October 16, 2024.

Staff has negotiated with Garver to perform the required services. The total not-to-exceed cost has been established as \$304,406.00. Staff feels this is reasonable based upon the uniqueness and complexity of the undertaking.

Funds for the undertaking to be appropriated via budget amendment BA-2023-23 through the Water Resources fund balance.

RECOMMENDATION

It is the recommendation of Staff that the PEC take the following action:

Water Resources staff request the Public Enterprise Committee approval for the budget amendment and LCRR Assistance contract to Garver be placed on the regular consent agenda for the October 10th, 2023 Regular Council Meeting.

Further to authorize the City Manager to sign all items related to the contract.

Attachments:

City of Monroe Budget Amendment BA-2023-23
Contract for Engineering Services for Lead and Copper Rule Compliance
Assistance.

CITY OF MONROE
BUDGET AMENDMENT
BA-2023-23

1. Amendment necessary to appropriate \$304,406 for contract to aid the City in meeting requirements of the EPA Lead and Copper Rule Revision (LCRR) as well as the Lead and Copper Rule Improvements (LCRI).

Water & Sewer Fund:

Revenues:	
Appropriation of Fund Balance	\$304,460
Expenses:	
Distribution System	\$304,460

Adopted this 10th day of October 2023.

Marion Holloway, Mayor

Attest:

Bridgette H. Robinson, City Clerk

BA-2023-23

**CONTRACT FOR ENGINEERING SERVICES
FOR
LEAD AND COPPER RULE REVISION COMPLIANCE ASSISTANCE**

This Contract is made and entered into as of the ____ day of _____, 20____, by the City of Monroe (“City”) and Garver, LLC. (“Contractor”), a limited liability company; organized and existing under the laws of the State of Arkansas.

Section 1. **Background and Purpose.** This agreement allows the Contractor to provide technical consultation services related to aiding the City of Monroe in meeting requirements of the EPA Lead and Copper Rule Revision (LCRR) as well as the Lead and Copper Rule Improvements ((LCRI).

Section 2. **Services and Scope to be Performed.** The Contractor shall provide technical and professional services as required to assist the City of Monroe in meeting the requirements of the LCRR and LCRI. Those services include assistance with the Service lateral inventory, with developing a service lateral replacement plan, with developing sampling plans and protocols, with development of public education and outreach and with technical implementation of the components required by the LCRR and LCRI. The services are further detailed in Attachment A Garver Scope of Services City of Monroe Lead and Copper Rule Assistance.

In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Notwithstanding anything in this contract to the contrary, Contractor shall exercise that degree of care that engineers of ordinary skill and prudence would exercise under similar circumstances (“Standard of Care”).

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as follows: Total compensation shall be a not to exceed value of \$304,406.00. Payment shall be based upon the percent of completion of a particular task outlined in Attachment A. The City shall not be obligated to pay the Contractor any payments, fees,

expenses, or compensation other than those authorized by this section.

Section 5. **Contractor's Billings to City.** Contractor shall submit an original invoice to the Accounting Division at the City of Monroe. Contractors can expect payment within 30 days.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>COVERAGE</u>	<u>MINIMUM LIMITS</u>
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

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor 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 contractor 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." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7. **Performance of Work by City.** If the Contractor fails to perform the Work

in accordance with the schedule referred to in Section 2 above, the City may, in its discretion, in order to bring the project closer to schedule, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Attachment A: Garver Scope of Services and Fee Summary containing
7 pages(s).

Attachment B: Certificate of Insurance containing _____page(s).

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment which materially alters the standard terms contained herein must be reviewed pursuant to the City's Contract Review Procedure.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City: _____ To the Contractor: _____

Richard Riser, P.E.
City of Monroe Ops Center
2401 Walkup Ave.
Monroe, NC 28110
e-mail:
rriser@monroenc.org

ph: 704-282-4646

*(By United States Postal
Service):*

Richard Riser, P.E.
City of Monroe

P.O. Box 69
Monroe, NC 28111-0069

Larry P. (Rusty) Campbell
Garver
10735 David Taylor Drive
Suite 130
Charlotte, NC 28262

e-mail:
rpcampbell@garverusa.com

ph office: 704-860-7340

- b. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Section 10. Indemnification. To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this

section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. E-Verify Requirement. The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. Miscellaneous.

- a. Choice of Law and Forum. This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Union County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.
- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that

arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
 - (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
- j. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall

be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

- k. **Modifications, Entire Agreement.** A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

Attachment A
Garver Scope of Services
and
Fee Summary



SCOPE OF SERVICES

City of Monroe Lead and Copper Rule Assistance

Background

The City of Monroe, North Carolina ("City") selected Garver to assist with preparations for compliance with the Lead and Copper Rule Revisions (LCRR). These services will be phased based on the regulatory timeframe, i.e., the LCRR compliance date of October 16, 2024, and will be responsive to regulatory changes introduced by the Lead and Copper Rule Improvements (LCRI), which is currently in development.

Generally, Garver will provide technical guidance to the City related to:

- Service lateral inventory (SLI)
- Service lateral replacement plan
- Sampling plans and protocols
- Public education and outreach
- Technical implementation and support

Assumptions

The scope of work was developed based on the following assumptions:

- The draft LCRI will be released by the United States Environmental Protection Agency (EPA) by late 2023. The North Carolina Department of Environmental Quality (NCDEQ) will be releasing regulations and guidance between 2023 and 2024. Each task will be completed based on the information available from the EPA and NCDEQ between the notice to proceed and submittal deadline.
- The City has begun developing a service line inventory by reviewing relevant records.
 - The City has records from recent meter replacements and will compile the records for review.
- The City will provide:
 - Updates on the service line inventory as it is populated,
 - Standard operating procedures for service line replacements,
 - A list of existing tap sampling sites for Lead and Copper Rule (LCR) compliance,
 - Existing sampling protocol for LCR tap sampling, if different from the NCDEQ standard,
 - Existing communications materials for LCR compliance, and
 - Input on personnel hours required to complete system operation and regulatory compliance tasks.



Scope of Services

The following scope describes the services for each task to be provided by Garver for the project.

A. Task 100 – Project Management

1. Garver will facilitate a kick-off meeting with the City to discuss project objectives, internal and external team, lines of communication, and schedule.
2. Garver will prepare a Project Management Plan and Quality Control Plan for project documentation and establishing reviews for each deliverable.
3. Garver will prepare and provide monthly invoices to the City.
4. Garver will provide monthly progress updates to support each invoice.
5. Garver will facilitate internal team communication and coordination.
6. Garver will facilitate ongoing communication and coordination with the City.

B. Task 200– Service Lateral Inventory Development Assistance

1. Garver will develop an online GIS database for the City's SLI.
 - a. This cloud-based system will allow internal City and designated 3rd party users to view by location, input material data for private and public sides of the service laterals and allow users to view results in a map.
 - b. Garver will assist the City in setting up electronic customer surveys to obtain service line classifications from customers.
 - c. Garver will set up an electronic form for field data collection. This form will be used by the City's field staff to record service line materials as they are encountered in the field, with the ability for field teams to input material data, including photos directly into the system via a mobile device.
2. Garver will provide data "clean up" support by reviewing and organizing historical data, such as as-builts, age of structures, subdivision plat dates, age of water mains, building permits, and work orders. Up to two (2) Garver staff will meet with the City to view source materials available at the City's facilities. Up to two (2) eight-hour in-person meetings are expected.
3. Garver will review existing City records to determine which locations in the City's service area are most likely to have lead service laterals.
4. Garver will assist the City in developing a strategy for identifying and validating service lateral materials using routine and emergency maintenance activities and targeted materials inspections.
5. Garver will develop a field inspection protocol and train City staff to physically verify the material of water service laterals. City staff will conduct field inspections and any supporting mechanical or vacuum excavations.
6. Garver will use data provided by the City to develop a predictive model to provide likely classifications of service lines of unknown material and identify locations in the City's service area that are most likely to have LSLs. Possible inputs to the model are expected to include



structure build dates, subdivision or development, service line size, water main material, water main installation date, results from physical inspections, and other available data. The level of confidence achieved by the modeling will be related to the amount and reliability of available inputs.

- a. A predictive model will be based on IF/THEN statements for a subset of the service line inventory data if relatively little data is available; machine learning algorithms may be used if more than six (6) possible reliable inputs are available.
 - b. The predictive model will be validated and retrained using additional service line inventory data.
 - c. The validated model will be applied to the unknown service line materials to provide "likely" classifications.
7. Garver will provide a web-based map of service lateral data to be made available to the public on City of Monroe website.
 8. Garver will provide training and documentation to City staff for uploading, revising, and maintaining the web-based map. Up to two (2) Garver staff will attend two (2) one-hour meetings to review the web-based map and train City staff on maintenance of the map.
 9. Garver will provide training to City staff for the on-going management of the SLI. Up to three (3) Garver staff will attend four (4) one-hour meetings to discuss any new service line documentation obtained by the City and train City staff on use of the database.
 10. Garver will develop a Service Lateral Inventory Development Technical Memorandum (TM) of Task 200 activities to document the actions taken to comply with the LCRR and facilitate one (1) virtual workshop to discuss findings from the Service Lateral Inventory Development TM.

C. Task 300 – Define Lead Service Lateral Replacement Program Requirements

1. Garver will develop lead service lateral replacement program requirements for the City with consideration given to the rate of replacement required under the USEPA's new LCRR and LCRI, including a listing of best practices for implementation of the replacement program. Based on LCRR requirements, the plan is expected to include:
 - a. A strategy for determining the composition of service lines of unknown material,
 - b. A procedure for conducting full lead service line replacements,
 - c. A strategy for informing customers before full and partial lead service line replacements,
 - d. A lead service line replacement goal rate recommended by the system in the event of a lead trigger level exceedance,
 - e. A prioritization strategy for completing lead service line replacements, and
 - f. A funding strategy for conducting lead service line replacements that considers ways to accommodate customers that are unable to pay to replace the portion that they own.
2. Garver will develop a strategy and framework to prioritize replacement of lead service laterals.



3. Garver will outline requirements for tracking service lateral replacement progress and associated reporting.
4. Garver will identify required public communication measures as a part of the replacement program and develop a strategy for tracking resident communications.
5. Garver will develop a Lead Service Lateral Replacement Program TM to document the actions taken to comply with the LCRR.
 - a. Garver will submit the plan in draft and final versions. Quality reviews of the plan will be conducted per the Project Management Plan. LCRR and LCRI requirements will be based on the EPA and NCDEQ regulations and guidance documents available.
 - b. Garver will facilitate one (1) virtual workshop to discuss the draft TM and receive City feedback.
 - c. Garver will provide one virtual or in-person City staff training session (up to four (4) hours in duration) for implementation of the new program.
6. Garver will prepare the replacement program for submittal to NCDEQ.

D. Task 400 – Sampling Monitoring Program

1. Garver will create a database to track samples required for the LCRR and LCRI.
2. Garver will review and recommend adjustments to tier sites within City of Monroe sampling plan to follow the LCRR and LCRI.
3. Garver will review the City's 2022 Lead and Copper sampling event and make recommendations to update tap sampling plans for the City based on the LCRR and LCRI.
4. Garver will review the City's planned approach to developing and maintaining a list of schools and licensed child-care facilities and assist the City in identifying schools and daycare facilities that need to be sampled.
5. Garver will develop a strategy to address school and childcare facility sampling for both the LCRR and LCRI standard requirements, and EPA 3Ts standard requirements.
6. Garver will develop a SOP to track fixture level sampling and remediation data if a school or daycare requests all fixtures to be sampled.
7. Garver will develop a resident communications database for City use, to track notifications (i.e., letters, phone calls) to residents, regulatory agencies, etc.
8. Garver will develop a SOP for reporting results to customers and primacy agencies within EPA's required time frames depending on the results obtained.
9. Garver will create a database to order, track, and ship sampling kits.
10. Garver will develop a SOP to import and export data from alternate City of Monroe software systems like Lucity, City Works, Munis, GIS, and/or Billing.
11. Garver will review the City's current corrosion control program and make recommendations for any needed revisions to the program to maintain compliance with the revised rule.



12. Garver will facilitate one (1) virtual workshop to discuss the draft sampling plans and review of corrosion control treatment and receive City feedback.
13. Garver will provide one virtual or in-person City staff training session (up to four hours in duration) for implementation of the new plans and protocols.

E. Task 500 – Public Education and Outreach

1. Garver will assist the City in developing a public education and outreach plan to meet EPA customer notification requirements. The plan will include flow charts showing the communications required, format for distribution of materials, and timeline for distribution of materials. The plan will be submitted as draft and final documents.
2. Garver will develop a SOP for providing the required notification for City of Monroe to utilize (individual customer and entire water system as required in the Rule Revisions).
3. Garver will assist the City in the development of outreach, educational, and promotional materials for each phase of the City's Compliance Program (i.e., inventory, replacement, sampling, etc.).
 - a. It is expected that EPA, NCDEQ, and AWWA will provide templates for many of the required communications that can be filled out by City staff. Garver will develop up to ten (10) additional 1-page (front and back) or 1-doorhanger-type communications materials to either customize templates developed by others or for materials with no EPA, NCDEQ, or AWWA templates. Communications materials will be provided in English and in Spanish. The communications materials will be submitted as draft and final documents.
 - b. Garver will facilitate one (1) virtual workshop to discuss the draft communications plan and materials and receive City feedback.
 - c. Garver will provide one virtual or in-person City staff training session (up to four hours in duration) for implementation of the new communications plan and materials.
4. Garver will assist the City in the development of a program to provide training for school and daycares to collect samples.
5. Garver will identify requirements and strategy for distributing and tracking pitchers/filters when lead laterals are identified and replaced or laterals are disturbed, as required by the LCRR and new LCRI.
6. Garver will assist the City in selecting the appropriate pitcher/filter provider, including identifying product specifications and requirements, development of the RFP, and reviewing proposals.
7. Garver will develop a program and/or procedure for implementation by the City to notify residents that may have lead service laterals, to include a way to track and provide any required materials (i.e., pitchers, filters, etc.).

F. Task 600 – Technical Implementation and Support

1. Garver will provide the City with a LCRR data management solution including a tracking compliance database.
2. Garver will provide one virtual or in-person City staff training session (up to four hours in



duration) on use and maintenance of the data management solution.

3. Garver will provide up to forty (40) hours of technical support to the City in the use of the data management solution. Technical support will be provided through the Garver's LCRR compliance support team.
4. Garver will provide a schedule for training City operational and technical staff to adequately use the features of the systems design to meet City of Monroe needs.
5. Garver will provide documentation that the City will retain ownership of the data collected and a clear description of how City of Monroe would be able to acquire and take over managing the data should City of Monroe choose to discontinue services.
6. Garver will identify funding sources (Federal and/or State) to assist with implementing the various requirements and/or programs of the revised LCR, and assist the City in applying for such funds through loan and/or grant applications, etc.
7. Garver will identify funding sources (Federal and/or State) to assist private property owners with replacement of their service laterals. Garver will assist the City in applying for such funds through loan and/or grant applications, etc.
8. Garver will coordinate with the EPA and/or State for interpreting requirements, review of data, etc. and assist the City in addressing comments from the EPA and/or State on submitted data, etc.

Additional Services

Additional Services will be authorized by the City as requested and per the contract terms.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

1. Physical inspection of service lines including but not limited to excavation and hydro-vacuum.
2. Digitization of handwritten data for the service line inventory.
3. Sampling or water quality analyses.
4. Development of a list of schools and licensed child-care facilities.
5. Development of communications materials beyond those identified herein.
6. Estimation of labor costs for City staff.
7. Design services of any kind.
8. Submittals or deliverables in addition to those listed herein.

Appendix B

City of Monroe, NC Lead and Copper Rule Revision Compliance Program

FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 100 PROJECT MANAGEMENT	\$ 23,560.00
TASK 200 LEAD SERVICE LATERAL (LSL) INVENTORY	\$ 108,692.00
TASK 300 DEFINE LEAD SERVICE LATERAL REPLACEMENT PROGRAM	\$ 23,290.00
TASK 400 SAMPLING MONITORING PROGRAM	\$ 50,706.00
TASK 500 PUBLIC EDUCATION AND OUTREACH PROGRAM	\$ 34,146.00
TASK 600 TECHNICAL IMPLEMENTATION AND SUPPORT	\$ 64,012.00
Subtotal for Basic Services Section	\$ 304,406.00
Additional Services Section	Estimated Fees
N/A	\$ -
Subtotal for Additional Services Section	\$ -
Total All Services	\$ 304,406.00

Fee Type: LUMP SUM

Attachment B
Certificate of Insurance



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: October 3, 2023

FROM: Scott Clark, Director of Water Resources

PREPARED BY: Scott Clark, Director of Water Resources

SUBJECT: Outside City Service Request

SUMMARY STATEMENT

Public Enterprise Committee (PEC) is requested to consider an outside City service request as described below.

REVIEW

Water Resources (WR) Department Staff has received a request for outside City services as shown on the attached exhibit (3 pages) and as follows:

Jason Shulenberger is requesting water service for a new single family home at 634 Deese Rd.

All outside City service requests require both City Council approval, and Union County Board of Commissioner (UCBC) approval pursuant to City Ordinances and the Water and Sewer Master Agreement with Union County. The UCBC approved this request at their August 14th, 2023 meeting.

As a matter of policy, outside city water and sewer customers pay double tap fees and double monthly customer base charges on their City accounts.

RECOMMENDATION

It is the recommendation of WR Staff that Public Enterprise Committee take the following action:

Approve the request for outside City water service to the single family home at 634 Deese Road and forward to City Council for approval on the October 10, 2023 consent agenda.

Attachment(s):



Out of City Limits
WATER AND/OR SEWER SERVICE REQUEST
Operations Center 704-282-4601

Applicant Name: Jason Shulenberger

Email address: Jshulenberger@carolina.rr.com Phone number: 7043201512

Property Address: 634 Deese Rd. Monroe

Tax Map Parcel Number 09-177-027Y - Parcel Size (Acres) 1.62

☒ **Water Service**

Request for Water Service is being submitted for the following reason(s).

☒ **New Construction**

☐ **Existing Well Failure.** Provide brief description: _____

☐ **Sewer Service**

Request for Sewer Service is being submitted for the following reason(s).

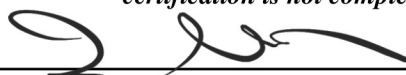
☐ **New Construction**

☐ **Existing Septic System Failure**

Out of City Limits - Water and Sewer Service Terms and Conditions

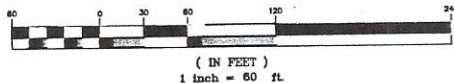
- All requests are subject to Union County Commission and City of Monroe Council approval.
- The Property Owner shall comply with the City of Monroe Water and/or Sewer Ordinances.
- An evaluation of voluntary annexation will be conducted.
- Property Owner shall pay the appropriate tap and capacity fees for outside City customers based on the prevailing fee schedule and will be required to set up an account with the City of Monroe Customer Service Department.
- Property Owner shall acquire all necessary offsite easements if required to connect to the City's water distribution and/or sewer collection system. A copy of the recorded private easement(s) shall be provided to the City of Monroe Water Resources Department.
- Upon payment of fees and completion of the water and/or sewer tap, billing shall begin immediately.
- Water services shall be per the City of Monroe Specifications and shall have remote radio read technology.
- Property Owner shall notify the City of Monroe prior to making the connection to the sewer tap to schedule an onsite inspection of the installation. Only one (1) property parcel shall be connected to the sewer tap.
- Property Owner agrees that the sewer tap shall be maintained by the City of Monroe at the Property Owner's expense.
- If a private grinder pump and sewer forcemain is required, the Property Owner shall install #12 gage coated plastic copper wire taped to the service lateral from the connection to the sewer tap to the house connection.
- Property Owner shall assume ownership and maintenance responsibility for the service forcemain and the sewer pump and all other plumbing past the sewer tap.
- Property Owner shall agree to pay a monthly flat rate sewer bill if water service is from a private well.
- Property Owner agrees that if the property is ever sold that he/she shall provide the new owner a copy of this Service Request/Terms and Conditions and shall fully explain the conditions, responsibilities and precise location of the private water service and/or sewer lateral or forcemain if a private pump is installed.
- Depending upon schedules for the Union County Commissioners meetings and Monroe City Council meetings, the total timeframe for service approval can take as long as 3-5 months.

I hereby certify that the information provided is, to the best of my knowledge, correct and complete. I understand that I must adhere to the City of Monroe's Out of City Limits – Water and Sewer Service Terms and Conditions as outlined above. I also understand that any approval may be revoked and penalties imposed under the City's ordinance if this certification is not complete and true or for failure to comply with the Terms and Conditions.


Applicant's Signature

July 10, 2023
Date

GRAPHIC SCALE



Carroll L. Rushing
And
Company

BOUNDARY & DIVISION SURVEY

THE PROPERTY OF
EXEMPLAR HOMES LLC AND
ELIZABETH T. SHULENBERGER & JASON L. SHULENBERGER

MONROE TOWNSHIP UNION COUNTY, N.C.

SCALE: 1" = 60' DATE: AUGUST 13, 2020

DEED REF: 7151-752, 7546-796

Carroll L. Rushing N.C.P.L.S. (704) 289-5747

103 South Hayne Street, Monroe, N.C. 28112

Dwg. File: c:\adek\proj\shunberg Coord. File: survey\data\shunberg

LINE	LENGTH	BEARING
L1	27.56	S07°47'48"E
L2	67.12	S24°11'00"E
L3	38.84	S10°43'11"E
L4	51.17	S10°09'31"E
L5	50.55	S11°12'04"E
L6	52.94	S13°10'29"W
L7	54.22	S22°04'44"W
L8	47.57	S14°45'51"W
L9	41.16	S00°33'39"E
L10	17.00	N00°33'56"E
L11	45.51	S81°14'58"W
L12	49.01	S75°08'11"W
L13	35.73	S00°13'16"W
L14	42.52	S08°11'22"W
L15	21.93	N66°33'50"W
L16	20.01	S89°25'25"E

EXISTING 8-IN PVC WATERMAIN

PROP. 3/4-INCH SERVICE

FILED FOR RECORD THIS _____ DAY OF _____ 2020, AT _____ M.,
IN PLAT CAB. _____ FILE _____
CRYSTAL D. GILLIARD, REGISTER OF DEEDS
BY _____ ASST/DEPT.

I, CARROLL L. RUSHING, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK _____ PAGE _____ ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK _____ PAGE _____; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:12862; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 41-30 AS AMENDED, WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 22 DAY OF Aug. A.D. 2020.

Carroll L. Rushing
CARROLL L. RUSHING, N.C.P.L.S.
L-1513



JAN THOMAS MONTUERI
& STEVE A. THOMAS
6376-672

CERTIFICATE OF OWNERSHIP AND DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF THE PROPERTY SHOWN AND DESCRIBED HEREON WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF UNION COUNTY, AND THAT WE HEREBY ADOPT THE PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE ALL STREET, ALLEYS, WALKS, PARKS AND OTHER SITES AND EASEMENTS TO PUBLIC USE AS NOTED.

DATE 8-28-20 OWNER *Don*

NORTH CAROLINA UNION COUNTY

Angela D. Ramey NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT *Jason Shulenberger* PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS 26 DAY OF August 2020. MY COMMISSION EXPIRES 1-17-2025

NOTARY PUBLIC *Angela D. Ramey*



FILED Aug 28, 2020 02:36 pm

PLAT SLIDE 0000P - 0366

INSTRUMENT 33871

Andy Hogan Deputy

JAN THOMAS MONTUERI
& STEVE A. THOMAS
6376-672

STATE OF NORTH CAROLINA
COUNTY OF UNION

Paul D. Leonard REVIEW OFFICER OF UNION COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE 8/28/2020

Paul D. Leonard
REVIEW OFFICER

Jim Kinc

UNION COUNTY PLANNING DIVISION DIRECTOR, CERTIFY THAT THIS PLAT CREATES A SUBDIVISION SUBJECT TO AND APPROVED IN ACCORDANCE WITH THE UNION COUNTY DEVELOPMENT ORDINANCE, AND THAT IT MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. I ALSO CERTIFY THAT COPIES OF ALL NECESSARY APPROVALS OF OTHER STATE OR LOCAL AGENCIES HAVING JURISDICTION OVER THE STREETS, UTILITIES, AND OTHER IMPROVEMENTS HAVE BEEN SUBMITTED TO ME AND ARE ON FILE IN MY OFFICE. THIS APPROVAL EXPIRES IF NOT RECORDED BEFORE 11/13/2020

DATE 8/28/2020

Jim Kinc
PLANNING DIRECTOR

NOTES: 1. IRONS ARE SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

2. TAX PARCEL #09-140-011A & 09-177-027B

3. ZONED: RA-40

4. MINIMUM LOT DESIGN CRITERIA

-40' FRONT SETBACK

-40' REAR SETBACK

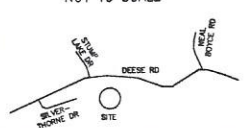
-15' SIDE SETBACK

-40,000 S.F.

-120' WIDTH AT FRONT SETBACK

5. THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCEL OF LAND.

VICINITY MAP
NOT TO SCALE



Cab P File 366

William C. Hancock

From: Crystal Panico <crystal.panico@unioncountync.gov>
Sent: Wednesday, August 16, 2023 3:19 PM
To: William C. Hancock
Subject: FW: Items Listed on Consent Agenda of August 14, 2023, Regular Meeting
Attachments: Final Agenda Summary 14-Aug-23.pdf

Consent agenda was approved with no comments/discussion as part of Monday's BOCC meeting.

City of Monroe request to provide water service for 634 Deese Rd was approved.

Thank you.

Crystal Outlaw Panico, PE

New Development Program Manager | Engineering
T 704.296.4239

crystal.panico@unioncountync.gov
unioncountync.gov

E-mail correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this e-mail, please contact the sender immediately.

From: Lynn West [<mailto:Lynn.West@unioncountync.gov>]
Sent: Tuesday, August 15, 2023 10:26 AM
To: ~ Mailing List - Division Directors/Managers <DivisionHead@unioncountync.gov>
Cc: Dorothy Thomas <Dorothy.Thomas@unioncountync.gov>; Tony Underwood <tony.underwood@unioncountync.gov>; Ron Mahle <ron@unionedc.com>; Ramona Mullet <ramona.mullet@unioncountync.gov>; Maribel Andon <Maribel.Andon@unioncountync.gov>
Subject: Items Listed on Consent Agenda of August 14, 2023, Regular Meeting

Good Morning,

During its regular meeting of Monday, August 14, 2023, the Board of Commissioners approved the items listed on the Consent Agenda for that meeting as submitted and recommended. A copy of the Summary Agenda is attached for your reference.

Please note that the Board recessed its August 14, 2023, regular meeting until Monday, August 21, 2023, at 5:15 p.m. at which time the Board intends to go into closed session. The public portion of the recessed meeting will begin at 6:00 p.m. at which time the Board will consider the items listed under the Business portion of the meeting.

Should you have any questions, please let us know.

Thank you.

Lynn G. West, MMC
Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: October 3, 2023

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Sila Vlachou, Land Development & Infrastructure Engineer

SUBJECT: Changes on Section 06.00 - Landscaping of the City of Monroe Standard Specifications and Detail Manual

SUMMARY STATEMENT

The Public Enterprise Committee is presented information regarding proposed changes to Section 06.00 – Landscaping of the City of Monroe Standard Specifications and Detail Manual.

REVIEW

The Section 06.00 – Landscaping of the City of Monroe Standard Specifications and Detail Manual includes in Section 06.02 Accepted Trees for Street Tree Plantings, subsection 1.A, Large Street Trees that developers can include to plant in their Landscaping Plan submittals. Even though the Engineering Department typically advises developers to plant smaller trees in their subdivision, due to the cost of those trees, typically developers prefer to plant the larger trees. Those large trees, especially in subdivisions that are 10 years or older tend to grow really large tree roots. The tree roots are prone to lift pavement, sidewalks, driveways, when planted between the sidewalk and curb. Therefore, the cost and the frequency for repairs of pavement, sidewalks and driveways required by the Engineering Department is high every year and will continue to be a maintenance issue in the future. Staff is recommended approval of Ordinance Amendment O-2023-55 to remove the Large Street Trees list from the Detail Manual.

RECOMMENDATION

Staff is recommending approval of Ordinance Amendment O-2023-55 to remove the Large Street Trees list from the City of Monroe Standard Specifications and Detail Manual Section 06 – Landscaping. If the committee is in agreement, this item would be placed on the October 10, 2023 consent agenda.

Attachments:

Sheets 06-1 & 06-2 from the City of Monroe Standard Specifications and Detail Manual
Ordinance Amendment O-2023-55

06.00 LANDSCAPING

06.01 GENERAL

1. All planting of street trees shall be in accordance with the American Standard for Nursery Stock, latest edition and shall be positioned in accordance with Detail 02.01.03 and Detail 02.01.04.

06.02 ACCEPTED TREES FOR STREET TREE PLANTINGS

1. The following trees are acceptable for street tree plantings:

A. LARGE STREET TREES

Common Name	Botanical Name
Bald cypress	<i>Taxodium distichum</i>
Chinese elm	<i>Ulmus parvifolia</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Japanese zelkova	<i>Zelkova serrata</i>
Littleleaf linden	<i>Tilia cordata</i>
Gingko, male (Autumn Gold, Saratoga, Shangri-la)	<i>Gingko</i>
Red maple	<i>Acer rubrum</i>
Red oak	<i>Quercus rubra</i>
Seedless green ash (Marshall's Seedless, Summit)	<i>Fraxinus pennsylvanica</i> Marshall's Seedless', summit'
Shumard oak	<i>Quercus shumardii</i>
Sugar maple	<i>Acer saccharum</i>
Thornless honeylocust (Shademaster, Skyline)	<i>Gleditsia triacanthos</i> <i>inermis</i>
White ash	<i>Fraxinus americana</i>
Willow oak	<i>Quercus phellos</i>

B. SMALL STREET TREES

(Small trees to be used where large trees may interfere with overhead power lines.)

<u>Common Name</u>	<u>Botanical Name</u>
American Smoketree	<i>Cotinus coggygria</i>
Amur maple	<i>Acer ginnala</i>
Blackhaw Viburnum	<i>Viburnum prunifolium</i>
Carolina Cherrylaurel	<i>Prunus caroliniana</i>
Chalkbark Maple	<i>Acer leucoderme</i>
Cherry Plum	<i>Prunus cerasifera</i>
Crape Myrtle	<i>Lagerstroemia indica</i>
Eastern Redbud	<i>Cercis canadensis</i>
Flowering Crabapple	<i>Malus</i> 'Adirondack', 'David', 'floribunda', 'Prarifire', 'Sugar Tyme'
Hollies	<i>Ilex spp.</i>
Japanese Apricot	<i>Prunus mume</i>
Japanese Cherry	<i>Prunus serrulata</i>
Japanese Maple	<i>Acer palmatum</i>
Japanese Snowbell	<i>Styrax japonicus</i>
Korean Evodia	<i>Tetradium daniellii</i>
Kousa Dogwood	<i>Cornus kousa</i>
Magnolia	<i>Magnolia spp.</i>
Paperbark Maple	<i>Acer griseum</i>
Purpleblow Maple	<i>Acer truncatum</i>
Sourwood	<i>Oxydendrum arboreum</i>
Southern Waxmyrtle	<i>Myrica cerasifera</i>
Yoshino Cherry	<i>Prunus Yedoensis</i>

**AN ORDINANCE TO AMEND
THE CITY OF MONROE STANDARD SPECIFICATIONS
AND DETAIL MANUAL
O-2023-55**

BE IT ORDAINED by the City Council of the City of Monroe that the City of Monroe Standard Specifications and Detail Manual be amended as follows:

REVISION LOG

Amend to add:

Rev. No.	Date Adopted by City Council	Summary
16	October 10, 2023	Revised per Ordinance O-2023-55

DIVISION 06.00 LANDSCAPING DETAILS

Revise/Replace as attached:

Remove the B designation from before Small Street Trees since A will be deleted.

Delete:

Detail 06.02.1A Large Street Trees

Adopted this 10th day of October 2023.

Marion L. Holloway, Jr., Mayor

ATTEST:

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: October 3, 2023

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Chad Splawn, Engineering Associate

SUBJECT: Proposed Pavement Resurfacing Contract

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider information related to the proposed 2023 – 2024 Asphalt Paving Program.

REVIEW

The budget for resurfacing by contract totals \$3,279,000 which includes funds from fiscal year 2023 and 2024. Funds from fiscal year 2023 include rollovers in the amount of \$370,000 of unspent General Funds and \$360,000 from unspent Powell Bill Funds. Funds from 2024 include vehicle tax receipts in the amount of \$1,003,000, \$952,000 from the General Fund and \$277,000 in Powell Bill Allocations. Project RD 1901 has \$317,000 for paving repairs at the Operations Center. Staff has proposed a number of streets to be included in the resurfacing contract based on the priority street resurfacing cycle goal and the latest pavement condition survey. The streets are listed below along with a brief description of the proposed improvements:

Recommended list of streets:

- Tower Court (Colony Drive to End) – reclamation with cement and overlay (0.10 miles)
- Cherry Ridge Road (Rushing Street to End) – reclamation with cement and overlay (0.06 miles)
- Broadview Drive (Concord Hwy. to Deese Rd.) – reclamation with cement and overlay (0.26 miles)

- Briarberry Lane (Brooks Farm Ln. to End) – reclamation with cement and overlay (0.12 miles)
- Tina Circle (Lakeview Dr. to End) – replace curbing, reclamation with cement and overlay (0.06 miles)
- Kelly Grove Lane, North End (Dewberry LN. to End) – reclamation with cement and overlay (0.06 miles)
- Early Mist Court (Aldersbrook Dr. to End) – reclamation with cement and overlay (0.06 miles)
- Ashcraft Avenue (Sutherland Ave. to Richardson St.) – reclamation with cement and overlay (0.57 miles)
- Concord Avenue (Hwy 74 overpass to Southern Entrance of Blue Sky Meadows) – full depth patch, crack relief layer and overlay (0.64 miles)
- Belton Street (LaSalle St. to Massey St.) – reclamation with cement and overlay (0.21 miles)
- Kintyre Drive. (US 74 to End) – reclamation with cement and overlay (0.36 miles)
- Julian Street (Kintyre Dr. to End) – reclamation with cement and overlay (0.11 miles)
- Crowell Street (N. Charlotte Ave. to 186' from the centerline of College St.) – Mill, crack relief layer and overlay (0.13 miles)
- Miller Street (Winchester Avenue to Meadow St.) – replace some curbing, reclamation with cement and overlay (0.27 miles)
- Carson Street (Pinedell Ave. to End) – reclamation with cement and overlay (0.20 miles)
- Martha Drive (Lakeview Dr. to Lakeview Dr.) – replace curbing, reclamation with cement and overlay (0.27 miles)
- Parking (corner of N. Church St. and E. Crowell St.) – replace curbing, reclamation with cement and overlay
- Operations Center Parking Lot (2401 Walkup Ave.) – entire front and three small areas in the rear

The project was advertised on August 14, 2023 with two sealed bids being received on September 15, 2023. The formal bid process requires at least three bids to be received to open the bids after the first advertisement. Therefore, the project was re-advertised on September 20, 2023 with a bid opening date of September 27, 2023. Following is summary of the bids received:

Contractor	Bid Amount	DBE %	Comment
Lynches River Contracting, Inc.	\$3,054,081.64	10.0%	Recommend Award
Blythe Construction, Inc.	\$3,644,132.98	10.0%	

The low bid was submitted by Lynches River Contracting, Inc., in the amount of \$3,054,081.64. The Engineer's estimate for the project was \$2,944,185.50. A contingency amount of \$50,000 is recommended to cover possible change orders during the course of work. Construction inspection, quality assurance testing and project oversight will be provided by the Engineering Department Staff and On-Spec Engineering, PC. The contract includes a 10 percent goal for minority business participation which was met by the low bidder. Upon award, the construction period will begin

with the Notice to Proceed and end July 15, 2024 with liquidated damages occurring at a rate of \$500.00 per day thereafter.

Sufficient funds are budgeted in account nos. 1103020-423010, 1103025-441010, and Project RD 1901.

RECOMMENDATION

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

- A. Award of the 2023-2024 Asphalt Paving Program to Lynches River Contracting, Inc. in the amount of \$3,054,081.64.
- B. Authorization of contingency allowance in the amount of \$50,000;
- C. Authorization of the City Manager to execute the documents including contract and future change orders if required.

If the Public Enterprise Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on October 10, 2023.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: October 3, 2023

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Laurie Broome, Solid Waste Coordinator

SUBJECT: Solid Waste Services Contract Discussion

SUMMARY STATEMENT

The Public Enterprise Committee is requested to discuss and consider possible options regarding the City's Solid Waste Services Contract with Waste Pro.

REVIEW

In 2019, Waste Pro was chosen by City Council for the Solid Waste Collection and Disposal Contract. This was the second consecutive time Waste Pro was selected after a Request for Proposal process. The decision was based on the fact that Waste Pro presented the overall capability of meeting the service level expectations of the City of Monroe.

The current contract provides for the following:

- Garbage, Recycling, Yard Waste, and Bulky item collection for residents. Cost is \$ 21.30 per month to the customer.
- Garbage and Recycling is provided to commercial customers and the cost is \$19.25 per month to the customer.
- Garbage, Yard Waste and Bulk collection is once per week. Recycling is every other week for each customer.
- Over 36 locations including dumpsters in Downtown Monroe and various City of Monroe facilities are serviced by the contract.
- Back door pickup is available to residents who are unable to get their carts to curb. Citizens are asked to provide a doctor's note to substantiate existence of a disability.

The term of the contract commenced on October 1, 2019 and is scheduled to expire on September 30, 2024. The contract states it may be renewed for three optional two (2) year terms or alternative terms as mutually agreeable at the time of the renewal of both parties. Notice of intent to renew will be made at least ninety (90) days prior to the expiration of the Initial Term. If renewal results in changes to the terms or conditions, such changes must be in writing as an amendment to the original contract. Notice of the intent to terminate by either party shall be made in writing at least ninety (90) days in advance of termination to the other party.

The City of Monroe and Waste Pro have developed a positive working relationship where services are conducted as an extension of the Engineering Department. In Staff's opinion, Waste Pro has provided efficient and effective services to residents over the past thirteen (13) years and routinely goes above and beyond to meet the needs of the community. Primary complaints identified often appear to be related to substitute drivers or the citizens not fully understanding regulations for collection.

Waste Pro's rates are extremely reasonable for the services they provide. The City of Monroe is one of a handful of cities that continues to provide a full slate of solid waste services with refuse, recycling, bulky, and yard waste. They also provide the following as "value added" services:

- Cart maintenance, storage, and delivery
- Customer service call center
- Online customer tracking
- Tagging of items not eligible for collection
- Grapple truck for large yard waste piles
- Extra pickups on request
- Courtesy pickups on request
- Cameras on the truck(s)

Waste Pro also participates as a public/ private partner with several departments and the community for various activities.

- Neighborhood Clean ups
- Monroe Air Show
- Christmas Parade (Alliance for Children)

Going forward, the City has two options for consideration.

Option 1. Negotiate a Contract Extension

In staff's opinion, this is the best option for the city and its residents. Drivers are familiar with the routes and able to keep up with the growth within the city. Also, this option is the best way to keep the costs down for the City and its residents. In the 2019 RFP process, even after choosing the same vender, the City experienced a fifteen percent increase in contract costs.

Option 2. Request for Proposals (RFP)

The City of Monroe may also choose to advertise a Request for Proposals (RFP) from qualified Solid Waste companies for the Solid Waste Collection and Disposal Contract.

If the City chooses to proceed with the RFP process, staff proposes the following timeline:

TASK	TENTATIVE DEADLINE
Public Enterprise Committee RFP Recommendation	January 2024
City Council RFP review and approval	January 2024
Advertise and Release RFP	January 2024
Mandatory Pre-Bid meeting	February 2024
Questions regarding the RFP due	March 2024
RFP submittal deadline	April 2024
90 day notification to Waste Pro	May 2024
City Council contract approval	June 2024
Contract negotiations/finalization	June - September 2024

RECOMMENDATION

Staff recommends extending the current contract and seeks authorization from the Public Enterprise Committee to negotiate the terms. A contract extension proposal would be brought back before the Public Enterprise Committee before going on to Council to formally extend the contract prior to the September 30, 2024 expiration date.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: October 3, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering & Construction Manager

SUBJECT: Access Easement Amendment for Ronald and Michelle Whitaker

SUMMARY STATEMENT

The PEC is requested to consider approval of an Access Easement Amendment allowing for a 2nd water service to be placed within the access easement along Lake Twitty to property belonging to Ronald and Michelle Whitaker.

REVIEW

The City granted an access easement to Johnny Ray Penegar and spouse Jane Greene Penegar over and across real property owned by the City adjacent to Lake Twitty and identified as tax parcel number 09-075-008, that access easement was granted by the City on June 3, 2008 and is recorded in Book 4913, page 807, Union County Registry. Ronald and Michelle Whitaker are identified as the current owners by deed dated August 9, 2023 and recorded in Book 8764, page 51.

The original easement allowed the installation of one potable water line within the access easement to provide water to two residences on the property. The current property owners desire to locate two potable water lines not to exceed 2" in diameter within the easement to serve the two residences.

RECOMMENDATION

It is the recommendation of Staff that Public Enterprise Committee take the following action:

Approve the amendment to the Access Easement by amending Paragraph 2 of the easement to allow the location of two potable water lines and read as follows:

2. Said easement shall be for access only, and not for any other use thereof, except that the City will allow **TWO** potable water lines, not to exceed two (2) inches in diameter, to run within the granted easement along an alignment approved in advance by the City of Monroe. No other utilities, public, or private, will be allowed. Any damages caused by the installation, operation, or breakage of said water line shall be the full responsibility of the Grantees.

Attachments:

Access Easement Amendment
Original Access Easement dated June 3, 2008
Deed of Correction dated August 25, 2008

This instrument drafted by: City of Monroe
After recording, mail to: City of Monroe
P.O. Box 69
Monroe, NC 28111

NORTH CAROLINA ACCESS EASEMENT AMENDMENT
UNION COUNTY

This ACCESS EASEMENT AMENDMENT, made and entered into this ____ day of _____, 2023, by and between the CITY OF MONROE, a North Carolina municipal corporation, (hereinafter referred to as ``City"); and MICHELLE PENEGAR WHITAKER and spouse, ROANLD LEWIS WHITAKER, of 3701 Weddington Road, Monroe, North Carolina, 28110 (hereinafter referred to as the "Grantee");

WITNESSETH:

THAT WHEREAS, City granted an access easement to Johnny Ray Penegar and spouse Jane Greene Penegar over and across real property owned by the City adjacent to Lake Twitty and identified as tax parcel number 09-075-008; and

WHEREAS, that said access easement was granted by the City on June 3, 2008 said recorded in Book 4913, page 807, Union County Registry; and

WHEREAS, the above identified Grantees are the successors in interest by deed dated August 9, 2023 and recorded in Book 8764, page 51 and the current owners of the benefitted real property (PIN 09-075-012); and

WHEREAS, the original grant of easement allowed the installation of one potable water line within the access easement to provide water to two residences on the benefitted property; and

WHEREAS, the Grantees desire to locate two potable water lines not to exceed 2" in diameter within the easement to serve the two residences on the Grantees' property.

NOW, THEREFORE, the City, does hereby amend the Access Easement by amending Paragraph 2 of the easement to allow the location of two potable water lines and read as follows:

2. Said easement shall be for access only, and not for any other use thereof, accept that the City will allow **TWO** potable water lines, not to exceed two (2) inches in diameter, to run within the granted easement along an alignment approved in advance by the City of Monroe. No other utilities, public, or private, will be allowed. Any damages caused by the installation, operation, or breakage of said water line shall be the full responsibility of the Grantees.

TO HAVE AND TO HOLD, the City covenants herein that it is seized of the premises in fee simple and said access easement thereunto belonging to Grantees, their successors and assigns as such, it being agreed that the right of access as established herein runs with the land of the Grantees as set forth herein above.

IN TESTIMONY WHEREOF, City has caused this instrument to be executed by authority of its City Council as of the day and year first above-written.

CITY OF MONROE

By: _____ (SEAL)
Marion Holloway, Mayor

ATTEST BY:

Bridgette H. Robinson, City Clerk

**NORTH CAROLINA
UNION COUNTY**

I, _____, Notary Public, in and for said County and State, do hereby certify that Bridgette H. Robinson personally appeared before me this day and acknowledged that she is the City Clerk of the City of Monroe, a municipal corporation of said state, and that by virtue of said office is also Clerk to the City Council of said City, and that by authority duly given and as an act of said City, the foregoing instrument was signed in the name of the City and in her presence by its Mayor, sealed with the corporate seal of said City, and attested by herself as its City Clerk.

Witness my hand and notarial seal, this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

2225 Old Camden Rd
28110

FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS

FILED Jun 11, 2008
AT 04:42 pm
BOOK 04913
START PAGE 0807
END PAGE 0811
INSTRUMENT # 22411
EXCISE TAX (None)

SMC

This instrument drafted by:
After recording, mail to:

City of Monroe
Bobby Griffin
P.O. Box 308
Monroe, NC 28111

NORTH CAROLINA)
UNION COUNTY)

ACCESS EASEMENT

This **ACCESS EASEMENT**, made and entered into this 3rd day of June, 2008, by and between the CITY OF MONROE, a North Carolina municipal corporation, (hereinafter referred to as "City"); and Johnny Ray Penegar and wife, Jane Greene Penegar, of Union County, North Carolina, (hereinafter referred to as the "Developer");

WITNESSETH:

THAT WHEREAS, City is the owner of a certain tract or parcel of land known as Lake Twitty, located in, Union County, North Carolina, which adjoins certain land to be purchase by the Developer, more particularly described as Parcel # 09-075-012, and by deed recorded in Book 4913, Page 0800, Union County Registry; and

WHEREAS, as part of the property acquisition and construction of Lake Twitty, the City entered into an agreement with Marie P. Price, to grant access to the above referenced land for designated use, but no details of the granting were established; and

WHEREAS, Developer desires to build two (2) residential dwellings on the subject land and use the access easement for access to the dwellings, thereby expanding the use of the prior easement.

NOW, THEREFORE, the City, does hereby grant, bargain and convey unto the Developer, their successors and assigns, a perpetual right and easement, across the lands of the City, for the sole purpose of accessing two residential dwellings as described herein, subject, however, to the following terms and conditions.

1. City does hereby convey to Developer a twenty foot easement for ingress, egress and regress, as shown on attached Exhibit A. The Developer shall have access to said easement, as defined herein, 24 hours per day.
2. Said easement shall be for access only, and not for any other use thereof, except that the City will allow a single potable water line, not to exceed two (2) inches in diameter, to run within the granted easement along an alignment approved in advance by the City of Monroe. No other utilities, public, or private, will be allowed. Any damages caused by the installation, operation, or breakage of said water line shall be the full responsibility of the Developer.
3. Said easement shall be for accessing two residential dwellings only. Any future subdivision or development of said property will require an alternate access method and route.
4. Improvements shown on Exhibit A, and on the sealed engineering drawings prepared by Lawrence Associates, shall be constructed. Responsibility for cost, construction and maintenance of said improvements will be as follows:

<u>Facility</u>	<u>Responsible Party</u>
Gate 1**	City 50% and Developer 50%
Gate 2	Developer
Gate 3	City
Gravel roadway west of Gate 2	City
Gravel roadway east of Gate 2	Developer (as approved by City)
Guardrail and Fence	Developer (as approved by City)
RCP 54-inch Culvert	City

** Gate 1 shall be owned by the City. Cost of installation and maintenance shall be billed to the Developer based on the percentage shown above.

Should the Developer acquire an alternate access to the subject property from other adjoining properties at a future date, then the easement shall be declared null and void. If this occurs, the Developer shall be responsible for removing Gate 2, and the Developer's financial obligation for Gate 1 shall expire upon return of all Gate 1 remote opening devices.

5. The Developer agrees to maintain the following operational schedule of Gates 1, Gate 2, and Gate 3 as shown on Exhibit A. Lake open and Lake closed season is established annually by the City and will be communicated to the Developer.

<u>Gate #</u>	<u>Lake Open Season</u>	<u>Lake Closed Season</u>
#1	Open during Operating Hours	Closed
#2	Closed (for car access only)	Open (for car access only)

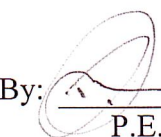
Keys and remote opening devices for Gate 1 shall be provided by the City and copies given to the Developer to facilitate access in and out of the gate. Keys and remote opening devices for Gate 2 shall be provided by the Developer and copies given to the City for access in and out of the gate.

6. The Developer agrees to strictly abide by all City, State and Federal laws related to Lake Twitty, including but not limited to Local Ordinances, Watershed and Vegetative Buffer Rules, etc.
7. The Developer, to the maximum extent allowed by law, shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this agreement as a result of the acts or omissions of the City except for damage or injury caused solely by the negligence of the City its agents, officers, or employees.
8. If Developer fails to comply with any of the requirements set forth in this easement, then the City, after first giving Developer thirty (30) days' written notice of such violation and a reasonable opportunity to comply with the terms hereof, shall be permitted to declare this easement to be null and void and of no further force and effect.

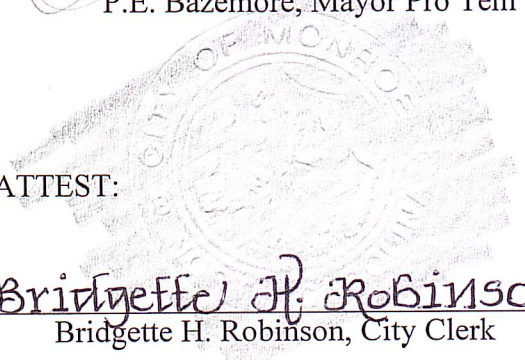
TO HAVE AND TO HOLD, the City covenants herein that it is seized of the premises in fee simple and said access easement thereunto belonging to Developer, their successors and assigns as such, it being agreed that the right of access as established herein runs with the land of the Developer as set forth herein above.

IN TESTIMONY WHEREOF, City has caused this instrument to be executed, by authority of its City Council, and the Developer as of the day and year first above-written.

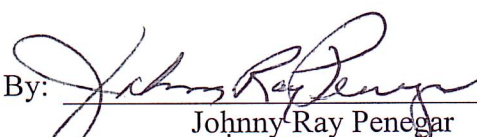
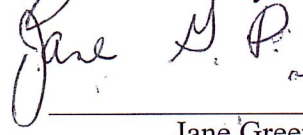
CITY OF MONROE

By:  (SEAL)
P.E. Bazemore, Mayor Pro Tem

ATTEST:


Bridgette H. Robinson
Bridgette H. Robinson, City Clerk

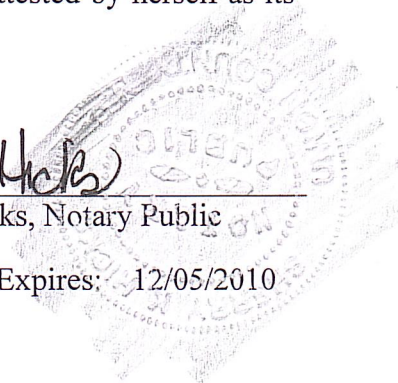
DEVELOPER

By:  (SEAL)
Johnny Ray Penegar
 (SEAL)
Jane Greene Penegar

**NORTH CAROLINA
UNION COUNTY**

I, Sherry K. Hicks, Notary Public, in and for said County and State, do hereby certify that Bridgette H. Robinson personally appeared before me this day and acknowledged that she is the City Clerk of the City of Monroe, a municipal corporation of said state, and that by virtue of said office is also Clerk to the City Council of said City, and that by authority duly given and as an act of said City, the foregoing instrument was signed in the name of the City and in her presence by its Mayor Pro Tem, sealed with the corporate seal of said City, and attested by herself as its City Clerk.

Witness my hand and notarial seal, this 3rd day of June, 2008.


Sherry K. Hicks

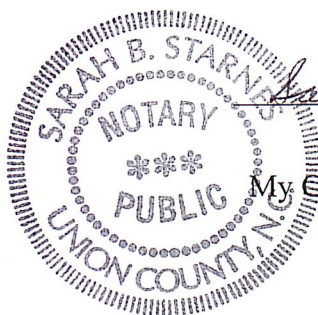
Sherry K. Hicks, Notary Public

My Commissioner Expires: 12/05/2010

**NORTH CAROLINA
UNION COUNTY**

I, Sarah B. Starnes, a Notary Public in and for said County and State do hereby certify that Johnny Ray Penegar and Jane Greene Penegar personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose and intents therein expressed.

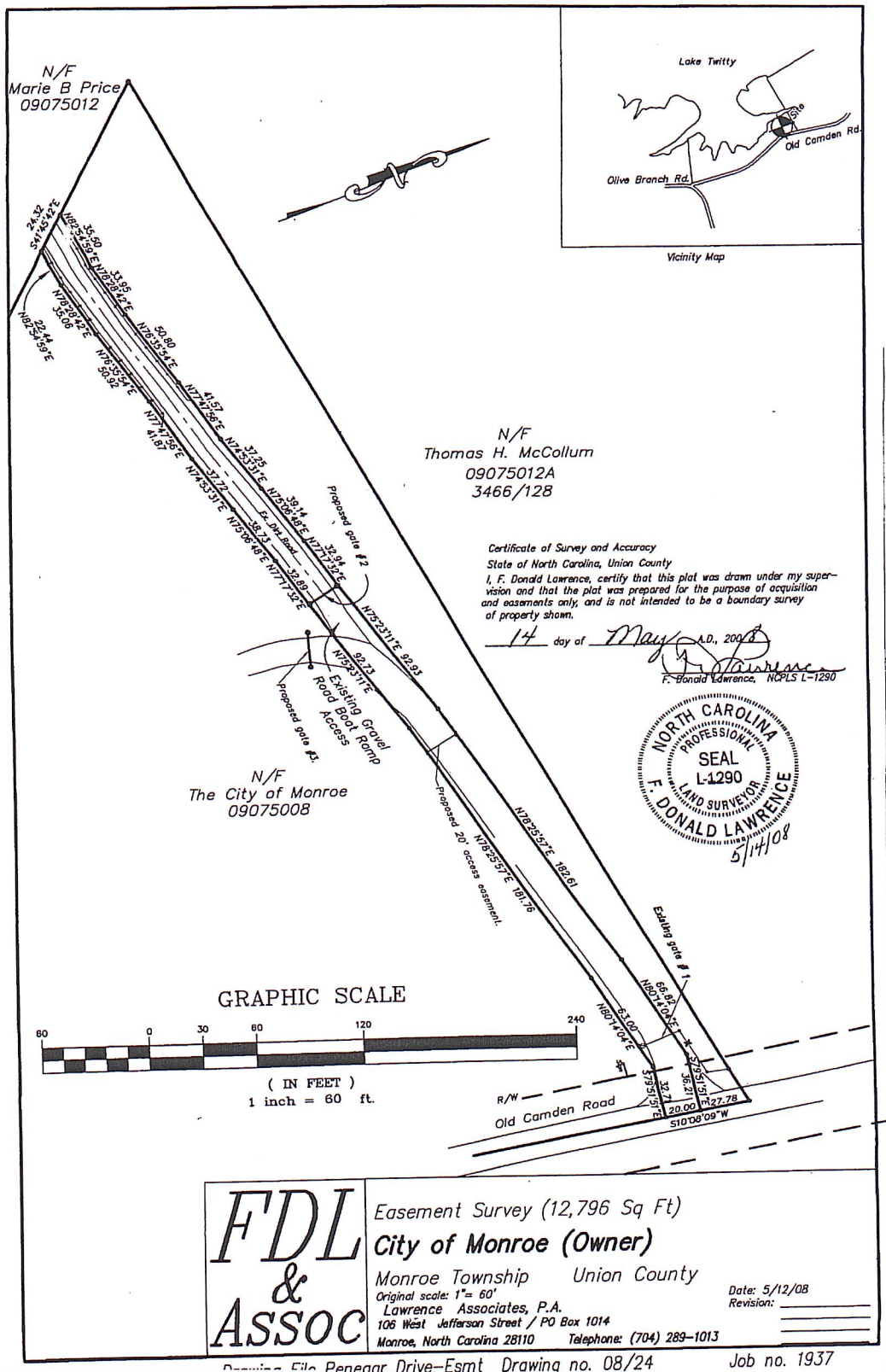
Witness my hand and Official Seal, this the 11th day of June, 2008.



Sarah B. Starnes
Notary Public

My Commissioner Expires: 2/4/2013

Exhibit "A"



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENTAL AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS

LAKE

FILED
UNION COUNTY
CRYSTAL CRUMP
REGISTER OF DEEDS
FILED Aug 26, 2008
AT 09:39 am
BOOK 04963
START PAGE 0891
END PAGE 0894
INSTRUMENT # 31449
EXCISE TAX (None)
TAW

This instrument drafted by and
after recording, mail to: Terry M. Sholar
City of Monroe
P.O. Box 69
Monroe, NC 28111

**NORTH CAROLINA
UNION COUNTY**

DEED OF CORRECTION

This Deed of Correction, made and entered into this 25TH day of August, 2008, by and between the City of Monroe (City); and Johnny Ray Penegar and wife, Jane Greene Penegar (Developer), all of Union County, North Carolina.

WITNESSETH:

THAT WHEREAS, said City and Developer entered into an Access Easement heretofore executed by both the City and Developer a certain Instrument dated June 3, 2008, and recorded in Book 4913, Page 807 in the office of the Register of Deeds of Union County; and

WHEREAS, said instrument contained a description which referenced a sketch plat attached as Exhibit A; and

WHEREAS, by mutual mistake said Exhibit A erroneously depicted the easement intended to be conveyed; and

WHEREAS, said Developer has requested said City to correct said error and said Grantors have agreed so to do; and

WHEREAS, the correct description intended is attached hereto as Exhibit A which is incorporated herein by reference.

Now, therefore, said City, for the purpose of correcting said error does hereby grant, bargain, and convey unto the Developer, their heirs, successors and assigns, a perpetual right and easement, across the lands of the City as described in Exhibit A attached hereto and incorporated by reference for the purpose of and subject to the same terms and conditions set out in the original Access Easement recorded in Book 4913, page 807, Union Public Registry.

Ret to: Developer: Johnny Ray Penegar and Jane Greene Penegar
3619 Weddington Road
Monroe, NC 28110

Parcel Number: 09075012

In Testimony Whereof, said parties have hereunto set their hands and seals the day and year first above written.

CITY OF MONROE

DEVELOPER

By: *F. Craig Meadows* (SEAL)
F. Craig Meadows, City Manager

By: *Johnny Ray Penegar* (SEAL)
Johnny Ray Penegar

By: *Jane Greene Penegar* (SEAL)
Jane Greene Penegar

ATTEST BY:

Bridgette H. Robinson
Bridgette H. Robinson, City Clerk

**NORTH CAROLINA
UNION COUNTY**

I, *Sherry K. Hicks*, Notary Public, in and for said County and State, do hereby certify that Bridgette H. Robinson personally appeared before me this day and acknowledged that she is the City Clerk of the City of Monroe, a municipal corporation of said state, and that by virtue of said office is also Clerk to the City Council of said City, and that by authority duly given and as an act of said City, the foregoing instrument was signed in the name of the City and in her presence by its City Manager, sealed with the corporate seal of said City, and attested by herself as its City Clerk.

Witness my hand and notarial seal, this *20th* day of *August*, 2008.

Sherry K. Hicks
Notary Public

My Commission Expires: *12/5/2010*

**NORTH CAROLINA
UNION COUNTY**

I, TERRI A. SMITH, a Notary Public in and for said County and State do hereby certify that Johnny Ray Penegar and Jane Greene Penegar personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purpose and intents therein expressed.

Witness my hand and Official Seal, this the 25TH day of August, 2008.

Terri A. Smith

Notary Public

My commission expires: 3-28-2010



Stone Found

Lake Twitty

Site

Old Camden Rd.

Olive Branch Rd.

Vicinity Map

 N/F

Thomas H. McCollum

09075012A

3466/128

*Certificate of Survey and Accuracy
State of North Carolina, Union County*

I, Andrew O. Lawrence, certify that this plat was drawn under my supervision and that the plat was prepared for the purpose of acquisition and easements only, and is not intended to be a boundary survey of property shown.

6 day of August, A.D., 2008

Andrew O. Lawrence, NCPLS L-4495



N/F
The City of Monroe
09075008

State of North Carolina
County of Union

Leida G. Edwards Review Officer of Union
County certify that the map or plat to which this certification
is affixed meets all statutory requirements for recording.

8-25-2008
Date

Linda B. Edwards
Review Officer

GRAPHIC SCALE



(IN FEET)

$$1 \text{ inch} = 60 \text{ ft.}$$

Page 82 of 88



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: October 3, 2023

FROM: Scott E. Clark, Director of Water Resources

PREPARED BY: Richard Riser, Water Resources Engineering & Construction Manager

SUBJECT: 16-in Water Line Easement Abandonment

SUMMARY STATEMENT

The PEC is requested to consider approval for the abandonment of an easement that is no longer needed for a City of Monroe 16-inch water line that has been realigned as part of the Arborwood Subdivision.

REVIEW

The City was granted an easement executed on October 11, 1966 and recorded with the Registry of Deeds of Union County, North Carolina on March 8, 1967 at Book 208, Page 490. The Easement granted to the City an easement for the purpose of installing, operating, and maintaining all utilities (water, sewer, gas, and electricity) above or below ground, and included a provision that “if said utilities fail to fall within designated street when property is developed, the City of Monroe will bear the expense for moving said lines, if necessary.”

The Arborwood Subdivision has not utilized the street right-of-ways in which the existing 16-inch water line is in. In as much, the water line has been relocated within the subdivision to facilitate construction of the subdivision infrastructure as well as homes. In some cases there will be townhomes constructed at locations presently occupied by the easement.

The City of Monroe entered into an agreement with H&H Constructors, developers of the Arborwood Subdivision regarding the relocation of the 16-inch water line as well as the need for the existing easement upon relocation of the water line. The City has fulfilled the requirement sof

the agreement. The easement is no longer of use for any City of Monroe utilities and at this time it can be relinquished.

RECOMMENDATION

It is the recommendation of Staff that Public Enterprise Committee take the following action:

Approve the abandonment of the easement and place the abandonment resolution on the consent agenda.

Attachments:

Abandonment of Easement
Original Easement recorded March 8, 1967

STATE OF NORTH CAROLINA

ABANDONMENT OF EASEMENT

COUNTY OF UNION

THIS DOCUMENT is executed this _____ day of _____, 2023 by the City of MONROE, a municipal corporation (hereinafter "City") of the County of Union and State of North Carolina.

WHEREAS, DFC Arborwood I, LLC (Developer) owner of Arborwood Subdivision recorded a plat entitle Arborwood Subdivision, Phase 1, recorded in Plat Cabinet R, file 373, Union County Registry, dedicating certain easements or rights of way including a fifty foot (50 ft.) wide General Public Utility Easement (GPUE) as shown and depicted on said easement; and

WHEREAS, the Developer has provided and recorded alternative utility easements and no longer needs the fifty foot (50 ft.) wide General Public Utility Easement (GPUE) shown and depicted on the above described plat; and

WHEREAS, Developer has requested the City abandon the easement, and the Easement is no longer needed by the City for any purpose and it is not required or convenient for any use or public purpose in the future and has no value to the City; and

WHEREAS, the City desires to release and abandon the Easement.

NOW, THEREFORE, the City of Monroe hereby abandons and releases its interest in the Easement identified as the fifty foot (50 ft.) wide General Public Utility Easement (GPUE) as shown and depicted on the plat entitled Arborwood Subdivision, Phase 1, recorded in Plat Cabinet R, file 373, Union County Registry, over and across real property owned by DFC Arborwood I LLC acquired by deed recorded in Book 8218, page 750, Union County Registry. No other easement or right of way depicted on said Plat or otherwise recorded or visible is abandoned and released except as specifically and expressly identified herein.

IN WITNESS WHEREOF, the City has caused this instrument to be signed in its name and its seal to be affirmed hereto by duly authorized authority the date and year first above written.

CITY OF MONROE

ATTEST:

City Clerk

By: _____
Marion Holloway, Mayor

[CORPORATE SEAL]

STATE OF NORTH CAROLINA

COUNTY OF UNION

I _____, a Notary Public of the County and State above, certify that Marion Holloway personally came before me this day and acknowledged that he is Mayor of the City of Monroe, a municipal corporation, the County of Union and State of North Carolina, and by authority duly given, the foregoing instrument was signed in its name by Marion Holloway as its Mayor.

WITNESS my hand and official stamp or seal this _____ day of _____, 2023.

Notary Public

My Commission Expires: _____

[NOTORIAL SEAL]

UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That W. M. Sells and wife, Ethel A. Sells of Monroe, North Carolina, Grantors, in consideration of One (\$1.00) Dollar to us paid by the City of Monroe and in further consideration of benefits accruing to ourselves, our heirs, representatives and successors in title, receipt whereof is hereby acknowledged, to hereby grant and convey to the City of Monroe, North Carolina an easement for the purpose of installing utilities.

BEGINNING at a point in the W. M. Sells property line and the West dead end of Lomax Street and runs thence; with Lomax Street if extended, South 88 degrees West, 220 feet to a point in a new proposed Street as approved by the City Planning Board on August 31, 1966; thence with said new street South 10 degrees East 350 feet to the intersection of another new street; thence with said street South 75 degrees 15 minutes West 820 feet; thence South 10 degrees East 35 feet to a point in the W. M. Sells Western property line.

Said easement to include the installation, operation and maintenance of all utilities (water, sewer, gas and electricity) above or below ground. If said utilities fail to fall within designated street when property is developed, the City of Monroe will bear the expense for moving said lines, if necessary.

IN TESTIMONY WHEREOF, the parties of the first part, grantors have hereunto set their hands and seals on this the 11 day of October, 1966.

Witness:

[Signature]

[Signature] (Seal)

[Signature]

[Signature] (Seal)

North Carolina
Union County

I, _____ a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day (and acknowledged the due execution of the foregoing instrument) or (and being duly sworn stated that in his presence _____ signed the foregoing instrument) for the purpose and intents therein expressed.

Witness my hand and Notarial Seal, this the 11 day of October, 1966.

My Commission Expires:

[Signature]

North Carolina
Union County

The foregoing certificate of [Signature], Notary Public of Union County is adjudged to be correct. Let the foregoing instrument with this certificate be registered.

This 8th day of March, 1967

[Signature]

Filed for registration on the 8 day of March, 1967, at 4:30 o'clock P. M., and duly registered in the office of the Register of Deeds for Union County, N. C. in Book 208 of Deeds on page 490

