

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, MAY 7, 2024 - 4:00 PM
AGENDA
www.monroenc.org

1. Public Enterprise Committee Meeting Minutes of April 2, 2024
2. Public Enterprise Committee Special Meeting Minutes of April 16, 2024
3. Solid Waste Contract Change Order
4. Request for Sidewalk Variance at Bob Mayberry Hyundai
5. Natural Gas Supply Agreement Amendment between the City of Monroe and Tennergy
6. Arborwood 16-Inch Water Line Easement Abandonment
7. Windsor Windows 18-in Water Line Easement Abandonment
8. Outside City Service Request - 1710 W. Franklin Street
9. Contract Award - Unionville Indian Trail Pump Station Forcemain Project
10. Annual Bid Award for Water Resources Treatment Chemicals FY 2025

Public Enterprise Committee Minutes
April 2, 2024
City Hall Conference Room
4:00 p.m.

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

Staff: Mark Watson, Terry Sholar, Robert Miller, Scott Clark, Lisa Strickland,
Lisa Hollowell, Rich Riser, Amy Cook, Sarah McAllister, Darwin De Los
Santos, Ron Weathers, Angie Carnes, Sandra Slifer

Guest: Adam Feffer, Kyle Massey, Daryle Anderson

Council Member James Kerr called the April 2, 2024 Public Enterprise Committee meeting to order at 4:00 p.m.

Item #1: Adoption of Minutes of the March 5, 2024 Meeting

Recommendation:

Council Member James Kerr asked if anyone had any questions or concerns about the minutes, if not, if anyone would like to make a motion that the minutes of the March 5, 2024 Public Enterprise Committee be approved.

Motion: Adopt March 5, 2024 meeting minutes

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

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

Opposed – None

Action: Motion approved

Item #2: Street Sweeper Waste Disposal Building

Recommendation:

Engineering Department is recommending Public Enterprise Committee to consider information related to award of the construction contract for the Street Sweeper Waste Disposal Facility.

Presentation and Discussion:

Sarah McAllister advised that the project was created in Fiscal Year 2016 when the need was identified for the Street Sweeping program. In December 2020 the Stormwater Department

initiated a contract with Armstrong Glen to begin the engineering and design for the Street Sweeper Disposal Facility. A change order was approved on March 17, 2022 and this was completed in November 2022. The construction project was unsuccessful through informal bid process and low bidder was rejected due to errors in their bid. Staff proceeded with formal bid process and opened those bids on March 28, 2024. The low bidder was Rushing Contracting. The project included a 10% goal for minority business participation which was met by the low bidder. The contract period is 180 days.

There are two existing project accounts, one was created in 2016 and there were ARPA funds which made the total of \$336,320 which falls short of funding the project. Engineering is requesting to transfer funds from Stormwater Control Measures Stewarts Creek project in the amount of \$261,545. That project was identified by former staff and included in ARPA funding, current staff have been unable to locate a specific project or project documents that identify what project these funds were to be used to construct.

Council Member Kerr asked what the money was allocated to? Ms. McAllister stated that former staff proposed Stewarts Creek Stormwater Control Measure but it was very generic and could have been for anything. After the staff member left they went through the projects and it was very unclear what the funds were designated for, it could have been a combination of things. Ms. McAllister stated that they are proposing to move the funds into the Rushing Contracting project to fully fund the project. The \$261,545 is more than enough to fund this project. There is a Budget Ordinance to transfer the necessary funds.

Council Member Kerr asked where the facility will be located? Ms. McAllister stated that it will be located at the current facility and will be a much better process for disposing of those materials.

Motion: Approve the award of the Street Sweeper Waste Disposal Facility contract to Rushing Contracting in the amount of \$519,430.29, approve Budget Ordinance BO-2024-05, and authorize the City Manager to execute the documents including future change orders, if required, and forward to City Council for consideration on the April, 2024 Consent Agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

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

Opposed – None

Action: Motion approved

Item #3: Rate Study Update for Informational Purposes Only

Recommendations:

Water Resources presented item for informational purposes only, the proposal falls under the City Managers authorized signatory.

Presentation and Discussion:

Director of Water Resources, Scott Clark advised that a Request for Qualifications was sent to several consultants and three were received. After a successful selection process Raftelis was selected to conduct the rate study. Per Mr. Clark, Raftelis is going to do a review of all the rates that we charge, our rate model and look at all the business process. Water Resources has urged that this be completed as quickly as possible. The total project fees are \$198,812 and includes two annual reviews after the initial rate study for two additional fiscal years. They will develop a financial plan that will include projecting system revenue requirements, develop a forecast of billable units and revenue at existing rates, and evaluate the sufficiency of existing revenues to meet the projection of revenue requirements.

Item #4: Stewarts Creek Pump Station Upgrade Plan Set – A Force Main Project

Recommendation:

Water Resources is requesting the Public Enterprise Committee to award the contract for the Stewarts Creek Pump Station Upgrade Plan Set A – Force Main to Park Construction of NC Inc., in the amount of \$1,925,818.65, authorization for the City Manager to executed the necessary documents and recommends a motion to approve Budget Ordinance BO-2024-06 and forward items to Council for approval on the April 9th consent agenda.

Presentation and Discussion:

The Stewarts Creek Pump Station upgrade has been on the capital improvements list. There are force main upgrades and additional pumps that need to be added. The project was put out for bid and received seven bids from qualified contractors. The low bid was from Park Construction Corporation in the amount of \$1,925,818.65. This project is for the replacement of a 12-inch sanitary sewer force main with an increase in size to a 20-inch force main, this will ensure additional capacity in the future. This is required because additional development is upstream within that sewer collection basin requiring the additional pump to be added and the increase in size. There is also a BO-2024-06, that will need to be approved in the amount of \$300,000.

Motion:

To approve sending the contract for Park Construction Corporation and BO-2024-06 to City Council for approval. Staff requests that this item be placed on the City Council consent agenda and authorize the City Manager to execute the necessary documents.

Motion made by:

Council Member Julie Thompson

Second:

Council Member James Kerr

Voting:

In Favor – Council Member Julie Thompson and Council Member James Kerr

Opposed – None

Action:

Motion approved

Council Member Kerr asked if there was an ongoing or monthly task force going around looking for potential sources of inflow? Do you need more people to help locate these areas? What do you need to get inflow down to close to nothing as possible?

Mr. Clark responded that the inflow and infiltration is a challenge of systems throughout the country. Infiltration is the water that trickles through the soil and get in through old joints and pipes where inflow is a more direct source like a manhole cover off in a parking lot. Water is running directly into the sewer. Water Resources have staff out daily smoke testing, this is used to identify inflow sources. Those sources can include french drains, downspouts or gutters and broken sewer cleanouts. Water Resources has identified where some manhole covers have been missing along these sewer line right of ways. Water Resources has purchased Smart Covers to help us monitor the trends and flows in the lines. We are working with a contractor, Dukes Root Control, to deploy another type of sensor in the sewer main and several manholes along the large diameter lines that come into the WWTP. The second phase with Dukes Root Control will include a real time app that can read the levels in the lines to help narrow down the locations. All this takes funding, that is one of the greatest challenges. Water Resources is working with several contractors to smoke test approximately 75,000 lf of pipe along Wolf Pond and South Hayne Street area looking for areas of cross connections. Water Resources needs additional funding for inflow tracking and location and staffing to manage contracts. We need someone doing sewer system evaluation all day every day to review the data.

Council Member Kerr asked if Water Resources currently has a person dedicated to analyzing this data? Mr. Clark responded that about 65% of staff's time is spent with developer projects.

City Manager Mark Watson advised that he considers the inflow detection and remediation as the number one area where our utility could regain usable capacity. This must be made a priority and has to be done. Council Member Kerr asked how many people we need to go through the ditches? Mr. Clark advised that we need a sewer asset manager, a senior engineer, a civil engineer level III, civil engineer level I and two critical asset inspectors.

Mr. Clark will look at the information and identify specifically what is needed. City Manager Mark Watson asked how soon Mr. Clark can bring back a plan for addressing and finding the inflow and what it will take. Agreement was reached to have a special meeting on April 16th at 1:00 pm.

Item #5: Water and Sewer Fund Minimum Reserve

Recommendation:

Water Resources is recommending the Public Enterprise Committee to consider an adjustment of the Water and Sewer Fund minimum reserve requirement.

Presentation and Discussion:

Scott Clark explained that the water and sewer fund minimum reserve is currently at 100% and they are requesting to reduce that amount to 60%. The reserve threshold was changed in 2012 when Council approved taking the reserve to 100% to save additional funding for the plan

expansion project and possible other capital improvements. Lisa Strickland stated that in the electric and gas system the threshold is at 60% of operating expenses. Maintaining the reserve at 100% is not realistic as the Water Resources is struggling to fund capital projects.

Motion: To approve the revised reserve requirement of 60% of operating expense and forward to City Council to be place on consent agenda for approval.
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor** – Council Member Julie Thompson and Council Member James Kerr
Opposed – None
Action: Motion approved

Item #6: Monroe WWTP Flow Equalization Basin Project SR2127 Budget Ordinance 2024-07 and Change Order #1

Recommendation:

Water Resources is requested the Public Enterprise Committee to consider a Budget Ordinance in the amount of \$50,000 and a change order in the amount of \$159,388.67 for unforeseen construction circumstances encountered.

Presentation and Discussion:

This is part of the flow equalization basin number two project is nearing completion. There are some items that will be punch list items. The change order and budget ordinance will help the project get closer to completion.

Motion: To approve Budget Ordinance BO-2024-07, Change Order #1, authorization of the City Manager to execute all documents, and approval to be placed on Consent Agenda for the Regular Council meeting on April 9, 2024
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor** – Council Member Julie Thompson and Council Member James Kerr
Opposed – None
Action: Motion approved

Item #7: Natural Gas Supply Agreements

Recommendation:

Energy Services has determined that it is in the best interests of the City and natural gas customers to purchase a portion of natural gas from Black Belt Energy for large volume industries. Mr. Miller gave a presentation that detailed how the prepaid transactions with Black Belt Energy work and further how this will benefit not only the City but the large volume

industrial customers as well. This protects the City from the loss of either of the industries by turning back the natural gas to Black Belt Energy to remarket that gas. The ordinance allows both of industries to become commodity sales customers, this would be an adjustment to Energy Services fee schedule. Ordinance 2024-15 creates this class of customers. Mr. Miller went further and explained the financial impacts of the plan for the City as well as for ATI and Tyson. None of the industries have expressed any concerns. The next steps would be approval of the three resolutions and the ordinance. The transaction will be finalized in May or June when all the agreements with Tyson and ATI are completed. The gas flow would happen sometime in November to December of 2025 when we would start to realize the savings.

Motion: To approve sending R-2024-17 between the City and Black Belt Energy, R-2024-18 between the City and ATI Specialty Materials, R-2024-19 between the City and Tyson Foods and O-2024-15 for Large Volume Industrial Rate Schedule to the City Council consent agenda and to authorize the City Manager to execute the necessary documents.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor** – Council Member Julie Thompson and Council Member James Kerr

Opposed – None

Action: Motion approved

Item #8: Closed Session Pursuant to North Carolina General Statute (N.C.G.S.) Section 143-318.11(a)(5)

Motion: Move to Closed Session pursuant to North Carolina General Statute Section 143-318.11(a)(5) to establish, or to instruct the public body's staff or negotiating agents concerning the position taken by or on behalf of the public body in negotiating.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member Julie Thompson and Council Member James Kerr

Opposed – None

Action: Approved

After returning from closed session and there being for further business Council Member James Kerr asked for a motion to adjourn.

Motion: Adjourn Public Enterprise Committee meeting

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member Julie Thompson and Council Member James Kerr

Action: **Opposed** – None
 Approved

There being no further business, the meeting is adjourned at 5:07 p.m.

James Kerr, Chair

Next Meeting – April 16, 2024 at 1:00 p.m.

Public Enterprise Committee Minutes
Special Meeting
April 16, 2024
City Hall Conference Room
1:00 p.m.

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

Staff: Mark Watson, Terry Sholar, Robert Miller, Scott Clark, Lisa Strickland,
Rich Riser, Ron Weathers, Lisa Stiwinter, Doug Britt, Richard Long,
Sandra Slifer

Council Member James Kerr called the April 16, 2024 Public Enterprise Committee special meeting to order at 1:03 p.m.

Item #1: Inflow & Infiltration Presentation for Informational Purposes

Presentation and Discussion:

Mr. Clark, Director of Water Resources, presented, for information purposes only, information on the negative effect inflow and infiltration has on the sewer collection system.

Mr. Clark started by providing an overview of the Water Resources stating nearly 80 full-time employees. Water Resources has six divisions consisting of Administration/Engineering, Electrical/Instrumentation, Pipeline Maintenance, Construction, Water Treatment, and Wastewater Treatment. Reliable, efficient water and wastewater services are provided to approximately 38,000 citizens. The Department maintains 312 miles of water distribution pipes and 313 miles of collections and force main pipes. The Water Treatment Plant has a capacity of 11.1 MGD with a combined capacity with Union County Interconnect of 13.0 MGD. The Wastewater Treatment Plant capacity is 10.4 MGD. In FY 24 approximately \$1.5 Million was utilized for I&I reduction and repair efforts. Per the NPDES permit Water Resources is required to clean and inspect approximately 32-miles of collection system annually.

Mr. Clark went on to define inflow and infiltration and areas that the water can enter the system. He also discussed the Sewer System Evaluation Survey (SSES) and how this is an imperative step that includes project management of I&I efforts, sewer system evaluation, field survey, pipeline/manhole rehabilitation efforts, smoke testing/CCTV inspections and extensive flow monitoring/metering. In 2016 Frazier Engineering conducted an inflow study utilizing flow monitoring and flow meters. They conducted four phases along the trunk lines and identified quite a bit of inflow and infiltration. They were not utilized to go further up into the basins to narrow down specifically where the flow may be coming from. Additional flow monitoring and metering is needed to locate the input sources. The advantage of doing the flow monitoring is to have a formalized flow monitoring program where we work with a consultant over several years

to install flow monitors on our large diameter lines and start narrowing down to find the location the flow is coming from. You have to establish that baseline data so that you can focus efforts on that one area, once you establish a baseline then you begin to do post flow monitoring over a certain period of time, specifically during wet weather conditions. If we are able to reduce the inflow and infiltration and we have data to show the gain in capacity at the wastewater treatment plant.

Council Member James Kerr asked what cameras were used years ago and were they all removed? Mr. Clark explained the different kinds of flow monitors and flow metering devices and said that they used flow monitors and that they are not in place and would need to be put in place again. Council Member James Kerr asked how long it takes? Mr. Clark said once funding is in place we can get an RFQ or supplemental contract and have someone come and install the monitors. He further stated that as we approach the dryer season with summertime localized thunderstorms and not the 3 to 4 days of heavy rainfall provides a good time to have them installed, they could be installed within two months. Once you get a good baseline data then they would be able to go farther up and determine the specific area to focus on.

Mr. Clark went on to further explain the consequences of excessive inflow and infiltration. He stated that all systems have inflow and infiltration with small amounts being tolerable but it is considered excessive when it leads to sanitary sewer overflows or the cost to get the wastewater to the treatment plant exceeds the cost to eliminate the sources. Excessive inflow and infiltration results can also lead to penalties and regulatory requirements from North Carolina Department of Environmental Quality or the United States Environmental Protection Agency. Inflow and infiltration is reduced by using a combination of approaches including staffing and consultants to manage I & I reduction efforts, flow monitoring program, CCTV and sonar inspections, smoke testing of gravity sewer, critical asset inspection program to prevent assets from becoming liabilities and pipeline rehab/replacement program that replaces aging infrastructure based on data from flow monitoring program. One of the main resources used to identify an issues is smoke testing, this helps locate gutters, storm drains, and other areas that are connected to the sewer system. Working with homeowners is an important key to success and sometimes Code Enforcement will be contacted to assist.

Mr. Clark provided a chart showing the average collection system pipeline age with the majority being placed into service from 1990 to 1999 at 27%. Much of the increase during that period was due to annexation and growth.

Current I&I reduction efforts include 27 smart covers deployed in the system to help detect where the flow is coming from, these are level sensor indicators. They are working on a Bearskin Creek Outfall assessment with a contractor to conduct survey services on the 30' including manhole inspections and providing information on inflow and infiltration, manholes being slid off, stream bank erosion, etc. The records for abandoned infrastructure is lacking, the contractor will also be surveying the abandoned 21" sewer main to determine if this may be a source. Currently in phase 1 of the Dukes Root Control contract they have installed flow trackers, these do not calculate the volume but the level of the flow. Dukes Root Control has come in and installed 14 of the trackers and are 21,000 fee of pipe. Phase 2 will be provide monitoring for the Stewarts Creek outfall, that will cover about 25,000 feet. That information

will help pinpoint areas to focus. These are level sensors and not flow monitors and will not calculate the volume of flow in the pipe. Initial focus will be on the Stewarts Creek as we are getting ready to upgrade from a 12-inch sewer main to 20-inch sewer main and also add an additional pump. This area is inundated with a lot of rainwater during rain events. Stewarts Creek significantly impacts our plant. Phase 3 will be determined by data provided from the prior two phases that will narrow down to more specific areas. Over the past three months' staff has smoke tested approximately 127,000 linear feet of sewer lines we will be bringing in Vision NC to smoke test approximately 100,000 feet between the Stewarts Creek and Richardson Creek basin where there is significant flow during heavy rains. We have also shut down our construction division and have two four person crews that will be smoke testing the 31 inch and 21 inch outfalls along Bearskin Creek starting at opposite ends looking for any issues. With the combined resources approximately 264,000 linear feet or approximately 50 miles of pipe will be smoke tested.

Mr. Clark further stated they are also pipe burst approximately 108,000 linear feet since 2002 and there is approximately 230,000 linear feet of 6-inch and 10-inch remaining to be pipe burst. We are also utilizing Cured-in-place-piping (CIPP) which is using an epoxy lining using hot water or steam to cure the lining which then hardens. Currently under contract to install about 4,500 linear feet throughout various sections of the system. Currently working on a contract to rehabilitate approximately 80 manholes.

The resources needed to address I&I would include a consultant to assist with I&I reduction through an RFQ, this consultant would be needed for approximately 3 years for data review (SSES), to develop a Rehabilitation Master Plan, Flow Monitoring/Metering inflow identification, Wet-Weather Inspections, Smoke Testing, Manhole Inspections, develop a Find & Fix Construction Plan, Critical Asset inspections, and to manage/inspect work, anticipated costs is \$175,000 annually. Second would be a consultant for provide assistance with identifying where to install flow meters, review data, provide recommendations, and provide flow meters as needed. These flow meters will identify where the most significant sources of inflow is coming from. The City would also purchase flow meters to reduce the amount of meters needed to rent, the approximately cost is \$125,000. Third would be smoke testing large diameter lines to be completed by staff, using contracted resources as needed to expedite efforts, anticipated cost is \$175,000. Fourth effort is manhole rehabilitation on large diameter lines. There are a number of older brick manholes that are significant sources of I&I. Approximately \$325,000 per year would be used to rehab these manholes.

City Manager Mark Watson asked if the Rehabilitation Master Plan would give a priority list of the most critical areas to address and what can be put off until next year? Without this how would you establish a priority? Current list has been compiled by staff based on various sewer related fields and whether it is a broken line and on inspection.

Council Member Kerr stated that it looks like \$325,000 annually and \$500,000 one time. Mr. Clark stated the \$325,000 annually for the manhole rehabilitation is to focus on off-stream manholes which are harder to access. Mr. Clark stated that some of the funding requested is for manhole rehabilitation but the rest of this funding is for trying to locate where the inflow is coming from.

City Manager Mark Watson asks with the potential cross connection with stormwater that's been piped into the sanitary sewer, what recourse does the City have whether by the contractor, developer, or somebody else? Mr. Clark stated that in the event of a subdivision managed to connect catch basins to the sewer line there are a couple ways to approach including reaching out to EPA Criminal Investigations, local and/or federal special agents in the area.

City Manager Mark Watson went on to further discuss the Union County participation in the wastewater updates and the importance of all areas involved. Mr. Watson further stated that the quicker we can get some of this done and concentrate on the areas that we think might be coming from the better. The more important thing that can be done is to take a vote and have a meeting with County Commissioners as soon as possible.

Motion: Recommendation to encourage joint Council/Commission meeting in the very near future
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson
Opposed – None
Action: Motion approved

There was no further business. There being none, Council Member James Kerr asked for a motion to adjourn.

Motion: Adjourn Public Enterprise Committee Special Meeting
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson
Opposed – None
Action: Motion approved

There being no further business, the meeting is adjourned at 2:30 p.m.

James Kerr, Chair

Next Meeting – May 7, 2024



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: May 7, 2024

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

PREPARED BY: Laurie Broome, Solid Waste Coordinator

SUBJECT: Solid Waste Contract Change Order

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider an increase to the Solid Waste Contract price between the City of Monroe and Waste Pro.

REVIEW

Waste Pro notified Staff on March 6, 2024 that the Union County Transfer Station has increased their disposal cost \$7.00 per ton for MSW (municipal solid waste). The existing contract, under Section 7: Compensation, allows for a yearly CPI increase and adjustments to changes in fuel price, however disposal increases are not listed as part of compensation under that section. Under the General Provisions section of the contract J. Cost: "Any new cost not specifically noted in this contract must be submitted to the City in writing for approval in advance." Waste Pro has asked Staff to consider an increase to the monthly charges for service based on this disposal increase.

Since 2012, the disposal rate has been \$36.00 per ton and charged in the monthly rate for each service. These services include solid waste, recycling, yard waste, bulk, downtown dumpsters and City of Monroe facility dumpsters. At this time, Waste Pro has requested an increase to the monthly invoice to cover these additional fees. Current monthly cost for all services is \$243,309.36 and that cost would increase to \$261,464.62. There are six invoices left to pay in this contract term, for a total increase of \$108,931.56. There are enough funds in the solid waste fund balance to cover this increase. The attached Budget Amendment (BA-2024-13) reflects the request for funds from the Solid Waste fund balance for the three remaining months of FY24. The contract will expire as of September 2024 and Staff has been working with Waste Pro to

negotiate an extension. Staff plans to bring the contract extension forward next month. Staff has requested a \$3.00 increase to the solid waste fee schedule to cover this disposal increase, as well as the CPI increase and the contract renewal negotiation for FY25.

RECOMMENDATION

The Public Enterprise Committee is requested to approve the following:

1. Increase requested by Waste Pro for disposal costs.
2. Budget Amendment, BA-2024-13
3. Authorize the City Manager to execute the necessary change order to the Solid Waste Contract.

Attachments:

Waste Pro Rate Change Notification Letter
Budget Amendment (BA-2024-13)

**BUDGET AMENDMENT
BA-2024-13**

1. Amendment necessary to provide funding for the disposal cost increase for the Solid Waste contract.

Solid Waste Fund:

Revenue:

Appropriation from Fund Balance	\$35,768.00
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Expenditure:

Refuse Collection	\$35,768.00
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Adopted this 14th day of May, 2024.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



March 6, 2024

Mrs. Laurie Broome
Solid Waste Coordinator
City of Monroe
300 W Crowell Street
Monroe, NC 28112

RE: Rate Change Notification

Dear Mrs. Broome,

Please find this letter to serve as a notification regarding the disposal rate changes from Union County. The County issued a notice of change letter in September 2022 but did not implement it. The county issued another notice of change letter in September 2023 but did not implement it until January 1, 2024, when both increases were captured.

Waste Pro held the rate change until the increases were implemented. The changes are outlined in the tables below. We have attached a copy of both letters from Union County for your convenience.

Commercial Disposal Increase

	\$7.00	\$0.58 8.66	17.32	25.98	34.64
Front Load (Times per Week)	2 Yard	4 Yard	6 Yard	8 Yard	
\$0.58	\$ 5.02	\$ 10.05	\$ 15.07	\$ 20.09	
\$0.58	\$ 10.05	\$ 20.09	\$ 30.14	\$ 40.18	
\$0.58	\$ 15.07	\$ 30.14	\$ 45.21	\$ 60.27	

Recycling (Times per Week)	2 Yard	4 Yard	6 Yard	8 Yard	
\$0.58	\$ 5.02	\$ 10.05	\$ 15.07	\$ 20.09	
\$0.58	\$ 10.05	\$ 20.09	\$ 30.14	\$ 40.18	
\$0.58	\$ 15.07	\$ 30.14	\$ 45.21	\$ 60.27	

Residential Disposal Increase

Type	Annual Tons	Monthly Tons	Annual Increased Dollars	Monthly Increase d Dollars	House Count	Per Unit Per Month Rate Change
MSW	10,895.94	908.00	\$76,271.59	\$6,355.97	12,161	\$0.52
REC	2,420.61	201.72	\$19,364.87	\$1,613.74	12,161	\$0.13
YW	1,184.33	98.69	\$8,290.31	\$690.86	11,543	\$0.06
BULK	2,221.48	185.12	\$15,550.36	\$1,295.86	11,543	\$0.11
	16,722.36					

.12
\$0.83 .81 JNB

As always, we thank you for the opportunity to serve the citizens of the City of Monroe and look forward to our continued partnership.

Sincerely,

Malinda Barkley

Malinda Barkley
Regional Director of Government Affairs

Enclosure

cc: Chip Gingles
Regional Vice President, North Carolina



Waste Pro USA
185 Manor Ave.
Concord, NC 28025

Dear Waste Pro USA,

Union County continues to experience rapid population growth, and as a result, our Solid Waste department has seen a surge in our waste stream.

The Solid Waste department has seen unprecedented increases in Construction and Demolition (C&D) and Municipal Household Waste (MSW) tonnage. In order to improve service and meet this growing demand, we are making investments in infrastructure and responding to the volatile economic conditions that have affected several industries throughout the nation.

Over the next two years, our department will be undergoing significant changes with the expansion of our current C&D landfill, a \$2.5 million renovation to the Austin Chaney Collection Center, and improvements to our existing Transfer Station. We will also be negotiating a new Transportation and Disposal contract for MSW materials.

These investments have prompted a need to increase our C&D and MSW tiered rate structure per the attached new fee schedule. The new fee schedule reflects a \$4 per ton increase for C&D material and a \$2 per ton increase for MSW material. These rates will go into effect September 1, 2022.

We appreciate your continued business and we assure you that every effort is being made to keep our costs down and our customer service high. If you have any questions regarding these changes, please contact our office at 704.283.3657.

Sincerely,

Jeff Caton
Interim Solid Waste Director
Union County Government

Solid Waste
500 N. Main Street
Monroe, NC 28112
T 704.283.3657

unioncountync.gov



Waste Pro USA
185 Manor Ave.
Concord, NC 28025

Dear Waste Pro USA,

Union County continues to experience rapid population growth, and as a result, our Solid Waste department has seen a surge in our waste stream.

The Solid Waste department has seen unprecedented increases in Construction and Demolition (C&D) and Municipal Household Waste (MSW) tonnage. In order to improve service and meet this growing demand, we are making investments in infrastructure and responding to the volatile economic conditions that have affected several industries throughout the nation.

Over the next year, our department will be undergoing significant changes with the expansion of our current C&D landfill, a \$2.5 million renovation to the Austin Chaney Collection Center, and improvements to our existing Transfer Station. We will also be negotiating a new Transportation and Disposal contract for MSW materials.

These investments have prompted a need to increase our C&D and MSW tiered rate structure per the attached new fee schedule. The new fee schedule reflects a \$1 per ton increase for C&D material and a \$3 to \$5 per ton increase for MSW material. These rates will go into effect September 1, 2023.

We appreciate your continued business and we assure you that every effort is being made to keep our costs down and our customer service high. If you have any questions regarding these changes, please contact our office at 704.283.3576.

Sincerely,

Caleb Sinclair
Solid Waste Director
Union County Government

Solid Waste
500 N. Main Street
Monroe, NC 28112
T 704.283.3576

unioncountync.gov



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: May 7, 2024

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

PREPARED BY: Sarah McAllister, P.E., Engineering Director

SUBJECT: Request for Sidewalk Variance at Bob Mayberry Hyundai, 3220 W Hwy 74

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider a request from Steve Galanti, with Davis Martin Powell, to waive the eight-foot wide sidewalk requirement along Fowler Secrest Road associated with the proposed Bob Mayberry Hyundai site development at 3220 W Hwy 74.

REVIEW

The City of Monroe *Standard Specifications and Detail Manual*, Section 02.02.06 Sidewalk Requirements, requires sidewalk to be provided along existing arterial and collector streets as a development requirement based on a list of streets identified in section 02.02.06 B. Development Requirements of the Manual. An email is attached from Steve Galanti, with Davis Martin Powell, requesting a waiver of the sidewalk requirement along Fowler Secrest Road. Reasons for the request cite existing utilities, current street cross section, and the potential for the future NCDOT project to damage the newly installed sidewalk. In addition, they feel the extent of the required public improvement (500 linear feet of sidewalk) is out of scale with the nature of the proposed work which involves the reconstruction of 3,569 square feet of the existing building and other interior renovations.

As proposed, the site development requires approximately 500 linear feet of eight-foot wide sidewalk along Fowler Secrest Road and a little over 1,000 linear feet along US Hwy 74. Staff allowed the sidewalk along US Hwy 74 to be shown on the plans as to be completed by others since the sidewalk is included in NCDOT Project U-5764, the US 74 widening project. The intent

of the sidewalk policy outlined in the Detail Manual is to allow new development to share in the placement of sidewalk along major arterials and collector streets, providing for an alternative means of transportation other than motor vehicle. Over time, this process will allow sections to be completed. Pedestrian friendliness correlates to the livability of the community.

The inclusion of pedestrian facilities meets the NCDOT Complete Streets Policy to consider and incorporate several modes of transportation when building new projects or making improvements to existing infrastructure. Existing pedestrian facilities are taken into consideration during the development of State Transportation Improvement Program Projects and decreases the costs to the City for their completion.

A copy of the email from Steve Galanti requesting the variance is attached along with the site and paving plan for Bob Mayberry Hyundai.

RECOMMENDATION

The Public Enterprise Committee is requested to consider the request for a variance from the City's *Standard Specifications and Detail Manual* regarding the sidewalk requirements along the property frontage on Fowler Secrest Road for the Bob Mayberry Hyundai project located at 3220 W Hwy 74.

Attachments:
Email of Request for Sidewalk
Variance dated April 16, 2024
from Steve Galanti
Bob Mayberry Hyundai Site Plan

Sarah McAllister

From: Steve Galanti <sgalanti@dmp-inc.com>
Sent: Tuesday, April 16, 2024 2:19 PM
To: Sarah McAllister
Cc: Blake Hayworth; Eddie MacEldowney
Subject: Bob Mayberry Hyundai / 3220 W. Hwy 74 / PRRN202402389
Attachments: Pages from 230151-Set.pdf

Good Afternoon Sarah,

Here is the variance request for Bob Mayberry Hyundai. I have also attached the existing conditions and site plan for your use.

Please let us know what the next steps are.

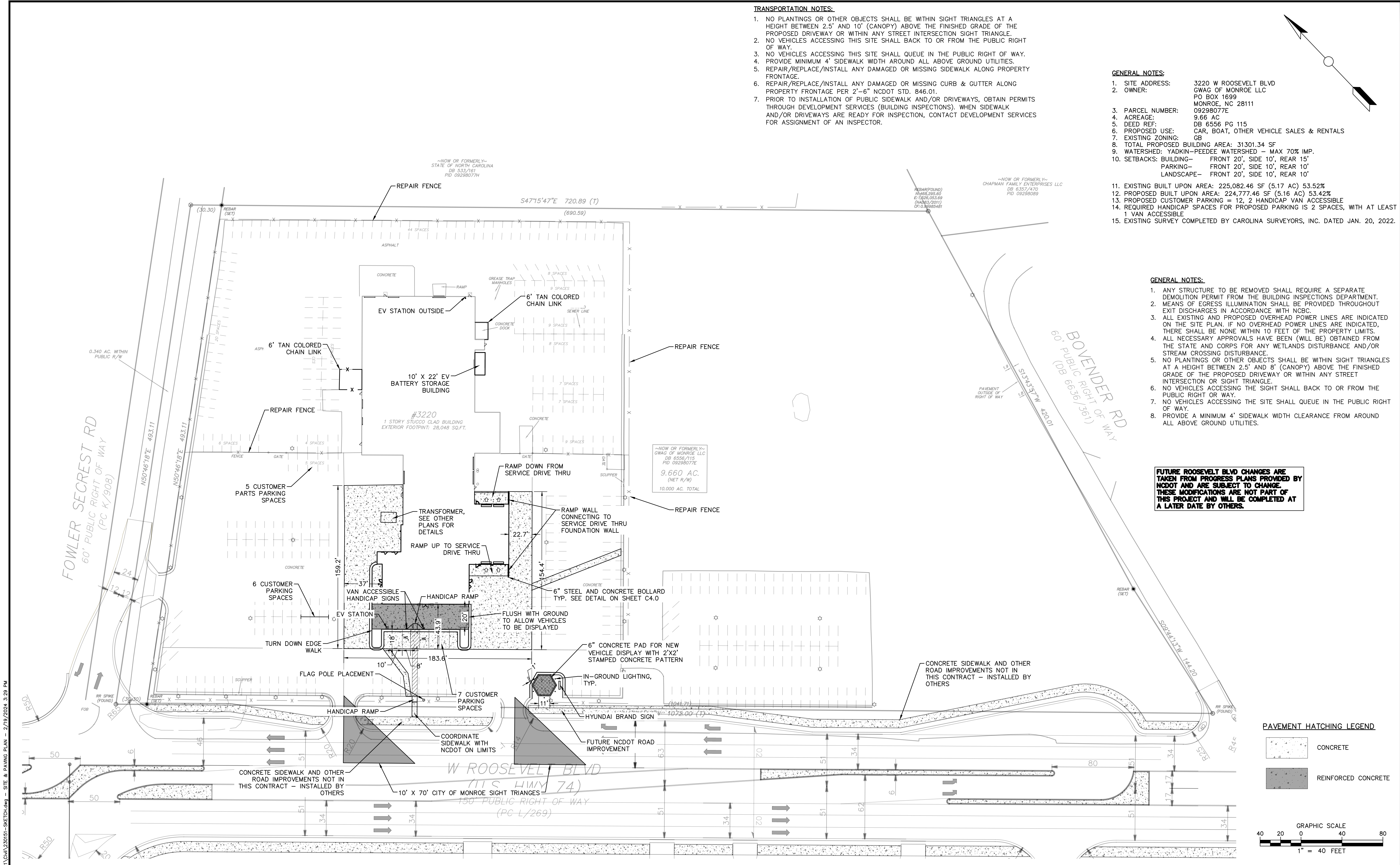
As part of the erosion control plan review, Engineering - Erosion Control Review (Tonya Griffin) included a comment which requires the installation of an 8-foot wide sidewalk along the property frontage facing Fowler Secrest Road, in accordance with Section 02.02.06 B of the City of Monroe Standard Specifications and Detail Manual.

The property owner would like to request a variance to this requirement and submits the following information for your consideration:

1. Site Constraints – The current street cross section is a ribbon paved street with a side ditch for stormwater runoff. There are also several utilities located between the road and the right-of-way line. These utilities include utility poles and fire hydrants. The existing condition hinders the owner's ability to install the sidewalk and its associated grading.
2. Extent – The current use located on the property is an auto dealership and after the proposed work it will remain an auto dealership. The proposed project is to remove the front portion of the existing building and reconstruct it at the same location. The reconstruction involves 3,569 square feet. The remainder of the building will stay and be renovated. The length of the required sidewalk is approximately 500 linear feet. Although this is a non-residential development, the owner feels that the extent of the required public improvement (sidewalk) is out of scale with the nature of the work being done on site.
3. NCDOT Project – NCDOT has plans to widen and improve Highway 74 along the frontage of this site. As part of that project, NCDOT will be grading and constructing sidewalk along the Highway 74 frontage of the site. The widening project will occur after the completion of the proposed work for the dealership. Therefore, there is the potential that NCDOT will remove and/or damage the newly installed sidewalk while proceeding with their project.

Thanks,

Steve Galanti, AICP
Davis • Martin • Powell
6415 Old Plank Road • High Point, NC 27265



- TRANSPORTATION NOTES:**
1. NO PLANTINGS OR OTHER OBJECTS SHALL BE WITHIN SIGHT TRIANGLES AT A HEIGHT BETWEEN 2.5' AND 10' (CANOPY) ABOVE THE FINISHED GRADE OF THE PROPOSED DRIVEWAY OR WITHIN ANY STREET INTERSECTION SIGHT TRIANGLE.
 2. NO VEHICLES ACCESSING THIS SITE SHALL BACK TO OR FROM THE PUBLIC RIGHT OF WAY.
 3. NO VEHICLES ACCESSING THIS SITE SHALL QUEUE IN THE PUBLIC RIGHT OF WAY.
 4. PROVIDE MINIMUM 4' SIDEWALK WIDTH AROUND ALL ABOVE GROUND UTILITIES.
 5. REPAIR/REPLACE/INSTALL ANY DAMAGED OR MISSING SIDEWALK ALONG PROPERTY FRONTAGE.
 6. REPAIR/REPLACE/INSTALL ANY DAMAGED OR MISSING CURB & GUTTER ALONG PROPERTY FRONTAGE PER 2'-6" NCDOT STD. 846.01.
 7. PRIOR TO INSTALLATION OF PUBLIC SIDEWALK AND/OR DRIVEWAYS, OBTAIN PERMITS THROUGH DEVELOPMENT SERVICES (BUILDING INSPECTIONS). WHEN SIDEWALK AND/OR DRIVEWAYS ARE READY FOR INSPECTION, CONTACT DEVELOPMENT SERVICES FOR ASSIGNMENT OF AN INSPECTOR.

- GENERAL NOTES:**
1. SITE ADDRESS: 3220 W ROOSEVELT BLVD
 2. OWNER: GWAG OF MONROE LLC
PO BOX 1699
MONROE, NC 28111
 3. PARCEL NUMBER: 09298077E
 4. ACREAGE: 9.66 AC
 5. DEED REF: DB 6556 PG 115
 6. PROPOSED USE: CAR, BOAT, OTHER VEHICLE SALES & RENTALS
 7. EXISTING ZONING: GB
 8. TOTAL PROPOSED BUILDING AREA: 31301.34 SF
 9. WATERSHED: YADKIN-PEEDEE WATERSHED - MAX 70% IMP.
 10. SETBACKS: BUILDING- FRONT 20', SIDE 10', REAR 15'
PARKING- FRONT 20', SIDE 10', REAR 10'
LANDSCAPE- FRONT 20', SIDE 10', REAR 10'
 11. EXISTING BUILT UPON AREA: 225,082.46 SF (5.17 AC) 53.52%
 12. PROPOSED BUILT UPON AREA: 224,777.46 SF (5.16 AC) 53.42%
 13. PROPOSED CUSTOMER PARKING = 12, 2 HANDICAP VAN ACCESSIBLE
 14. REQUIRED HANDICAP SPACES FOR PROPOSED PARKING IS 2 SPACES, WITH AT LEAST 1 VAN ACCESSIBLE
 15. EXISTING SURVEY COMPLETED BY CAROLINA SURVEYORS, INC. DATED JAN. 20, 2022.

- GENERAL NOTES:**
1. ANY STRUCTURE TO BE REMOVED SHALL REQUIRE A SEPARATE DEMOLITION PERMIT FROM THE BUILDING INSPECTIONS DEPARTMENT.
 2. MEANS OF EGRESS ILLUMINATION SHALL BE PROVIDED THROUGHOUT EXIT DISCHARGES IN ACCORDANCE WITH NCBC.
 3. ALL EXISTING AND PROPOSED OVERHEAD POWER LINES ARE INDICATED ON THE SITE PLAN. IF NO OVERHEAD POWER LINES ARE INDICATED, THERE SHALL BE NONE WITHIN 10 FEET OF THE PROPERTY LIMITS.
 4. ALL NECESSARY APPROVALS HAVE BEEN (WILL BE) OBTAINED FROM THE STATE AND CORPS FOR ANY WETLANDS DISTURBANCE AND/OR STREAM CROSSING DISTURBANCE.
 5. NO PLANTINGS OR OTHER OBJECTS SHALL BE WITHIN SIGHT TRIANGLES AT A HEIGHT BETWEEN 2.5' AND 8' (CANOPY) ABOVE THE FINISHED GRADE OF THE PROPOSED DRIVEWAY OR WITHIN ANY STREET INTERSECTION OR SIGHT TRIANGLE.
 6. NO VEHICLES ACCESSING THE SITE SHALL BACK TO OR FROM THE PUBLIC RIGHT OF WAY.
 7. NO VEHICLES ACCESSING THE SITE SHALL QUEUE IN THE PUBLIC RIGHT OF WAY.
 8. PROVIDE A MINIMUM 4' SIDEWALK WIDTH CLEARANCE FROM AROUND ALL ABOVE GROUND UTILITIES.

FUTURE ROOSEVELT BLVD CHANGES ARE TAKEN FROM PROGRESS PLANS PROVIDED BY NCDOT AND ARE SUBJECT TO CHANGE. THESE MODIFICATIONS ARE NOT PART OF THIS PROJECT AND WILL BE COMPLETED AT A LATER DATE BY OTHERS.

DRAWING NAME: F:\2023\230151\Gwa\230151-SKETCH.dwg - SITE & PAVING PLAN - 2/19/2024 3:29 PM

REV	DATE	DESCRIPTION	BY	PROJECT
1				230151
2				DEC 2023
3				DESIGNED JDJ
4				DRAWN JDJ
5				CHECKED EM
6				SCALE AS NOTED
				SURVEYED N/A

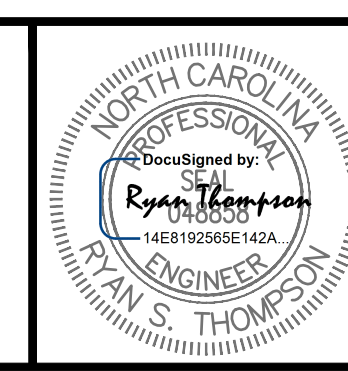


THE SCALE BAR SHOWN BELOW MEASURES ONE INCH LONG ON THE ORIGINAL DRAWING.

811
Know what's below.
Call before you dig.
Dial 8-1-1

DAVIS • MARTIN • POWELL
ENGINEERS & SURVEYORS **dmp**

6415 OLD PLANK RD, HIGH POINT, NC 27265 | T: (336) 886-4821 | F: (336) 886-4458 | WWW.DMP-INC.COM | LICENSE: F-0245



PRELIMINARY
FOR REVIEW ONLY
NOT FOR CONSTRUCTION

SITE & PAVING PLAN
MAYBERRY HYUNDAI
3220 W ROOSEVELT BLVD
CITY OF MONROE, UNION COUNTY
MONROE, NORTH CAROLINA

SHEET NO.

C2.0

OF ____

**RESOLUTION AUTHORIZING EXTENSION OF 2019 TENNERGY NATURAL GAS
PREPAY TRANSACTION, APPROVING EXECUTION AND DELIVERY OF
NATURAL GAS SUPPLY AGREEMENT AMENDMENT RELATING TO SAID
PURCHASE AND CONSENTING TO ASSIGNMENT OF CERTAIN OBLIGATIONS
UNDER GAS SUPPLY AGREEMENT IN CONNECTION WITH ISSUANCE OF
BONDS BY TENNERGY CORPORATION
R-2024-27**

WHEREAS, by Resolution adopted October 2, 2018, the City of Monroe, North Carolina (“Participant”) authorized participation in a prepaid natural gas transaction by which Participant purchased a long-term supply of natural gas from Tennergy Corporation (“Tennergy”) pursuant to a Natural Gas Supply Agreement (the “Supply Agreement”) dated February 1, 2019, and in a bond transaction underwritten by Royal Bank of Canada (the “2019 Tennergy Prepay”); and

WHEREAS, the 2019 Tennergy Prepay is currently repricing and Tennergy has been advised by Royal Bank of Canada, as the gas supplier and bond underwriter, that an extension of the prepay term by approximately 5 years will result in an increased discount to the Participant on the transaction;

NOW, THEREFORE, BE IT RESOLVED, That the City Council of City of Monroe, North Carolina authorizes and approves the City Manager (the “Authorized Person”) to negotiate, approve and execute such amendments to the Tennergy 2019 Prepay documents as they deem appropriate, including without limitation extension of the period of gas deliveries by not more than 5½ years. The Authorized Person may further deliver such certificates and closing documents as they deem necessary.

Adopted this _____ day of May, 2024.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: May 7, 2024

FROM: Rob Miller, Energy Services Director

PREPARED BY: Rob Miller, Energy Services Director

SUBJECT: Adopt Resolution R-2024-27 for Natural Gas Supply Agreement Amendment between the City of Monroe and Tennergy

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider approval of Resolutions R-2024-27 for the natural gas supply agreement amendment to the Pre-pay transaction between City of Monroe and Tennergy.

Staff has determined that it is in the best interest of the City of Monroe natural gas system and customers, that City of Monroe continue to purchase a portion of its annual natural gas supply from Tennergy.

Through this transaction the City will acquire a portion of its natural gas supply for all firm customers at a discount to index-based market prices. This would help ensure that the city can provide natural gas service at competitive prices on a long-term basis.

REVIEW

On October 2, 2018, the City Council of the City of Monroe, North Carolina (the “Participant”) approved the Participant’s participation in a 30-year natural gas prepayment project with Tennergy Corporation (“Tennergy”), pursuant to which the Participant and Tennergy entered into a Natural Gas Supply Agreement (the “Supply Agreement”) dated February 1, 2019. Tennergy successfully priced the bond issuance and closed the transaction with Royal Bank of Canada on February 21, 2019. The initial reset period for the project ends September 30, 2024. Tennergy is actively

working towards positioning the project for a successful repricing prior to the end of the initial reset period.

The natural gas currently purchased through the Tennergy project is priced at a \$0.30/MMBtu discount to the monthly market index price. For the upcoming reset period, Tennergy estimates the projected discount to be \$0.42/MMBtu, if the Participant agrees to extend the project gas deliveries through August 2054. Extending the deliveries to an approximately 30 year term will generate approximately \$0.07/MMBtu of the above-projected discount. The length of the next pricing period is projected to be approximately 7 years.

The successful reset of this project is contingent on Tennergy's ability to sell the tax exempt bonds needed to finance the prepayment. The actual discount will be dependent upon market conditions at the time of pricing the bonds.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee approve sending the following Resolutions/Ordinance to City Council for approval:

- Resolution R-2024-27 for Natural Gas Supply Agreement Amendment between the City of Monroe and Tennergy

Staff requests that this item is placed on the City Council agenda to authorize the City Manager to execute the necessary documents.

Attachment:
Resolution R-2024-27



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: May 7, 2024

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 14, 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 requirements of

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 March 8, 1967

STATE OF NORTH CAROLINA

ABANDONMENT OF EASEMENT

COUNTY OF UNION

THIS DOCUMENT is executed this 14th day of May, 2024 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:

Bridgette H. Robinson, City Clerk

By: _____
Robert A. Burns, Mayor

[City Seal]

STATE OF NORTH CAROLINA
COUNTY OF UNION

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, 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 May, 2024.

_____(SEAL)

Sherry H. Hicks, Notary Public
My Commission Expires: 01/04/2026

NORTH CAROLINA
UNION COUNTY

UTILITIES EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That We, 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 1st day of October, 1966.

Witness:

L. L. DineW. M. Sells (Seal)L. L. DineW. M. Sells (Seal)North Carolina
Union County

I, W. M. Sells a Notary Public in and for said County and State, do hereby certify that W. M. Sells and wife, Ethel A. Sells 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 W. M. Sells and wife, Ethel A. Sells signed the foregoing instrument) for the purpose and intents therein expressed.

Witness my hand and Notarial Seal, this the 1st day of October, 1966.

My Commission Expires:

November 30, 1966North Carolina
Union County

The foregoing certificate of W. M. Sells, 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.

Charles R. Carter, Notary Public

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.
Clara Lacey
Register of Deeds.

225
no stamps

NORTH CAROLINA

STREET RIGHT-OF-WAY

UNION COUNTY

KNOW ALL MEN BY THESE PRESENTS, That I (We) W. M. Sells and wife
~~and~~ Ethel A. Sells of Monroe, N. C., Grantor(s), in considera-
tion of One (\$1.00) Dollar to ~~me~~ (us) paid by the City of Monroe and in further
consideration of benefits accruing to ~~myself~~ (ourselves) ~~my~~ (our) heirs, repre-
sentatives and successors in title, receipt whereof is hereby acknowledged, to
hereby grant and convey to the City of Monroe, North Carolina, a 50 foot
street-right-of-way easement for the purpose of constructing and/or widening
a new street _____, located in the City of Monroe, said point being
_____ Center line
located on ~~my~~ (our) property 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 520 feet;
thence South 10 degrees East 35 feet to a point in the W. M. Sells' Western
property line. It is the intent for this street easement to follow the lines
of the utility easement granted by W. M. Sells and wife, Ethel A. Sells to the
City of Monroe on October 14, 1966 and recorded in Deed Book 208, Page 490. It
is agreed and understood if the City of Monroe abandons and ceases maintenance
on the said street, said easement would revert back to the above property owners.

Said easement to also include the installation, operation and maintenance of
all utilities (water, gas, sewer and electricity) above or below ground.

IN TESTIMONY WHEREOF, the party (ies) of the first part, grantor (s) have
(~~has~~) hereunto set ~~his~~ (their) hand. (s) and seal (s) on the 7 day of
May 7, 1969.

Witness:
J. C. Dore
J. C. Dore

W. M. Sells (Seal)
W. M. Sells
Ethel A. Sells (Seal)
Ethel A. Sells

North Carolina-Union County

I, Claudette N. Smith, a Notary Public in and for said County and State,
do hereby certify that J. C. Dore personally
appeared before me this day (and acknowledged the due execution of the fore-
going instrument) or (and being duly sworn stated that in his presence
signed the fore-
going instrument) for the purpose and intents therein expressed.

Witness my hand and Notarial Seal, this the 7 day of May, 1969.
My Commission Expires: Dec. 1, 1970

Claudette N. Smith (Seal)

North Carolina - Union County

The foregoing certificate of Claudette N. Smith, Notary Public of Union
County is advised to be correct. Let the foregoing instrument with this
certificate be registered. This instrument was presented for registration
and recorded in this office at Book 224, Page 588
This 12 day of May, 1969 at 2:50 P.M.

Clara L. Lang (Seal)
By: Lessie B. Williams
Dep



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: May 7, 2024

FROM: Scott E. Clark, Director of Water Resources

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

SUBJECT: 18-in Water Line Easement Abandonment

SUMMARY STATEMENT

The PEC is requested to consider approval of the abandonment of an easement that is no longer needed for a City of Monroe 18-inch water line. This water line has been realigned as part of the proposed manufacturing facility owned by Windsor Windows Company. The existing 18-inch water main bisects the project site, and its relocation will allow for full site development.

REVIEW

The City was granted an easement executed on July 15, 1970 and recorded with the Registry of Deeds of Union County, North Carolina on May 28, 1971 at Book 240, Page 389. 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 Windsor Windows industrial development has not utilized the street right-of-ways. The water line has been relocated adjacent to the proposed industrial building to facilitate construction of the infrastructure for the building.

The City of Monroe entered into an agreement with Windsor Window Company to relocate 18-inch water line as well as the need for the existing easement upon relocation of the water line. The City has fulfilled the requirements of 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 July 15, 1970

STATE OF NORTH CAROLINA

ABANDONMENT OF EASEMENT

COUNTY OF UNION

THIS DOCUMENT is executed this 14th day of May, 2024 by the City of MONROE, a municipal corporation (hereinafter “City”) of the County of Union and State of North Carolina.

WHEREAS, the Windsor Window Company (Developer), proposing to construct a manufacturing facility on the property at 1100 N. Sutherland Ave. and further identified by parcel number 09-180-064, said property is recorded in Deed Book 8307 Page 86 of the Union County Registry, shown on that certain survey by Lawrence Associated entitled “Boundary Survey-Final Plat Billy Place, LLC & Yard Family, LLC Property”, dated October 17, 2018 and recorded in Plat Cabinet O, File 323, of Union County Registry, dedicating certain easements or rights of way including a fifty foot (30 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 thirty foot (30 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 (30 ft.) wide General Public Utility Easement (GPUE) as shown and depicted on Deed Book 8307, Page 86, Union County Registry and on survey by Lawrence Associated entitled “Boundary Survey-Final Plat Billy Place, LLC & Yard Family, LLC Property”, dated October 17, 2018 and recorded in Plat Cabinet O, File 323, of the 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.

ATTEST:

CITY OF MONROE

Bridgette H. Robinson, City Clerk

By: _____
Robert A. Burns, Mayor

[City Seal]

STATE OF NORTH CAROLINA
COUNTY OF UNION

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, 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 May, 2024.

_____(SEAL)

Sherry H. Hicks, Notary Public
My Commission Expires: 01/04/2026

JEN
L.N.M.

RECORDED
AND
VERIFIED
MCC

BOOK 240 PAGE 389

NORTH CAROLINA
UNION COUNTY

WATER LINE EASEMENT

THIS EASEMENT, made this 15th day of July, 1970, by and between HENRY H. WILSON and wife, MARY W. WILSON, JOHN S. WILSON and wife, BARBARA WILSON, and ANNE W. YARD and husband, ALLAN S. YARD, hereinafter called the Wilsons; and the CITY OF MONROE, a North Carolina municipal corporation, hereinafter called Monroe

W I T N E S S E T H:

WHEREAS, the Wilsons are the owners of a tract of land in Monroe Township, Union County, North Carolina, which consists of approximately 147 acres, more or less, which land was devised by Henry Hall Wilson, who died on September 12, 1968, by will recorded in Will Book 12, at Page 236, in the office of the Clerk Superior Court of Union County, North Carolina, which land is described in deeds recorded in Book 45, at Page 276 (7th tract), Book 97, at Page 503, and Book 101, at Page 546, Union County Registry; and

WHEREAS, the Wilson land is adjoined on the North and East by the Henry Myers Estate lands, on the South by Bearskin Creek, W. Erastus Marsh lands and S. A. Alexander lands, and on the West and North by the Flyler lands; and

WHEREAS, Monroe desires to run a water line from the Eastern boundary of the Wilson land through the Wilson land to the Western boundary of the Wilson land; and

WHEREAS, the Wilsons have agreed to grant to Monroe a right and easement for the proposed water line in consideration of the sum of One Dollar (\$1.00) and in further consideration of the granting by Monroe of a privilege of tapping to the proposed water line at any time, without any connection

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& GRIFFIN
ATTORNEYS AT LAW
MONROE, N. C. 28110

charge except cost of actual tap and meter, and without regard as to whether or not the Wilson land is annexed or is within the corporate limits of the City of Monroe, which water taps may be made in sufficient number and size to serve all or any part of the Wilson land referred to above, and providing further that all then applicable City of Monroe Water Charges will apply to all connections made to the Monroe Water System for water used;

NOW, THEREFORE, for and in consideration of the sum of One Dollar (\$1.00) paid to the Wilsons by Monroe, the receipt of which is hereby acknowledged, and in further consideration for the privilege of tapping the Monroe water line at any time, without connection charge except cost of actual tap and meter and regardless as to whether the aforesaid Wilson land or any part of the same is located within the corporate limits of the City of Monroe, which water connections may be sufficient to serve all or any part of the Wilson land at no connection charge, and in further consideration of other benefits accruing to the Wilsons and their heirs, representatives and assigns in title, receipt of which is hereby acknowledged, the Wilsons do hereby give, grant and convey to Monroe an easement right of way thirty (30) feet in width, said right of way to be fifteen (15) feet on both sides of the center line hereinafter described, which easement gives to Monroe the right and privilege and easement located upon the Wilson land, the center line of said easement being described by metes and bounds as follows:

BEGINNING at a point located in the Eastern line of the Henry Hall Wilson Estate land (Book 101, Page 546, Union County Registry), this Eastern line of Wilson land being a common boundary with the Henry Myers Estate land, said beginning point being 35 feet South 9 degrees East from an existing corner, and running from said BEGINNING corner through the Wilson land (described in deeds recorded in Book 101, Page 546, and Book 45, Page 276, Union County Registry.), three lines as follows: •(1) South 86 degrees

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MONROE, N. C. 28110

BOOK 240 PAGE 391

21 minutes West 1,716 feet; (2) North 71 degrees 09 minutes West 580 feet; and (3) South 81 degrees 41 minutes West 210 feet to a point in a farm road (see Book 116, Page 243, Union County Registry, for road right of way) being a Western line of the Wilson land, and a boundary of the Plyler land. (The center line of said right of way is the same as that shown on a plat filed in the office of the City Clerk of the City of Monroe.)

together with the right to construct, maintain and operate in, upon and across said thirty (30) foot right of way in a proper manner a water line or lines, together with the right to install taps and appliances with the right at all times to enter upon the lands within said right of way for the purpose of inspecting said water line or lines to make necessary additions, repairs, improvements and alterations thereupon.

TO HAVE AND TO HOLD said right and easement to Monroe and its successors in title.

IN WITNESS WHEREOF, the parties of the first part, grantors, have hereunto set their hands and seals the day and year first above written.

Witness:

John F. Bone

Henry H. Wilson (SEAL)
Henry H. Wilson

John F. Bone

Mary W. Wilson (SEAL)
Mary W. Wilson

John F. Bone

John S. Wilson (SEAL)
John S. Wilson

Robert Bone

Barbara Wilson (SEAL)
Barbara Wilson

John F. Bone

Anne W. Yard (SEAL)
Anne W. Yard

John F. Bone

Allan S. Yard (SEAL)
Allan S. Yard

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& GRIFFIN
ATTORNEYS AT LAW
MONROE, N. C. 28110

STATE OF NORTH CAROLINA-UNION COUNTY

BOOK 240 PAGE 392

I, William B. Gordon, a Notary Public of said County, do hereby certify that Henry H. Wilson and wife, Mary W. Wilson, grantors, personally appeared before me this day and acknowledged the execution of the foregoing easement.

Witness my hand and seal, this the 16th day of July, 1970.

William B. Gordon
Notary Public
My commission expires: 6.21.71

STATE OF OHIO-COUNTY OF Lucas

I, Edw. J. Pendergast, a Notary Public of said County, do hereby certify that John S. Wilson and wife, Barbara Wilson, grantors, personally appeared before me this day and acknowledged the execution of the foregoing easement.

Witness my hand and seal, this the 33 day of July, 1970.

Edw. J. Pendergast
Notary Public
My commission expires: _____

STATE OF NEW JERSEY-COUNTY OF Fulton

I, Mr. John J. DiNapoli, a Notary Public of said County, do hereby certify that Anne W. Yard and husband, Allan S. Yard, grantors, personally appeared before me this day and acknowledged the execution of the foregoing easement.

Witness my hand and seal, this the 5 day of Aug, 1970.

John J. DiNapoli
Notary Public
My commission expires: Apr. 21, 1975

CLARK, HUFFMAN
& GRIFFIN
ATTORNEYS AT LAW
DORCHESTER, N. C. 28016

North Carolina, Union County

The foregoing certificate(s) of William B. Gordon, N.P., Union Co., N.C., E. O. Hittendorf, N.P., Lucas Co., Ohio, & John J. DiNapoli, N.P., Essex Co., N.J. (are) certified to be correct.

This instrument was presented for registration and recorded in this office at Book 240, Page 389.

This 28 day of May, 1971 at 3:55 P.M. O'clock _____ M.

Register of Deeds



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: May 7, 2024

FROM: Scott Clark, Water Resources Director

PREPARED BY: W. Cole Hancock, Civil Engineer I

SUBJECT: Outside City Service Requests – 1710 W. Franklin St.

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 (4 pages) and as follows:

1. Grande Events, LLC is requesting sewer service for the Grande Victorian venue at 1710 W. Franklin St. PIN: 09-274-034. The reason for request is an existing septic system failure.

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 April 1st, 2024 meeting. The total size of PIN: 09-274-034 is 16.61 acres. After speaking with the City of Monroe Planning Department, they determined this parcel would be a good candidate for voluntary annexation.

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

Staff recommends a motion to approve outside City sewer service to 1710 W. Franklin St. PIN: 09-274-034 and forward to City Council for consideration on the May 14th consent agenda.

Attachment(s):

1. Outside City Service Request Application – 1710 W. Franklin St.
2. UCBC Approval Notification
3. Sewer Service Exhibit
4. Vicinity Map



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

Applicant Name: Grande Events, LLC
Email address: ingram@ingramwalters.com Phone number: 704-614-0339
Property Address: 1710 W Franklin St. Monroe NC
Tax Map Parcel Number 09274034 - Parcel Size (Acres) 16.61 acres

☐ **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).

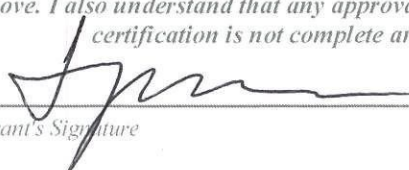
☐ **New Construction**

☒ **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

3/7/2024
Date

William C. Hancock

From: Crystal Panico <crystal.panico@unioncountync.gov>
Sent: Thursday, April 4, 2024 3:52 PM
To: William C. Hancock
Subject: RE: 1710 W. Franklin St. - Out of City Sewer Service Request

Good afternoon,
The outside City sewer service request was approved at our Monday, April 1st meeting.
Please let me know if you need anything else.
Thanks!

Crystal Outlaw Panico, PE

New Development Program Manager | Engineering
T 704.296.4239

crystal.panico@unioncountync.gov
unioncountync.gov



Union County Government
500 North Main Street, Suite 400
Monroe, NC 28112

From: William C. Hancock <whancock@monroenc.org>
Sent: Tuesday, March 19, 2024 2:58 PM
To: Crystal Panico <crystal.panico@unioncountync.gov>
Cc: Rich Riser <rriser@monroenc.org>; Sandra Slifer <sslifer@monroenc.org>; Stephen Buchanan <sbuchanan@monroenc.org>; Scott E. Clark <sclark@monroenc.org>
Subject: RE: 1710 W. Franklin St. - Out of City Sewer Service Request

WARNING: This email originated from outside of Union County Government, be cautious when clicking on links or opening attachments.

No problem at all Crystal, I appreciate your help on this.

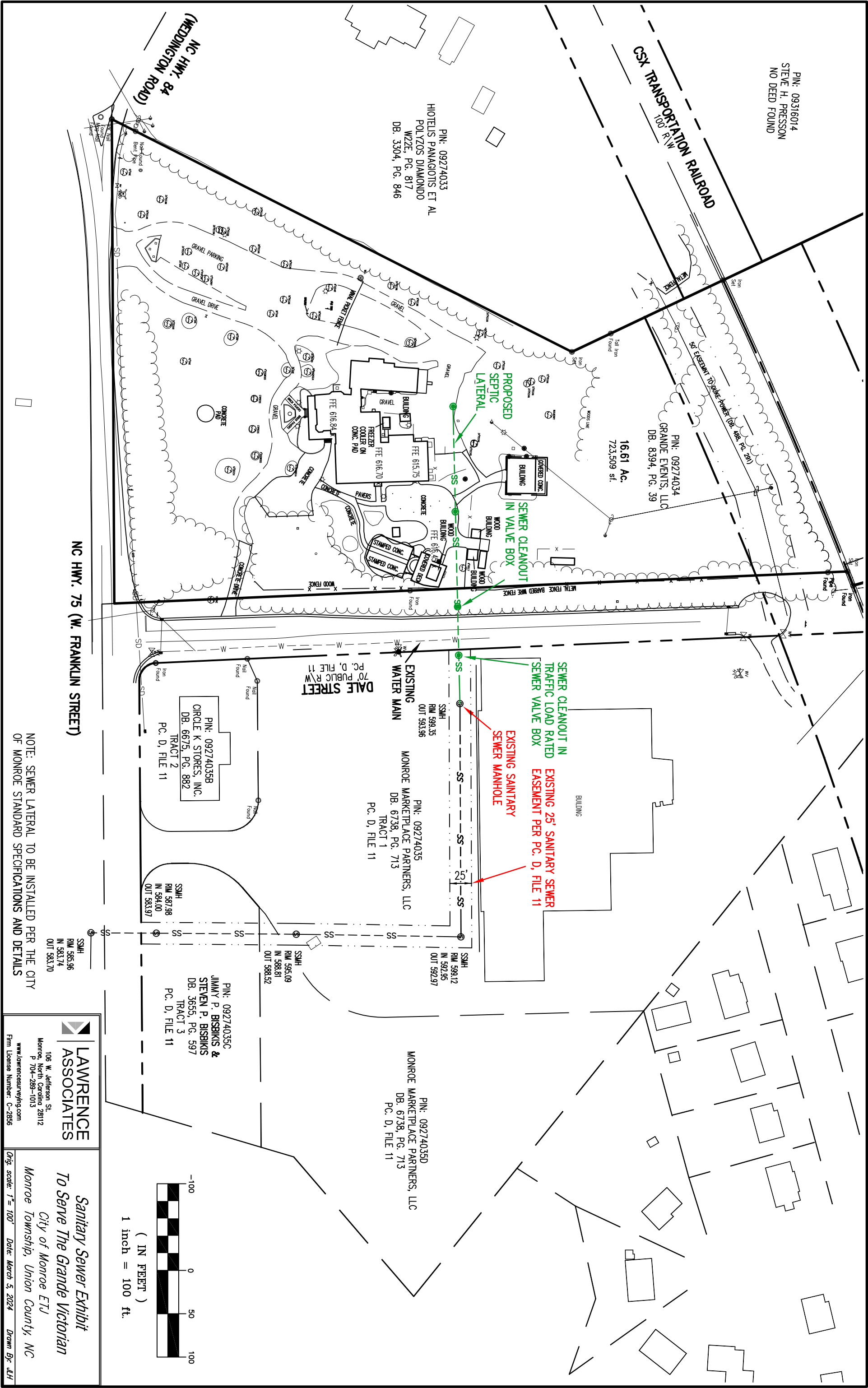
Let me know if anything else is needed on our end.

Hope you have a great day as well!

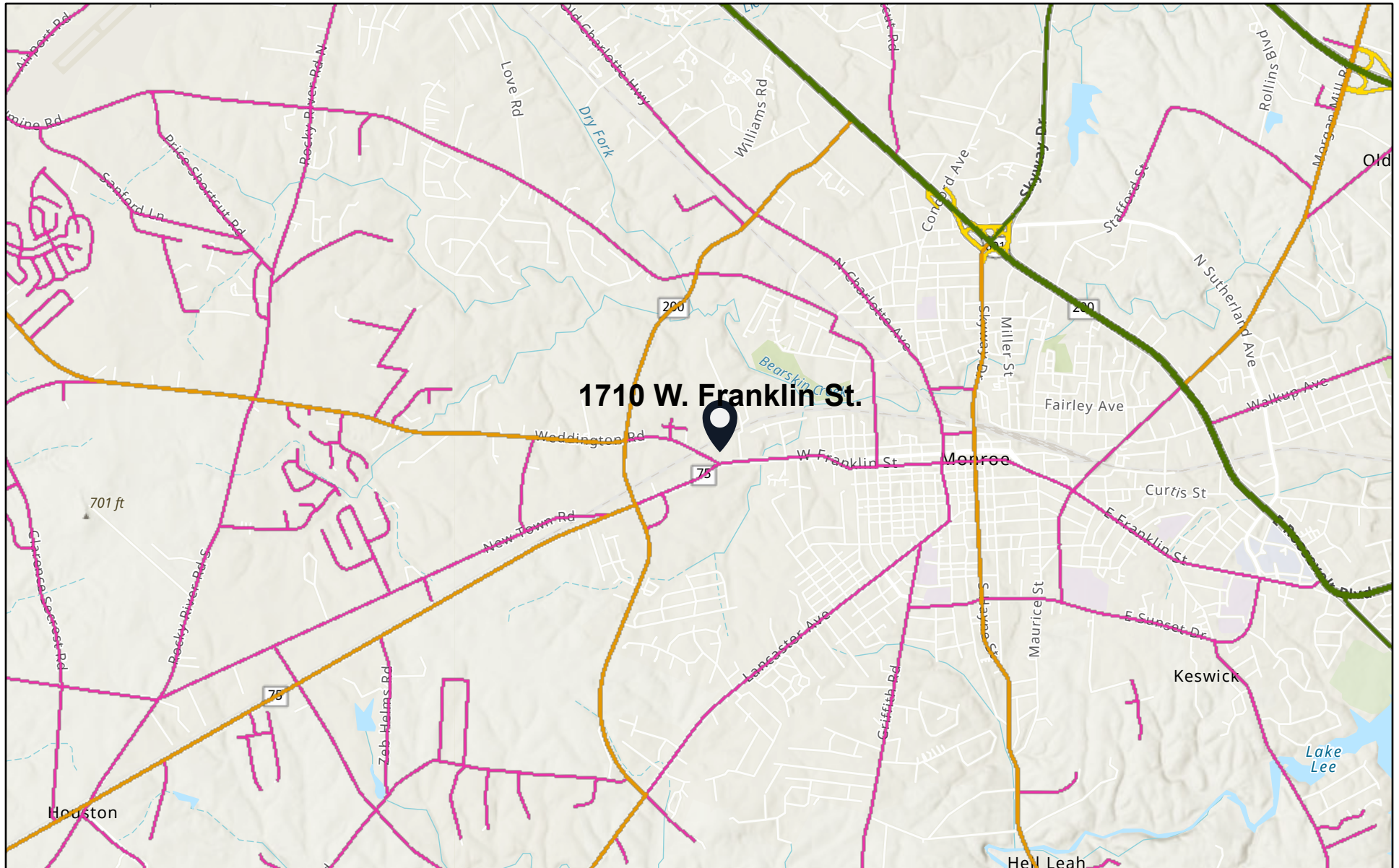
Thanks,

Cole Hancock, E.I.

Civil Engineer I
City of Monroe, Water Resources Department
(704) 282-4613
whancock@monroenc.org

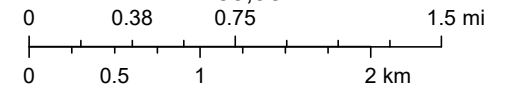


1710 W. Franklin St.



3/19/2024

1:53,987



NCDOT GIS Unit, Esri, NASA, NGA, USGS, FEMA, State of North Carolina
DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: May 7, 2024

FROM: Scott Clark, Water Resources Director

PREPARED BY: W. Cole Hancock, Civil Engineer I

SUBJECT: Contract Award – Unionville-Indian Trail Pump Station Forcemain Project

SUMMARY STATEMENT

PEC is requested to consider a contract award for the installation of a new sanitary sewer force main starting as a continuation of the newly constructed Unionville-Indian Trail Pump Station Force Main by others to a discharge point on the Bearskin Creek outfall approximately between Creekwood Dr. and Long Pond Ln.

REVIEW

The Water Resources Department received formal bid proposals on April 23rd, 2024 for Unionville-Indian Trail Pump Station Force Main Project. The project involves the construction of approximately 14,000 linear feet of 12” sanitary sewer force main and related appurtenances.

Responsive proposals were received from the following qualified contractors (Bid Tabulation sheets are attached):

Contractor	Proposal
Elite Infrastructure Group, LLC	\$2,341,274.25
Fuller & Co. Construction, LLC	\$2,693,227.48
Dellinger, Inc.	\$2,920,643.20
State Utility Contractors	\$3,061,470.00
B.R.S., INC	\$3,548,528.48

For this Contract, staff is recommending award to Elite Infrastructure Group, LLC in the budgeted amount of \$1,425,000.00. Unit prices as shown on the attached bid tabulation will remain as shown and total length of the project will be taken to a point as to remain within the budgeted amount. The contract period is two hundred and forty five (245) days.

On June 14, 2022, City Council adopted the Annual Balanced Budget for Fiscal Year 2022-2023. The adopted budget included \$1,425,000 in funding for the Unionville-Indian Trail Pump Station Force Main Project which included installation of a new force main to accommodate the Unionville-Indian Trail Pump Station upgrades done by others.

RECOMMENDATION

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

Staff recommends a motion to award the contract for the Unionville-Indian Trail Pump Station Force Main to Elite Infrastructure Group, LLC, in the amount of \$1,425,000.00, authorization for the City Manager to execute the necessary documents and send to Council for approval on the May 7th consent agenda.

Attachments:

- Contract for Construction Services for the Unionville-Indian Trail Pump Station Force Main Project
- Bid Tabulation

CITY OF MONROE WATER RESOURCES DEPARTMENT
UNIONVILLE-INDIAN TRAIL PUMP STATION FORCE MAIN
PROJECT NUMBER 22-31

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Contract Documents to complete all Work as specified in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid.
2. The undersigned Bidder accepts all of the terms and conditions of the Request for Bid Proposals and the Bid Invitation and Instructions to Bidders.
3. In submitting this Bid, Bidder represents, as more fully set forth in the Agreement, that:

Addendum No.	Date of Issue
01	April 19, 2024

- Page 5 of 55

- (e) Bidder has given Engineer written notice of all conflicts, error or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Engineer is acceptable.
- (f) The Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any outside group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid, or to refrain from bidding; and Bidder has not sought by collusion to obtain for himself any advantage over any other Bidder or over Owner.
4. Bidder shall complete the Work for the attached Total Base Bid Price.
5. Award of the contract shall be based on the lowest responsible bid for the Base Bid, which in the opinion of the City of Monroe Water Resources Department, best meets the needs of the project and the best interest of the City.
6. Bidder agrees that all work from station 0+00 to 74+94, along with the interim connection to manhole M3363 or other manhole as deemed pertinent, be completed and ready to be placed into active service within 120 calendar days from the date of the Contract Time as will be defined in the Notice to Proceed in accordance with the Contract Documents, and further agrees that all work will be completed and ready for final payment within 245 calendar days from the beginning of the Contract Time. Bidder accepts the provisions of the Agreement and the General Conditions as to liquidate damages in the event of failure to complete the Work on time and agrees to pay to the Owner as liquidated damages the sum of \$100 per day from the scheduled completion of the Contract Time to the actual completion date. If documented delays beyond the reasonable control of the Contractor occur, the Contract Time may be extended with the agreement of the Owner.
7. The Bidder shall agree to the guidelines for recruitment and selection of minority businesses for participation in this Bid as contained in these Contract Documents. All applicable forms shall be completed per the instructions. Failure to complete the applicable forms may be grounds for rejection of the bid.
8. Communications concerning this Bid shall be addressed to the Bidder at the address stated below:

Name of Company: Elite Infrastructure Group, LLC.

Contact Person Name William Duke

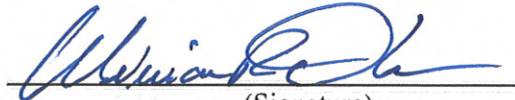
Address: 2606 W. Roosevelt Blvd., Suite 1

City/State/Zip: Monroe, North Carolina 28111

State of North Carolina Contractor License Number(s) L101332

9. The terms used in this Bid Form have the meanings assigned to them in the definition section of the General Conditions.

Bid Submitted by:


(Signature)

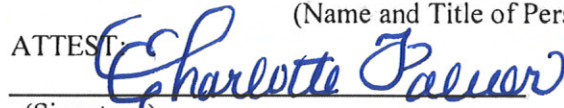
04/23/2024

(Date)

William Ryland Duke / Managing Member

(Name and Title of Person Signing Above)

ATTEST:


(Signature)

(SEAL)

Charlotte Palmer / Administrative Assistant

(Name and Title of Person Whose Signature Attests Above)

We have reviewed the attached Plans, Specifications and Contract Documents and submit the following bid to perform the work included in this project for the Lump Sum amount shown below.

CITY OF MONROE WATER RESOURCES DEPARTMENT
Unionville-Indian Trail Pump Station Forcemain
22-31

1. MAIN BID:

Item Number	Item Description	Unit	Unit Quantity	Unit Price	Total Bid Price
1	12" PVC Force Main	LF	10,272	\$ 90.00	\$ 924,480.00
2	12" PVC Force Main, Restrained Joint	LF	3,138	\$ 120.00	\$ 376,560.00
3	12" DIP Force Main, Restrained Joint	LF	60	\$ 225.00	\$ 13,500.00
4	12" 45° Bend	EA	22	\$ 1,750.00	\$ 38,500.00
5	12" 22.5° Bend	EA	13	\$ 1,750.00	\$ 22,750.00
6	12" Plug Valves	EA	5	\$ 5,000.00	\$ 25,000.00
7	Combination Air Valve Assembly (Including Concrete manhole and associated appurtenances)	EA	1	\$ 10,000.00	\$ 10,000.00
8	24" PVC Casing pipe for Duke Energy Gas Encroachments	LF	251	\$ 300.00	\$ 75,300.00
9	24" Steel Casing Pipe via Open Cut	LF	60	\$ 1,250.00	\$ 75,000.00
10	Valve Box (For tracer wire access)	EA	10	\$ 200.00	\$ 2,000.00
11	Gravel Driveway Cut Replacement	SY	36	\$ 30.00	\$ 1,080.00
12	Clearing & Grubbing	LS	1	\$ 50,000.00	\$ 50,000.00
13	Erosion & Sediment Control	LS	1	\$ 100,000.00	\$ 100,000.00
14	Traffic Control	LS	1	\$ 10,000.00	\$ 10,000.00
15	Landscape Restoration	LS	1	\$ 40,000.00	\$ 40,000.00
16	Mobilization	LS	1	\$ 50,000.00	\$ 50,000.00
17	Testing	LS	1	\$ 60,000.00	\$ 60,000.00
18	Rocky River Rd. Crossing (From Sta: 14+81 - 15+78)	LS	1	\$ 130,000.00	\$ 130,000.00
19	James Hamilton Rd. Crossing (From Sta: 49+02 - 50+57)	LS	1	\$ 110,000.00	\$ 110,000.00
20	Fowler Secrest Rd Crossing (From Sta: 107+43 - 108+61)	LS	1	\$ 115,000.00	\$ 115,000.00
21	Interim MH tie-in as required	LS	1	\$ 25,000.00	\$ 25,000.00
22	Permanent MH tie-in (From Sta: 138+43 - End)	LS	1	\$ 30,000.00	\$ 30,000.00

Subtotal Items 1-22					\$ 2,284,170.00
23	Contingency (2.5% of Items 1-21)			\$ 57,104.25	\$ 57,104.25
Total Base Bid (Items 1-23)					\$ 2,341,274.25

TOTAL BASE BID PRICE:

\$ 2,341,274.25

Two Million ~ Three Hundred & Forty One Thousand ~

Two Hundred and Seventy Four Dollars Dollars Twenty Five Cents
(Words) (Words)

AFFIDAVIT A

SUBMIT WITH BID IF ANY MINORITY SUBCONTRACTOR ARE TO BE USED

Identification of Minority Business Participation – Goal is 10% of Contract

I, Elite Infrastructure Group, LLC.
(Name of Bidder)

do hereby certify that on this project, we will use the following minority business enterprises as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	* Minority Category
Seed Slingers	Erosion Control	(F)
2256 Deer Track Lane		
Galivants Ferry, South Carolina 29544		
Telephone No. (843) 358-1820		

* Minority Categories: Black, African American (B), Hispanic (H), Asian American (A), American Indian (I), Female (F), Socially and Economically Disadvantaged (D)

The total value of minority business contracting will be (\$) 147,500.00

AFFIDAVIT A (continued) - Attach to Bid

**City of Monroe
Listing of the Good Faith Effort**

County of Union

Affidavit of Elite Infrastructure Group, LLC.

(Name of Bidder)

I have made a good faith effort to comply under the following areas checked:
(A minimum of 5 areas must be checked in order to have achieved a good faith effort)

- X 1 - Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- X 2 - Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- X 3 - Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- X 5 - Attended pre-bid meetings scheduled by the public owner.
- 6 - Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- X 7 - Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash flow demands.

In accordance with GS143-128.2(d) the undersigned will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon execution of a contract with the Owner. Failure to abide by this statutory provision will constitute a breach of the contract.

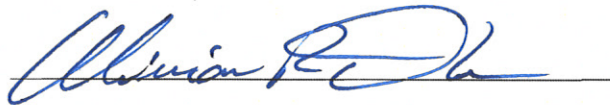
The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 04/23/2024

Name of Authorized Officer:

William Ryland Duke

Signature:



Title: Managing Member



State of North Carolina, County of North Carolina

Subscribed and sworn to before me this 23 day of April, 20 24

Notary Public Charlotte Palmer Wilson

My commission expires September 7, 2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/23/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Spivey Insurance Group Inc. 251 Post Office Drive Suite #3 Indian Trail NC 28079		CONTACT NAME: Colby Spivey PHONE (A/C, No, Ext): (704) 821-4460 FAX (A/C, No): (704) 821-6766 E-MAIL ADDRESS: certificates@spiveyinsurancegroup.com																						
INSURED Elite Infrastructure Group LLC P.O. BOX 827 MONROE NC 28111		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A :</td><td>ERIE INSURANCE COMPANY</td><td>26263</td></tr><tr><td>INSURER B :</td><td>ERIE INSURANCE EXCHANGE</td><td>26271</td></tr><tr><td>INSURER C :</td><td>ACCIDENT FUND GEN INS CO</td><td>12304</td></tr><tr><td>INSURER D :</td><td></td><td></td></tr><tr><td>INSURER E :</td><td></td><td></td></tr><tr><td>INSURER F :</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	ERIE INSURANCE COMPANY	26263	INSURER B :	ERIE INSURANCE EXCHANGE	26271	INSURER C :	ACCIDENT FUND GEN INS CO	12304	INSURER D :			INSURER E :			INSURER F :		
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INSURER F :																								

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		Q61-0299138	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY			Q08-1831092	08/18/2023	08/18/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$ 0			Q32-0172855	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	AF WCP 100096514	08/01/2023	08/01/2024	☒ PER STATUTE ☐ OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
	E.L. DISEASE - POLICY LIMIT \$ 1,000,000						
A	Rented and Leased Equipment			Q61-0299138	08/01/2023	08/01/2024	Policy Limit 250,000
	Deductible 1,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Per Certificate Holder Contract, they are listed as additional insured

CERTIFICATE HOLDER**CANCELLATION**

CITY OF MONROE

PO Box 69

MONROE

NC 28111

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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April 19, 2024

Addendum #1 to the Request for Bid Proposals

City of Monroe Project 22-31 Unionville-Indian Trail Pump Station Foremain

To Prospective Bidder:

The City of Monroe Water Resources Department makes the following clarifications and changes to the bid proposal documents for the above referenced project:

1. Section 01 20 00, page 69, Bid item description

Bid Item 9

Revise the Item Description to read, "24" Steel Casing, Open Cut".

2. Section 01 20 00, page 72, Bid item description

Bid Item 21

Add the following to the Item Summary,
"12" X 12" DI tee and mainline 12" gate valve shown on the Interim manhole connection
are also included in this bid item".

3. Bid Document, page 8, Bid item description

Bid Item 8

Revise the Item Description to read, "24" RJ PVC Casing pipe for Duke Energy Gas
Encroachments".

4. Section 01 20 00, page 69, Bid item description

Bid Item 8

Revise the Item Description to read, "24" RJ PVC Casing pipe for Duke Energy Gas
Encroachments".

Revise Item Summary to replace any instance of "PVC" with "RJ PVC"

5. Section 01 20 00, page 72, Bid item description

Bid Item 22

Remove the following from the Item Summary and add a period after the word
"connection"
"from station 74+94".

Bidders are required to acknowledge this Addendum on the bid proposal form, page 5 by entering the Addendum number and the date issued (shown above). If the Addendum has not been acknowledged the bid may be rejected. Should you have any questions concerning this Addendum, please contact W. Cole Hancock at (704) 282-4613.

The following questions were received from prospective bidders and clarifications are being provided to address those questions.

Questions and Clarifications

- Q. The detail in the specs for the Interim manhole connection shows 12" gate valves. The remainder of the force main has plug valves so I wasn't sure if these should be plug valves as well?
- A. These are 12" Gate Valves as indicated on the interim manhole connection detail
- Q. Going along with question 1, there is 12" valve shown on the main line and 1 shown on the connection piece. I would assume the connection one would be included with the Interim Connection item. Is the one on the main line part of that connection line item as well or will it be paid for at the unit price bid in item #6
- A. This is addressed as addendum item 2
- Q. In the measurement and payment section 01 20 00, it says that the bore and jacks are to be paid by LF but the bid items for the bores are LS. And that is fine, just wanted to clarify if that description was for the open cut steel casing item?
- A. This is addressed under addendum item 1.
- Q. Are casing spacers to be included with the PVC open cut casing? Or do we just need to install the 12" inside the 24". I am not sure how good they will slide without the 24" pipe being restrained together or anything?
- A. Casing spacers are required according to specification 09-02-03.N-3 included in the bid documents.
- Q. Which leads to the next question, does the 24" PVC open cut casing need to be restrained or not?
- A. This is addressed under addendum item(s) 3 & 4
- Q. Are the bore and jacks supposed to be considered guaranteed?
- A. No, they are not considered guaranteed.
- Q. Do you have an engineer's estimate?
- A. The City has \$1.4M budgeted for this project.
- Q. When do you expect to issue a notice to proceed?
- A. We expect a NTP to be issued the last week of June.
- Q. In the restrained joint sections...we know the pipe in the casing needs to be DIP. However, on either side of that can we use PVC with a FIELD LOK gasket or will it need to be a restraint harness.
- A. 12" PVC with Field Lok gasket will be acceptable.

W. Cole Hancock, E.I.
Water Resources Civil Engineer I

• File an Annual Report/Amend an Annual Report • Upload a PDF Filing • Order a Document Online • Add Entity to My Email Notification List • View Filings • Print a Pre-Populated Annual Report form • Print an Amended a Annual Report form

Limited Liability Company

Legal Name

Elite Infrastructure Group LLC

Information

SosId: 2658272

Status: Current-Active ⓘ

Date Formed: 6/27/2023

Citizenship: Domestic

Annual Report Due Date: April 15th

Current**Annual Report Status:**

Registered Agent: Duke, William

Addresses

Principal Office

2606 W Roosevelt Blvd, Ste. 1
Monroe, NC 28111

Reg Office

2606 W. Roosevelt Blvd Suite 1
Monroe, NC 28111

Mailing

PO Box 827
Monroe, NC 28111

Reg Mailing

PO Box 827
Monroe, NC 28111

Company Officials

All LLCs are managed by their managers pursuant to N.C.G.S. 57D-3-20.

Managing Member

William Duke
PO Box 827 101 S. Charlotte Avenue
Monroe NC 28111

Managing Member

William Duke
PO Box 827 101 S. Charlotte Avenue
Monroe NC 28111

Verify License/Qualifier Search

Contact

Name

Elite Infrastructure Group LLC

Address

2606 W. Roosevelt Blvd,Ste 1
Monroe, NC 28110

Phone

(704) 621-2485

License

License #

L.101332

Account Type

License

Effective Date

01/01/2024

Expiration Date

12/31/2024

Status

Active

License Limitation

Unlimited

Active Classifications

Unclassified

Qualifiers

Name	Qualifier #	Status
Martin Jarman	Q.101297	Active
William Ryland Duke	Q.08736	Active

Close Details

SOSID: 2658272
Date Filed: 6/27/2023 1:59:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C2023 170 00431

The mailing address, if different from the street address, of the principal office of the company is:

Number and Street: _____

City: _____ State: _____ Zip Code: _____ County: _____

b. ☐ The limited liability company does not have a principal office.

7. Any other provisions which the limited liability company elects to include (e.g., the purpose of the entity) are attached.

8. **(Optional):** Listing of Company Officials (See instructions on the importance of listing the company officials in the creation document.

Name	Title	Business Address
Martin Adam Jarman	Managing Member /Chief Executive Officer	338 S. Sharon Amity Rd, PMB 139
Gerald Grant McMahan	Managing Member /Chief Operating Officer	338 S. Sharon Amity Rd, PMB 139

9. **(Optional):** Please provide a business e-mail address: Privacy Redaction
The Secretary of State's Office will e-mail the business automatically at the address provided above at no cost when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is offered, please see the instructions for this document.

10. These articles will be effective upon filing, unless a future date is specified:

This is the 19th day of June, 2023.

Martin Adam Jarman

Signature

Martin Adam Jarman Member/Organizer

Type or Print Name and Title

The below space to be used if more than one organizer or member is listed in Item #2 above.

Gerald Grant McMahan

Signature

Gerald Grant McMahan Member/Organizer

Type or Print Name and Title

Signature

Type or Print Name and Title

NOTE:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

(Continued) Incorporators/Organizers - Elite Infrastructure Group LLC

Martin Adam Jarman - 338 S. Sharon Amity Rd, PMB 139 Charlotte NC, 28211-2806 United States Signature: M
Adam Jarman - Member/Organizer

(Continued) Additional Officers/Officials - Elite Infrastructure Group LLC

Gerald Grant McMahan - Managing Member Signature: Gerald Grant McMahan
Address: 338 S. Sharon Amity Rd, PMB 139 Charlotte NC, 28211-2806 United States



KNOW ALL MEN BY THESE PRESENTS, THAT WE Elite Infrastructure Group, LLC

PO Box 827, Monroe, NC 28111

as Principal, and Philadelphia Indemnity Insurance Company

One Bala Plaza East, Suite 100, Bala Cynwyd, PA 19004

as Surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto

City of Monroe, Monroe, NC

as Obligee, in the penal sum of AN AMOUNT EQUAL TO FIVE PERCENT OF PRINCIPAL'S BID - - (5% OF BID) DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 23rd day of April, 2024

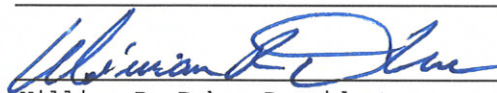
WHEREAS, the said Principal is herewith submitting proposal for
Unionville - Indian Trail Pump Station Force Main

and the principal desires to file this Bid Bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the Surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1.

Elite Infrastructure Group, LLC

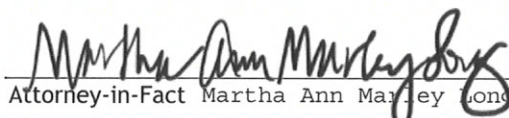
(SEAL)


William R. Duke, President

(SEAL)

Philadelphia Indemnity Insurance Company

(SEAL)


Attorney-in-Fact Martha Ann Marley Long



(North Carolina)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Martha Ann Marley Long and Vonda A. Rentz of Mooresville, NC** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed **\$Unlimited**.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of **PHILADELPHIA INDEMNITY INSURANCE COMPANY** on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, **PHILADELPHIA INDEMNITY INSURANCE COMPANY** HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 5TH DAY OF MARCH, 2021.

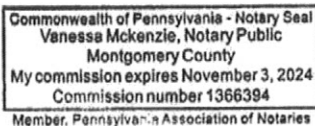


(Seal)

John Glomb, President & CEO
Philadelphia Indemnity Insurance Company

On this 5th day of March, 2021 before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

Notary Public:



residing at:

Bala Cynwyd, PA

My commission expires:

November 3, 2024

I, Edward Sayago, Corporate Secretary of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 5th day March, 2021 are true and correct and are still in full force and effect. I do further certify that John Glomb, who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of **PHILADELPHIA INDEMNITY INSURANCE COMPANY**.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 23rd day of April 2024



Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY



City of Monroe - 22-31 UVIT PS FM Project				Elite Infrastructure Group, LLC		Fuller & Co. Construction, LLC	
Item Number	Item Description	Unit	Unit Quantity	Unit Price	Total Bid Price	Unit Price	Total Bid Price
1	12" PVC Force Main	LF	10,272	\$90.00	\$924,480.00	\$107.00	\$1,099,104.00
2	12" PVC Force Main, Restrained Joint	LF	3,138	\$120.00	\$376,560.00	\$121.00	\$379,698.00
3	12" DIP Force Main, Restrained Joint	LF	60	\$225.00	\$13,500.00	\$187.00	\$11,220.00
4	12" 45° Bend	EA	22	\$1,750.00	\$38,500.00	\$1,504.00	\$33,088.00
5	12" 22.5° Bend	EA	13	\$1,750.00	\$22,750.00	\$1,430.00	\$18,590.00
6	12" Plug Valves	EA	5	\$5,000.00	\$25,000.00	\$6,568.00	\$32,840.00
7	Combination Air Valve Assembly (Including Concrete manhole and associated appurtenances)	EA	1	\$10,000.00	\$10,000.00	\$13,729.00	\$13,729.00
8	24" PVC Casing pipe for Duke Energy Gas Encroachments	LF	251	\$300.00	\$75,300.00	\$241.00	\$60,491.00
9	24" Steel Casing Pipe via Open Cut	LF	60	\$1,250.00	\$75,000.00	\$232.00	\$13,920.00
10	Valve Box (For tracer wire access)	EA	10	\$200.00	\$2,000.00	\$472.00	\$4,720.00
11	Gravel Driveway Cut Replacement	SY	36	\$30.00	\$1,080.00	\$88.00	\$3,168.00
12	Clearing & Grubbing	LS	1	\$50,000.00	\$50,000.00	\$187,000.00	\$187,000.00
13	Erosion & Sediment Control	LS	1	\$100,000.00	\$100,000.00	\$126,175.00	\$126,175.00
14	Traffic Control	LS	1	\$10,000.00	\$10,000.00	\$110.00	\$110.00
15	Landscape Restoration	LS	1	\$40,000.00	\$40,000.00	\$49,500.00	\$49,500.00
16	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$68,681.00	\$68,681.00
17	Testing	LS	1	\$60,000.00	\$60,000.00	\$42,587.00	\$42,587.00
18	Rocky River Rd. Crossing (From Sta: 14+81 - 15+78)	LS	1	\$130,000.00	\$130,000.00	\$119,543.00	\$119,543.00
19	James Hamilton Rd. Crossing (From Sta: 49+02 - 50+57)	LS	1	\$110,000.00	\$110,000.00	\$115,797.00	\$115,797.00
20	Fowler Secrest Rd Crossing (From Sta: 107+43 - 108+61)	LS	1	\$115,000.00	\$115,000.00	\$138,387.00	\$138,387.00
21	Interim MH tie-in as required	LS	1	\$25,000.00	\$25,000.00	\$35,173.00	\$35,173.00
22	Permanent MH tie-in (From Sta: 138+43 - End)	LS	1	\$30,000.00	\$30,000.00	\$74,018.00	\$74,018.00
				Subtotal Items 1-22	\$2,284,170.00	Subtotal Items 1-22	\$2,627,539.00
23	Contingency (2.5% of Items 1-21)				\$57,104.25		\$65,688.48
				Total Base Bid (Items 1-23)	\$2,341,274.25	Total Base Bid (Items 1-23)	\$2,693,227.48

Dellinger, INC		State Utility Contractors, INC		B.R.S., INC	
Unit Price	Total Bid Price	Unit Price	Total Bid Price	Unit Price	Total Bid Price
\$90.00	\$924,480.00	\$127.00	\$1,304,544.00	\$190.00	\$1,951,680.00
\$115.00	\$360,870.00	\$140.00	\$439,320.00	\$203.00	\$637,014.00
\$210.00	\$12,600.00	\$430.00	\$25,800.00	\$268.00	\$16,080.00
\$2,600.00	\$57,200.00	\$2,300.00	\$50,600.00	\$2,250.00	\$49,500.00
\$2,500.00	\$32,500.00	\$2,250.00	\$29,250.00	\$2,200.00	\$28,600.00
\$7,900.00	\$39,500.00	\$5,000.00	\$25,000.00	\$7,500.00	\$37,500.00
\$10,000.00	\$10,000.00	\$11,000.00	\$11,000.00	\$12,500.00	\$12,500.00
\$450.00	\$112,950.00	\$380.00	\$95,380.00	\$545.00	\$136,795.00
\$430.00	\$25,800.00	\$625.00	\$37,500.00	\$600.00	\$36,000.00
\$350.00	\$3,500.00	\$400.00	\$4,000.00	\$205.00	\$2,050.00
\$28.00	\$1,008.00	\$80.00	\$2,880.00	\$35.00	\$1,260.00
\$200,000.00	\$200,000.00	\$145,000.00	\$145,000.00	\$25,000.00	\$25,000.00
\$250,000.00	\$250,000.00	\$180,000.00	\$180,000.00	\$86,000.00	\$86,000.00
\$14,000.00	\$14,000.00	\$10,000.00	\$10,000.00	\$13,500.00	\$13,500.00
\$30,000.00	\$30,000.00	\$6,500.00	\$6,500.00	\$21,000.00	\$21,000.00
\$85,000.00	\$85,000.00	\$149,000.00	\$149,000.00	\$85,000.00	\$85,000.00
\$100,000.00	\$100,000.00	\$7,500.00	\$7,500.00	\$35,000.00	\$35,000.00
\$115,000.00	\$115,000.00	\$85,526.00	\$85,526.00	\$62,000.00	\$62,000.00
\$100,000.00	\$100,000.00	\$80,000.00	\$80,000.00	\$55,000.00	\$55,000.00
\$140,000.00	\$140,000.00	\$98,000.00	\$98,000.00	\$65,000.00	\$65,000.00
\$40,000.00	\$40,000.00	\$55,000.00	\$55,000.00	\$19,000.00	\$19,000.00
\$195,000.00	\$195,000.00	\$145,000.00	\$145,000.00	\$86,500.00	\$86,500.00
Subtotal Items 1-22	\$2,849,408.00	Subtotal Items 1-22	\$2,986,800.00	Subtotal Items 1-22	\$3,461,979.00
	\$71,235.20		\$74,670.00		\$86,549.48
Total Base Bid (Items 1-23)	\$2,920,643.20	Total Base Bid (Items 1-23)	\$3,061,470.00	Total Base Bid (Items 1-23)	\$3,548,528.48



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

FROM: Scott E. Clark, Director of Water Resources

DATE: May 7, 2024

PREPARED BY: Monica Bulos, Purchasing Assistant and Amy F. Cook, Water Resources General Manager of Operations

SUBJECT: Annual Bid Award for Water Resources Treatment Chemicals FY 2025

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider the bids received and recommend awarding contracts to the various vendors for water and wastewater treatment chemicals.

REVIEW

On April 2, 2024 staff received annual bids for the Water and Wastewater Treatment Chemicals. In addition to unit pricing, a performance evaluation of Powder Activated Carbon was required to be submitted by vendors submitting bids. The list of recommended awards based on pricing and the performance testing results are as follows:

Product	Vendor	Price per Dry LB
Liquid Chlorine	JCI Jones Chemicals	\$2650/ton
Zinc Ortho Polyphosphate	Sterling Water	\$1.897 lb Minimum 80 bags per delivery
Sulfur Dioxide	JCI Jones Chemicals	\$1800 /ton 220 /cylinder
Dry Cationic Polymer- WTP	Polydyne	\$1.98/lb Clarifoc C-3226
Dry Non-Ionic Polymer	Polydyne	\$1.50/lb Clarifoc N-3300P
Calcium Hydroxide Slurry	Polytec Inc	0.075 /dry lb
Dry Cationic Polymer-WWTP	Polydyne	\$1.98/lb Clarifloc SE-1728
Liquid Copper Sulfate	Univar Solutions	\$1.85/lb
Powder Activated Carbon	ARQ Purification	\$1.40/lb Carbpure TRA

Recommended awards represent the low bids submitted.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee forward to City Council for consideration on the May 14, 2024 consent agenda that contracts be awarded to the Vendors previously identified for the water and wastewater treatment chemicals based on the results of the Annual Water Resources Department Treatment Chemical Bid and authorize the city manager to execute the associated contracts for fiscal year 2025.