

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, MARCH 4, 2025 - 4:00 PM
AGENDA
www.monroenc.org

1. Adoption of Minutes of the February 4, 2025 Public Enterprise Committee Meeting
2. Marshville Natural Gas Expansion Feasibility Report
3. NCDOT Utility Construction Request - NCDOT TIP Project U-6246, N. Rocky River Road and Weddington Road Intersection Improvements
4. Developer Agreement with Pulte Home Company, LLC for Riverstone Subdivision
5. USACE Corps Water Infrastructure Funding Program (CWIFP) Budget Ordinance

Public Enterprise Committee Minutes
February 4, 2025
City Hall Conference Room
4:00 p.m.

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

Staff: Mark Watson, Terry Sholar, Richard Long, Rob Miller, Lisa Strickland,
Rich Riser, Steve Buchanan, Lisa Hollowell, Jeff Wells, Doug Britt,
Lisa Stiwinter, Josh Hyatt, Karen Penegar, Sarah McAllister, Sandra Slifer
Dali Santiago, Darwin De Los Santos, Bradly Lucore, Keri Mendler,
Bryson Hester, and William D. Aurret

Council Member James Kerr called the February 4, 2025 Public Enterprise Committee meeting
to order at 4:00 p.m.

Item #1: Adoption of Minutes of the January 7, 2025 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 January 7, 2025 Public
Enterprise Committee be approved.

Motion: Adopt January 7, 2025 meeting minutes

Motion made by: Council Member Franco McGee

Second: Council Member James Kerr

Voting: **In Favor** – Council Member James Kerr, Council Member Franco McGee

Opposed – None

Action: Motion approved

**Item #2: MSE Wall Enhancement and Sidewalk Betterment Cost-US 74/601 Interchange
Improvements (U-5723) Project**

Recommendation:

The Public Enterprise Committee is requested to consider inclusion of the MSE Wall
Enhancements and Increased Sidewalk Widths as part of the US 74/601 Interchange
Improvement (U-5723) Project. The MSE Wall Enhancement cost are estimated at \$225,400 to
be funded by the Concord Avenue Revitalization Project Funds and the Sidewalk Betterment
cost is \$565,220.50 to be funded by the Powell Bill Reserved Funds.

Presentation and Discussion:

Bryson R. Hester, Transportation Planner, presented information about the advancing plans that North Carolina Department of Transportation has, to improve the interchange at US 74/601. As part of the interchange improvement project, the inclusion of the MSE Wall Enhancements and increased widths to enhance the bridge, and to increase the accessibility for the bicycle and pedestrian in the Concord Avenue area, which are direct action items from the Master Plan.

The proposed enhancements to the MSE walls include architectural surface treatments, concrete coatings, and decorative medallions. The cost projected for the architectural surface treatment is \$90,000, application of concrete coating is \$96,000 and the inclusion of four decorative medallions is \$10,000 with a total cost of \$225,400. The Concord Avenue Revitalization Project Funds will fund the total estimated cost of \$225,400.

Lisa Stiwinter, Director of Planning and Development, presented that in September 2017 Council, previously approved betterment cost associated with increased sidewalk widths along the project for \$252,980, and that cost have now been updated in accordance with NCDOT's Complete Streets Policy that was in effect when the environmental document was signed. This Policy requires the municipality to cost share 30% of the first five foot of sidewalk on the north side of the roadway. Per the previous Council approval, the City is then responsible for 100% of the remaining three feet of sidewalk width on the north side and the eight-foot wide sidewalk on the south side. The total cost is now estimated at \$565,220.50. Sidewalk construction is Powell Bill eligible and sufficient Powell Bill reserve Funds are available to cover the City's share of costs.

<u>Motion:</u>	MSE Wall Enhancement and Sidewalk Betterment Cost-US 74/601 Interchange Improvements (U-5723) Project.
<u>Motion made by:</u>	Council Member Julie Thompson
<u>Second:</u>	Council Member James Kerr
<u>Voting:</u>	In Favor – Council Member James Kerr, Council Member Julie Thompson, Council Member Franco McGee Opposed – None
<u>Action:</u>	Motion approved

Item #3: Energy Services, Purchasing, IT Warehouse Project

Recommendation:

Energy Services staff requests the Public Enterprise Committee to provide a favorable recommendation to City Council for approval of Budget Ordinance BO-2025-01 and the General Fund Promissory Note, to provide a favorable recommendation to City Council for the Construction Services contract with Vannoy Construction and authorize the City Manager to execute the contract for \$20,971,944.

Presentation and Discussion:

Robert Miller, Director of Energy Services, presented that City of Monroe completed a Request for Qualifications (RFQ) process in August 2023 where Vannoy Construction was the most qualified candidate to contract for the warehouse, office space, and renovation project using the

Construction Manager at Risk (CMAR) process. Vannoy has received bids for all trades required for the construction and has provided the Guaranteed Maximum Price (GMP) for the project. The staff provided an overview of the civil site work, roadway improvements, new warehouse/office space, and renovation of the Energy Services building.

The project will include a loan from the Electric Fund balance to the General Fund as a 20-year loan for the General Fund share of the project.

Motion: Approval of the Budget Ordinance BO-2025-01 and the General Fund Promissory Note. Public Enterprise Committee provide a favorable recommendation to City Council for the Construction Services with Vannoy Construction and authorize the City Manager for execute the contract in the amount of \$ 20,971,944.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson, Council Member Franco McGee
Opposed – None

Action: Motion approved

Item #4: Energy Services Substation Circuit Breakers

Recommendation:

Energy Services staff is requesting the Public Enterprise Committee to consider approving the purchase of eight (8) circuit breakers to be placed in service at our Airport and Goldmine substations.

Presentation and Discussion:

Rob Miller, Director of Energy Services requested the Public Enterprise Committee to approve sending this request to City Council for consideration and approval for purchase of eight(8) ABB RMAG circuit breakers in the amount of \$493,462.00 through Sourcewell's Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account. Energy Services Staff requests that this item be placed on the City Council consent agenda.

Motion: Approval to send request to City Council for consideration and approval for purchase of eight (8) ABB RMAG circuit breakers for \$493,462.00 through Sourcewell's Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account.

Motion made by: Council Member Julie Thompson

Second: Council Member Franco McGee

Voting: **In Favor** – Council Member James Kerr, Council Member Julie Thompson
 Opposed – None
Action: Motion approved

Item #5: Water Resources Contract award to Hazen and Sawyer for rehabilitation of existing chlorine contact basin and condition assessment of a secondary clarifier at the Wastewater Treatment Plant

Recommendation:

Staff recommends PEC forward to City Council for consideration on the February 11, 2025 consent agenda, the award of a contract for professional engineering services for rehabilitation of facilities at the wastewater treatment plant to Hazen and Sawyer and authorize the City Manager to execute all contract documents. The project will include rehabilitation of the existing chlorine contact basin and a condition assessment of a secondary clarifier at the wastewater treatment plant. The contract with Hazen and Sawyer will be hourly not to exceed in the amount of \$201,910.00.

Presentation and Discussion:

Richard Riser, Water Resources Assistant Director, requested to consider an engineering contract for rehabilitation of the existing chlorine contact basin and condition assessment of a secondary clarifier at the wastewater treatment plant. The City of Monroe Water Resources Department requested Statements of Qualifications (SOQ's) from qualified engineering consultants to provide professional engineering services for the rehabilitation of facilities at the wastewater treatment plant. The project will include coating of the chlorine contact basin and an assessment of a secondary clarifier with recommendation(s) for rehabilitation. Three firms submitted Statements of Qualifications. Hazen and Sawyer was selected based on qualifications. An hourly not to exceed contract was negotiated with Hazen and Sawyer for \$201,910.00. Sufficient funds are available in the WWTP Capitalized Infrastructure budget.

Motion: Approve sending the Water Resources recommendation to City Council on the February 11, 2025 consent agenda the award of a contract for professional engineering services for rehabilitation of facilities at the wastewater treatment plant to Hazen and Sawyer and authorize the City Manager to execute all Contract documents.

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 4:39 p.m.

James Kerr, Chair

Next Meeting- March 4, 2025.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William Mark Watson, City Manager

DATE: March 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Darwin De Los Santos, General Manager of Engineering

SUBJECT: Marshville – Natural Gas Feasibility

SUMMARY STATEMENT

Staff will provide an update on a request from the Town of Marshville regarding natural gas service in the area.

REVIEW

The Town of Marshville has requested that the City of Monroe provide an estimated cost to serve the downtown area of Marshville. In addition, the Town of Marshville has two (2) new subdivisions that could be served by the City of Monroe.

RECOMMENDATION

This item will be provided as information only.

Attachment: 2025-03-04 Natural Gas Marshville Feasibility

Natural Gas Division Marshville Expansion Feasibility Study

Public Enterprise Committee

March 4, 2025

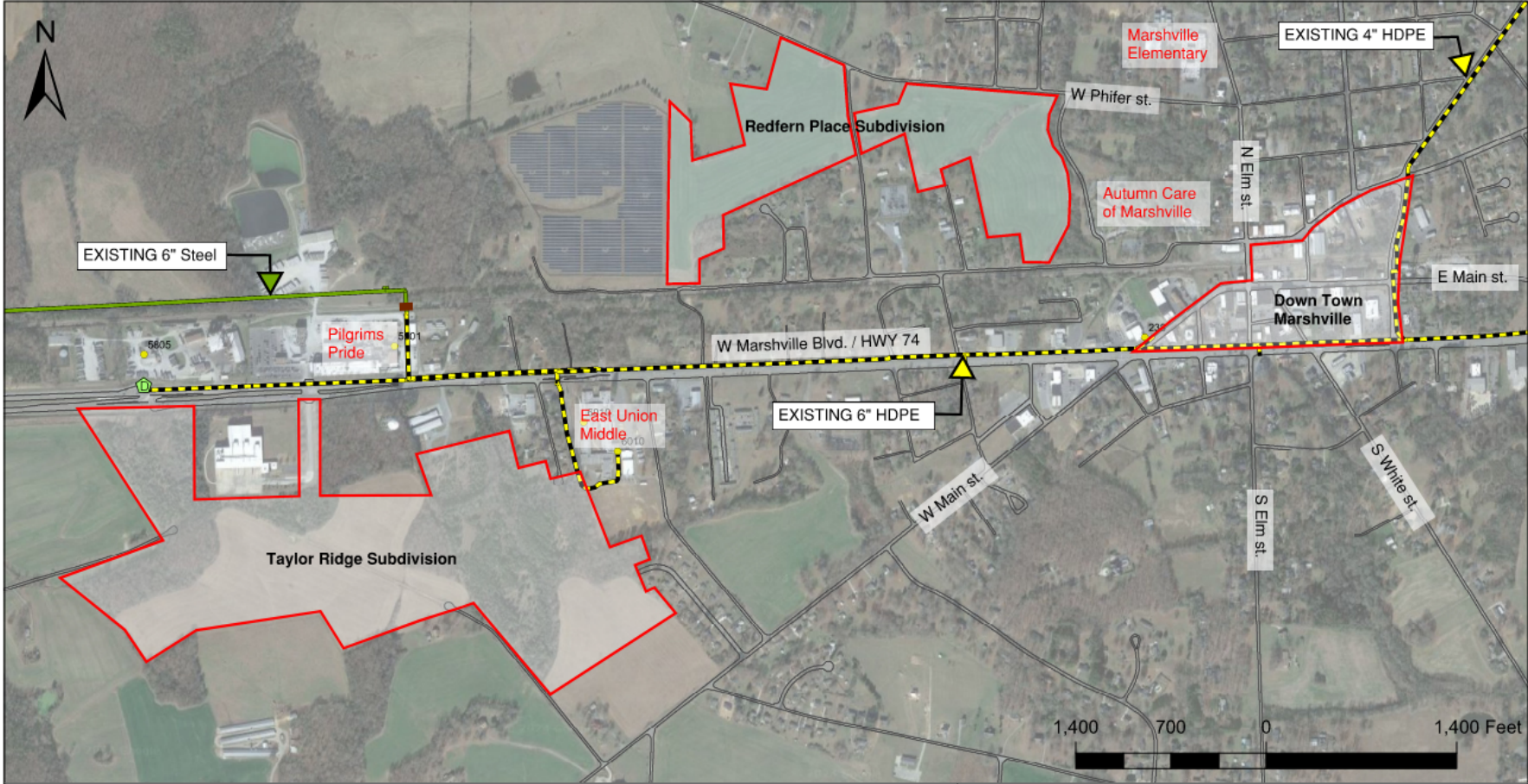
Outline

1. Background
2. Project Overview Maps
3. Contribution in Aid Amounts
4. Next Steps
5. Questions

Background

- **October 2024:** Mr. Frank Deese Town Manager for the Town of Marshville contacted Energy Services with regards to extending natural gas facilities in the Town of Marshville
- **October 2024:** Energy Services staff met with Mr. Frank Deese and other representatives of the Town of Marshville to discuss the project request
- **November 2024:** Completed a constructability survey along with customer acquisition survey
- **February 2025:** Energy Services Engineering determined “contribution in aid” amount required by the Town of Marshville to allow project to move forward

Project Overview Map



NC 811
THE UTILITY INFORMATION PROVIDED IS FOR REFERENCE. THE CONTRACTOR IS TO CONTACT NC 811 PRIOR TO BEGINNING WORK TO OBTAIN UTILITY LOCATES ALONG THE PROJECT ROUTE.



LEGEND:

PROJECT NAME: MARSHVILLE PROJECTS OVERVIEW

LOCATION: TOWN OF MARSHVILLE

MARSHVILLE, UNION, NC, 28103

DRAWN BY: CALEB PADGETT

REVISION NO: 1

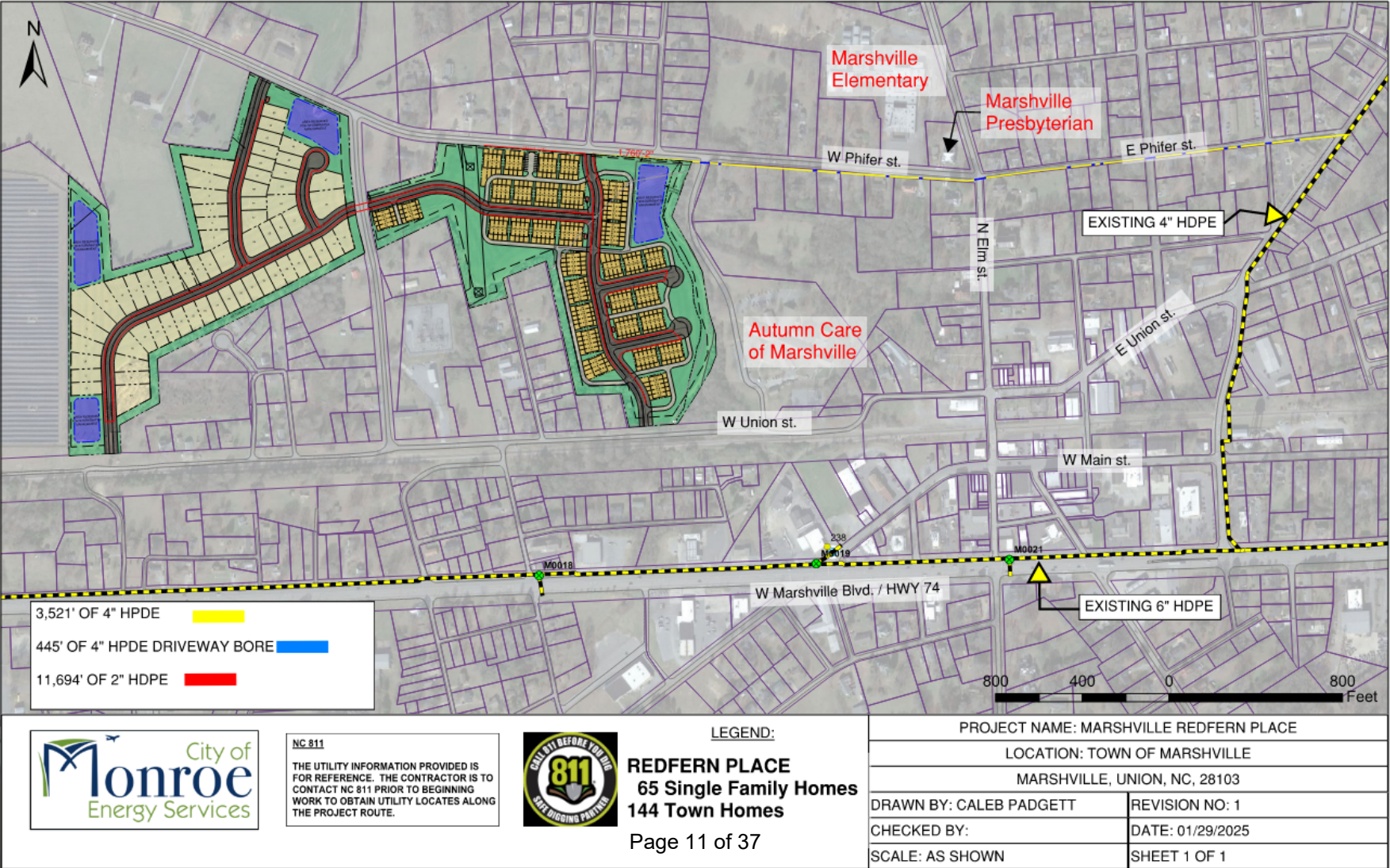
CHECKED BY:

DATE: 01/29/2025

SCALE: AS SHOWN

SHEET 1 OF 1

Redfern Subdivision Overview Map



Taylor Ridge Subdivision Overview Map



NC 811
THE UTILITY INFORMATION PROVIDED IS FOR REFERENCE. THE CONTRACTOR IS TO CONTACT NC 811 PRIOR TO BEGINNING WORK TO OBTAIN UTILITY LOCATES ALONG THE PROJECT ROUTE.



LEGEND:
TAYLOR RIDGE
441 Single Family Homes

PROJECT NAME: MARSHVILLE TAYLOR RIDGE	
LOCATION: TOWN OF MARSHVILLE	
MARSHVILLE, UNION, NC, 28103	
DRAWN BY: CALEB PADGETT	REVISION NO: 1
CHECKED BY:	DATE: 01/29/2025
SCALE: AS SHOWN	SHEET 1 OF 1

Downtown Marshville Overview Map



Estimated New Customers	Estimated Annual Usage (CCF)
1 Marshville City Govt. Office	3,131
2 Bojangles	12,281
3 El Vallarta	9,460
4 Morgan & Son Funeral	1,682
5 Wagon Wheel	8,403
6 Wendys	3,254
7 CVS	1,943
8 Cornerstone Worship	1,739
9 Bethlehem Temple	1,739
10 Marshville United Methodist	1,739
Average Annual Usage (CCF)	4,537



NC 811
THE UTILITY INFORMATION PROVIDED IS FOR REFERENCE. THE CONTRACTOR IS TO CONTACT NC 811 PRIOR TO BEGINNING WORK TO OBTAIN UTILITY LOCATES ALONG THE PROJECT ROUTE.



LEGEND:

PROJECT NAME: MARSHVILLE DOWNTOWN	
LOCATION: TOWN OF MARSHVILLE	
MARSHVILLE, UNION, NC, 28103	
DRAWN BY: CALEB PADGETT	REVISION NO: 1
CHECKED BY:	DATE: 01/29/2025
SCALE: AS SHOWN	SHEET 1 OF 1

Contribution in Aid Estimate Subdivisions

Redfern Gas Main expansion Estimate:

- Estimated Total Cost of construction: **\$413,957**
- Estimated 8 Year Revenue: **\$340,532**
- Contribution in Aid Amount: **\$ 73,426**
- Estimated Payback period: **9 Years***

Taylor Ridge Gas Main expansion Estimate:

- Estimated Total Cost of construction: **\$436,769**
- Estimated 8 Year Revenue: **\$417,546**
- Contribution in Aid Amount: **\$ 19,223**
- Estimated Payback period: **8.3 Years***

Contribution in Aid Estimate Downtown Marshville

Downtown Marshville Gas Main expansion Estimate:

- Estimated Total Cost of construction: **\$485,892**
- Estimated 8 Year Revenue: **\$62,209**
- Contribution in Aid Amount: **\$423,682**
- Estimated Payback period: **35 Years***

Next Steps

Energy Services department staff will:

1. Meet with Town of Marshville leadership to discuss results of the study
2. Report results from meetings with Town of Marshville back to City Management and PEC
3. If approved by PEC, complete a full project scope and present to PEC and City Council for approval.
4. Design Project
5. Present True-up with Contract to PEC and City Council for approval.
6. Proceed with Construction of Project

Questions





STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: March 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Richard Riser, Assistant Director of Water Resources

SUBJECT: NCDOT TIP Project U-6246, N. Rocky River Road and Weddington Road Intersection Improvements – NCDOT Utility Construction Request

SUMMARY STATEMENT

The PEC is requested to consider a Utility Construction Request (UCR) for utility relocation of existing water and sewer facilities within and leading to the N. Rocky River Road and Weddington Road intersection in coordination with an NCDOT intersection improvement project.

REVIEW

The NCDOT is in the early stages of design and right-of-way acquisition for their TIP Project U-6246, which involves lane widening and additional signalization of the N. Rocky River Road and Weddington Road (the intersection). This project includes widening of roadway pavement, designation of dedicated turn lanes and reconfiguration of the intersection traffic signalization. Due to existing as well as anticipated increased traffic resulting from development in the area, intersection improvements are needed. As part of the intersection improvements, multiple City of Monroe water and sewer facilities will be impacted and will require relocation.

Due to the nature of NCDOT projects of this sort, it is best to coordinate the design and work for the relocated water and sewer facilities with the NCDOT throughout the project undertaking. This coordination includes utilizing an NCDOT approved engineering firm to do the design as well as having the water and sewer facilities relocation incorporated in the NCDOT contract for the intersection improvements. Without this coordination, the City of Monroe would be required to complete the design in conjunction with NCDOT design and obtain the services of a contractor to

do the water and sewer relocation in sequence with the construction activities of the NCDOT contractor.

Currently, according to NCDOT policy, municipalities with utilities encroaching in an NCDOT right-of-way are required to pay a portion of the cost for relocation of the utilities. This portion is based upon population. The City of Monroe, with a population below 50,000 would need to pay 25% of the relocation cost. Once population reaches 50,000 the percentage increases to 50%. Utilities that are in easements that can show prior rights, if impacted by the NCDOT project, will be relocated with the NCDOT bearing 100% of the cost.

The UCR is the document produced by NCDOT to allow for government bodies to request such coordination. This document is used to make a request once plans are finalized and the NCDOT has an estimate of cost. Once the request is made, there will be an agreement executed between the NCDOT and the City of Monroe. This agreement will include an estimated cost, with final cost being based upon actual cost of engineering, right-of-way acquisition and construction. Funding will be appropriated at the time of the agreement

RECOMMENDATION

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

Staff recommends authorization for the City Manager to sign the UCR and recommends forwarding to City Council for consideration on the March 11, 2025 consent agenda.

Attachments:

NCDOT Utility Construction Request – Project WBS and TIP No. 49222.3.1, U-6246

NCDOT UTILITY CONSTRUCTION REQUEST

DATE: _____
PROJECT WBS and TIP NO: _____
COUNTY: _____
PROJECT DESCRIPTION: _____

TO: *Name & Title* _____
NCDOT Utility Representative

_____ (the "Owner") owns facilities on the above referenced project. Owner understands that certain utility facilities may require relocation to accommodate this project. Owner is requesting that the North Carolina Department of Transportation (NCDOT) includes the relocation of the following facilities in the highway construction contract that may be in conflict or required for the project:

- ☐ Water utilities ☐ Sewer utilities
☐ Gas utilities ☐ Other (specify): _____

UTILITY RELOCATION DESIGN

Check the applicable box below:

- ☐ A. Owner requests NCDOT, through its own forces or contracted firm, to perform the relocation design and permitting services and obtain authorization to construct from NCDEQ or regulating agency and agrees to the following:

Owner will review and provide comments for milestone design deliverables within fifteen (15) calendar days of submittals. Milestone design deliverables include but may not be limited to: Preliminary Alignment Plans; Advanced Alignment Plans and Profiles; and Final Plans and Special Provisions. Non-responsiveness or failure to respond within this timeframe by Owner indicates Owner's acceptance of design submittals as provided.

- ☐ B. Owner intends to self-perform or contract with a professional engineering firm to complete the required relocation design and authorization to construct. In doing such Owner agrees to provide the following to NCDOT in accordance with NCDOT's [Utilities Accommodation Manual \(UAM\)](#) and project schedule:

1. Preliminary Utility Construction Estimate
2. Preliminary Utility Construction Plans
3. Geotechnical Investigation (Trenchless) Request
4. Utility Easement Request and Utility Parcel List
5. Advanced Utility Construction Estimate
6. Utility Agreement Plans
7. Water/Sewer Permit Applications
8. Utility Construction Plans and Project Special Provisions
9. Approved Water/Sewer Permit Applications
10. Final Utility Construction Plans

All designs shall be developed:

- a. By a professional engineering firm [Prequalified by NCDOT](#) to perform the following Consulting Discipline Codes as required:
 - 00173 Public Water Distribution Systems
 - 00174 Public Water Transmission Systems
 - 00202 Sanitary Sewer Force Main & Pump Stations
 - 00203 Sanitary Sewer Collection Systems
 - 00204 Sanitary Sewer Outfall Systems

A current listing of Prequalified firms can be found on [NCDOT's Directory of Firms - Prequalified Consultants](#); and

- b. In Bentley MicroStation or OpenRoads Designer "ORD" format (.dgn) as required, and in the same project coordinate system and unit of measure. Electronic .dgn files and PDF plans meeting project requirements shall be submitted as deliverables. AutoCAD files and MicroStation or ORD files converted or exported from AutoCAD will not be accepted.

The name of the NCDOT Prequalified professional engineering firm that Owner intends to contract with for design purposes is listed below:

Quality control firms that perform reviews of design plans developed for the Owner do not need to be Prequalified by NCDOT.

UTILITY BETTERMENT

Check the applicable box below:

- ☐ A. Owner is not requesting any utility betterments as part of this request.
- ☐ B. Owner is requesting the following utility betterments as part of this request:

By executing this UTILITY CONSTRUCTION REQUEST, Owner agrees to the following:

1. Owner has reviewed NCDOT's most current version of the [Utility Construction Agreement](#), [Use and Occupancy Agreement](#), [Utility Preliminary Engineering Agreement - Payable](#), [Utility Preliminary Engineering Agreement - Receivable](#), [Standard Specifications for Roads and Structures](#), and [Roadway Standard Drawings](#). Furthermore, Owner acknowledges the terms, conditions, specifications and provisions included within said documents and agrees to use NCDOT's most current contract document(s) available at the time of execution.
2. Reimbursement of design and relocation costs to NCDOT or to Owner will be determined in accordance with Section 4.4 of NCDOT's UAM.
3. Owner understands that NCDOT owns the construction contract, construction plans and construction methods. NCDOT is constructing the requested facilities on behalf of the Owner. Owner agrees to provide NCDOT with all available

information required for the analysis of the existing facilities and the design of the facilities to be relocated. This information will be provided without condition or restriction and may include but is not limited to: system records, design plans, capacity studies, maintenance records, as-built records, CCTV inspection reports/videos, and executed permits. The Owner retains ownership of the facilities constructed by NCDOT both during and after construction.

4. NCDOT reserves the right to not include all or a portion of the relocation work in the contract if the Owner is not meeting its obligations under this request, or if NCDOT determines that inclusion of the relocation work, betterment, or new facilities is not in the best interest of the project.

Owner (officer/director)

[print] _____ [MUNICIPAL SEAL]

[signature] _____

[title] _____

Owner (witness)

[print] _____

[signature] _____

[title] _____

NCDOT

[print] _____

[signature] _____

[title] _____



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: March 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Richard Riser, Assistant Director of Water Resources

SUBJECT: Developer Agreement with Pulte Home Company, LLC

SUMMARY STATEMENT

This is a request for the Public Enterprise Committee to consider a Developer Agreement to provide for a means of recouping some of the expenditures for infrastructure installed that can be used by other developments.

REVIEW

City Council approved the rezoning of the Riverstone Subdivision on June 8, 2021. As part of the approval and analysis of capacity availability within the collection and conveyance system for this development it was determined that an upgrade to the existing City of Monroe Unionville/Indian Trail pump station was required. Final analysis of capacity needs, pump station operations and maintenance requirements and pump station operational efficiency, determined that a new pump station and larger force main was required to handle flow from the Riverstone Subdivision. This design allowed for service to other parcels within the pump station tributary area.

To be fair to the developer, Pulte Home Company, LLC, a Developer Agreement is being proposed that will allow for the developer to recoup a portion of the cost for the pump station and force main installation. Compensation to the developer will be based upon percentage of drainage area within the tributary area for a particular development. The compensation to the developer will be directly between developments. The City of Monroe is only the facilitator.

RECOMMENDATION

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

Staff recommends a motion to approve the Developer Agreement with Pulte Home Company, LLC, authorization for the City Manager to execute the necessary documents and send to Council for approval on the March 11 consent agenda.

Motion to approve Ordinance O-2025-09 amending Code Section 59.04.

Attachment OR-2025-09

Attachment Developer Agreement

ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES
TITLE V: PUBLIC WORKS
CHAPTER 59: DEVELOPER AGREEMENTS
O-2025-09

Preamble

Pursuant to authority granted in Article 10 of Chapter 160D of the General Statutes of North Carolina and for the purpose of promoting the health, safety, morals, or general welfare of the inhabitants of the City of Monroe,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT TITLE V: PUBLIC WORKS, CHAPTER 59 DEVELOPER AGREEMENTS, OF THE CITY OF MONROE CODE OF ORDINANCES, BE AMENDED AS FOLLOWS:

Section 1. Amend §59.04 (E) **WATER RESOURCES** to add the following:

Project Riverstone, Pulte Home Company, LLC, developer, approved March ____, 2025.

Section 2. This Ordinance shall be effective upon adoption.

Adopted this _____ day of March, 2025.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA

COUNTY OF UNION

**DEVELOPER AGREEMENT FOR INFRASTRUCTURE IMPROVEMENTS
FOR OFF-SITE SEWER UTILITY COSTS
BETWEEN THE CITY OF MONROE, NORTH CAROLINA
AND
PULTE HOME COMPANY, LLC**

THIS AGREEMENT, made this the ____ day of _____, 20__, by and between the CITY OF MONROE, NORTH CAROLINA (hereinafter called "CITY"), a municipal corporation located in Union County, North Carolina; and PULTE HOME COMPANY, LLC, (hereinafter called "DEVELOPER"), a corporation organized and existing under the laws of the State of North Carolina.

WITNESSETH:

WHEREAS, the DEVELOPER desires to install CITY water and sewer main extensions to serve the proposed Riverstone Subdivision (hereinafter called "DEVELOPMENT") to be located by the DEVELOPER on 174.7232 acres of land bordered on the west by N Rocky River Rd., and to the east by Poplin Rd. and to the south by the Monroe Expressway, identified as parcel numbers 08300054A, 07012007, 07012007A (portion of), 07027034C, 08300035E, 08300040B, 07300033 90, 07012003, 07012010, 08300054D, 08300054 and 08300054E in the records of the Union County Tax Office, and

WHEREAS, the CITY has determined that the DEVELOPMENT can be served with sewer service by the upgrade of the City of Monroe Unionville pump station and force main within existing and proposed dedicated public rights-of-way or general public utility easements located on parcels not owned by DEVELOPER (hereinafter called "off-site" sewer and illustrated in Figure 1); and

WHEREAS, the off-site sewer may provide future access to sewer capacity for other undeveloped land parcels listed in Exhibit A, and shown in Figure 1; and

WHEREAS, the DEVELOPER petitioned for annexation of portions of the DEVELOPMENT into the corporate limits of the CITY and the CITY has approved such petition; and

WHEREAS, State law permits the CITY to establish special conditions for the service including the payment of additional fees pursuant to Article 16 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, the CITY has determined that, in the interest of providing sewer

service to the aforementioned area, the off-site sewer illustrated in Figure 1, should be installed to provide service capacity and sized to accommodate the Development; and at the sole discretion of the City and consistent with GS160A, the City may or may not elect to pay for oversizing beyond that level of service to accommodate the Development in order to accommodate additional potential development within the area;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the parties do hereby agree as follows:

1. The DEVELOPER shall prepare, through a qualified professional engineer, all plans and specifications for the off-site sewer improvements as defined above. Such plans and specifications shall meet all requirements of the City's Standard Specifications and Details Manual, and be subject to approval by the CITY. Off-site sewer shall be sized in accordance with the references in Figure 1 and constructed at the DEVELOPER's expense or oversized at the City expense, if directed.

2. The DEVELOPER shall submit through the North Carolina Department of Environmental Quality (NCDEQ) plans and specifications and receive a permit for the off-site sewer improvements from the NCDEQ prior to beginning construction on said improvements. The DEVELOPER shall provide a certification to the NCDEQ through the DEVELOPER's engineer, upon completion of construction, stating that the construction was completed in substantial conformance with the permitted plans and specifications.

3. The DEVELOPER shall provide, through a qualified registered land surveyor, General Public Utility Easement (GPUE) plats for all easements required for installation of the off-site sewer improvements. The DEVELOPER shall be responsible for the cost of acquiring all GPUE's.

4. The DEVELOPER shall employ licensed and reputable utility contractor(s), to whom the CITY has no reasonable objection, to install the off-site sewer improvements. The off-site sewer improvements shall be constructed to all applicable standards and requirements, and be dedicated to the CITY's ownership upon engineering certification of completion.

Should any of the parcels in Exhibit A gain approval to connect to the City sewer system as part of a development project, and provide a schedule for development and connection, then the DEVELOPER will initiate the installation of the off-site sewer in order to recoup payment from the parcel being developed.

5. If the CITY elects to oversize the infrastructure, the DEVELOPER shall obtain competitive bids from at least 3 contractors for determination of upsizing cost. The bids shall provide unit pricing for installation of infrastructure sized to accommodate the development and unit pricing for infrastructure as designed. The cost of oversizing shall be based upon the cost differential between the two unit prices when applied to like number of units.

6. The DEVELOPER shall prepare "as built" record drawings of the sewer extension upon completion of the work and certify that such drawings accurately reflect actual construction. A reproducible Mylar of these drawings bearing the words "Record Drawings" with date and signature of the engineer appearing on these drawings shall be provided to the CITY. In addition to the Mylar, the same "Record Drawings" shall be provided in both ACAD as well as PDF format.

7. To the fullest extent permitted by law, the DEVELOPER shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY, and to all property damage proximately caused by, incident to, resulting from, arising out of, or occurring in connection with the performance or nonperformance of the DEVELOPER provided that such damage or injury is caused in whole or in part by a negligent act or omission by DEVELOPER, his agents, officials, or employees. The indemnification obligation shall not be limited in any way to the amount or type of damages, compensation, or benefits payable by DEVELOPER or his agents under worker's compensation, disability benefits acts, or other employee benefit acts. It is understood that the relationship of DEVELOPER to CITY is that of an independent contractor.

8. In the event the DEVELOPER shall fail to perform satisfactorily in the installation of the off-site sewer improvements under this AGREEMENT, the CITY shall notify the DEVELOPER in writing of the DEVELOPER's unsatisfactory performance or nonperformance and shall permit ten (10) days for a response by the DEVELOPER. If the DEVELOPER's unsatisfactory performance or nonperformance failure(s) is(are) serious and have or may contribute to significant environmental consequences, violation of approved permits, or a material breach of this Agreement, the CITY may immediately suspend this AGREEMENT and arrange separately for the continuation of services described by this AGREEMENT during the response period. Following the response period, if in the opinion of the CITY the DEVELOPER remains in violation of the AGREEMENT, the CITY may terminate this AGREEMENT whereupon all obligations of the CITY to the DEVELOPER shall cease. In the event of such termination, the CITY shall have the exclusive right to assume ownership of the off-site sewer improvements as may be completed or partially completed at the time of termination and may undertake additional construction to complete all or any sections of the these utilities to a point acceptable to satisfy regulatory or permit requirements. In such case, no payments shall be due to the DEVELOPER as provided in this AGREEMENT, and the CITY will not be obligated to serve water and sewer to the DEVELOPMENT.

9. The DEVELOPER shall comply with any and all applicable federal, state, or local standards, regulations, laws, statutes and ordinances, and permits in performing all work required by this AGREEMENT. Among these regulations are Construction Standards of the U. S. Occupational Safety and Health Administration (OSHA).

10. Upon dedication to the CITY the DEVELOPER's off-site sewer cost shall be based upon audited construction, engineering and land acquisition costs.

11. Within thirty (30) days following the City's acceptance of the completed off-site sewer improvements and public dedication of these facilities, the CITY will further obligate to the DEVELOPER, its assigns and successors in writing as follows:

A. The CITY shall pledge to the DEVELOPER not to permit the properties listed in Exhibit A, or future subdivisions thereof, to connect to the off-site sewer improvements constructed by the DEVELOPER, for the first fifteen (15) years after the date of this AGREEMENT, except as specified in Paragraph 11B and 11C, until such property owner remits to the DEVELOPER the monetary amount specified in Exhibit A. The monetary amounts in Exhibit A shall be amended based on audited contracts after construction of the off-site improvement is complete. The monetary amounts shown in Exhibit A shall also be increased annually based on the U.S. Department of Labor Consumer Price Index percentage for the Southeastern United States, Urban Consumers, compounded annually beginning on the effective date of this agreement. Proof of payment shall be submitted to the CITY in the form of a notarized affidavit signed by the DEVELOPER and the property owner prior to allowing said connection. Payment shall be by the then current property owner, regardless of changes of ownership, and shall be due prior to the date when the sewer main extension used to connect to the off-site sewer improvements receive NCDEQ (or City of Monroe Self Permitting) certification of completion. In the event the property owner submits to the CITY documentation of a good faith effort to make the required payment, but the DEVELOPER fails to provide the signed affidavit, the CITY at its sole discretion may allow connection to the off-site sewer improvements.

B. When determined by the CITY to be in the best overall interest of the CITY, the CITY may elect to pay all or a portion of the monetary amount due from any connecting property, provided that upon connection to the off-site sewer, payment to the DEVELOPER for the entire amount for said connecting property as provided in this AGREEMENT is made.

C. When determined by the CITY that the connection is for providing service to a single residence where there will be no subdivision or development of the property, connection to the off-site sewer improvements is to be allowed without payment to the DEVELOPER.

13. The City's pledge, once committed as defined in Paragraphs 10 and 11, shall be binding upon the CITY to the extent allowed by law, however, the CITY is under no obligation to make payments to the DEVELOPER to the extent that the properties described in Paragraph 11 and Exhibit A remain undeveloped during the 15-year period, or to the extent these property owners develop alternative sanitary sewer systems, which

does not require connection to the off-site sewer. No payment schedule or commitment is guaranteed by this AGREEMENT beyond the specific terms of Paragraphs 10 and 11.

14. If the DEVELOPER acquires any of the additional land parcels listed in Exhibit A, and connects to the off-site sewer improvements for service to these properties, then no payment will be required.

15. The DEVELOPER agrees that this AGREEMENT is not exclusive, and that the CITY reserves the right to enter in to other agreements with property owners in Exhibit A related to other utility costs not directly related to the off-site sewer improvements.

16. Upon engineering certification and dedication of the off-site sewer improvements to the CITY, the CITY maintains the sole right to allocate capacity in the off-site sewer improvements and the DEVELOPER shall not enter into any agreement with any other party or property owner guaranteeing water and/or sewer service capacity or allowing a connection to any water or sewer facility, without the advanced written consent of the City of Monroe. Consideration of off-site water costs shall be handled under a separate Agreement.

17. Any notice to be given hereunder shall be made in writing and mailed by first class U.S. Mail to each of the parties as hereinafter stated or to such other address as such party may designate to the other in writing:

Monroe:

PULTE HOME COMPANY, LLC

**Scott E. Clark
City of Monroe
Water Resources Director
P.O. Box 69
Monroe, N.C.28111**

**Dan Rossi
Pulte Home Company, LLC
VP Land Planning and Development, Charlotte
11121 Carmel Commons Blvd., Suite 450
Charlotte, NC 28226**

18. Subject to the terms and provisions hereof, either party may assign or transfer its right hereunder upon written approval of the other party, such approval not unreasonably withheld.

19. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective lawful successors and assigns.

20. This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either Party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

21. This Agreement may be modified or amended upon the mutual written agreement of the parties and duly adopted by the governing bodies of both parties.

22. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s) whether of a like or different character.

23. This Agreement is subject to all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction.

24. Except as otherwise stated in this Agreement, if any article, paragraph, or provision of this Agreement is declared or rendered unlawful by a court or is deemed unlawful for any reason by a regulatory agency with jurisdiction, the remainder of this Agreement shall be not affected thereby and shall continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed in its name and behalf and the DEVELOPER has caused this AGREEMENT to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF MONROE, NORTH CAROLINA

William Watson, City Manager

ATTEST:

Bridgette H. Robinson, City Clerk

(SEAL)

PULTE HOME COMPANY, LLC

**DAN ROSSI,
VP LAND PLANNING AND
DEVELOPMENT, CHARLOTTE**

ATTEST:

, Secretary

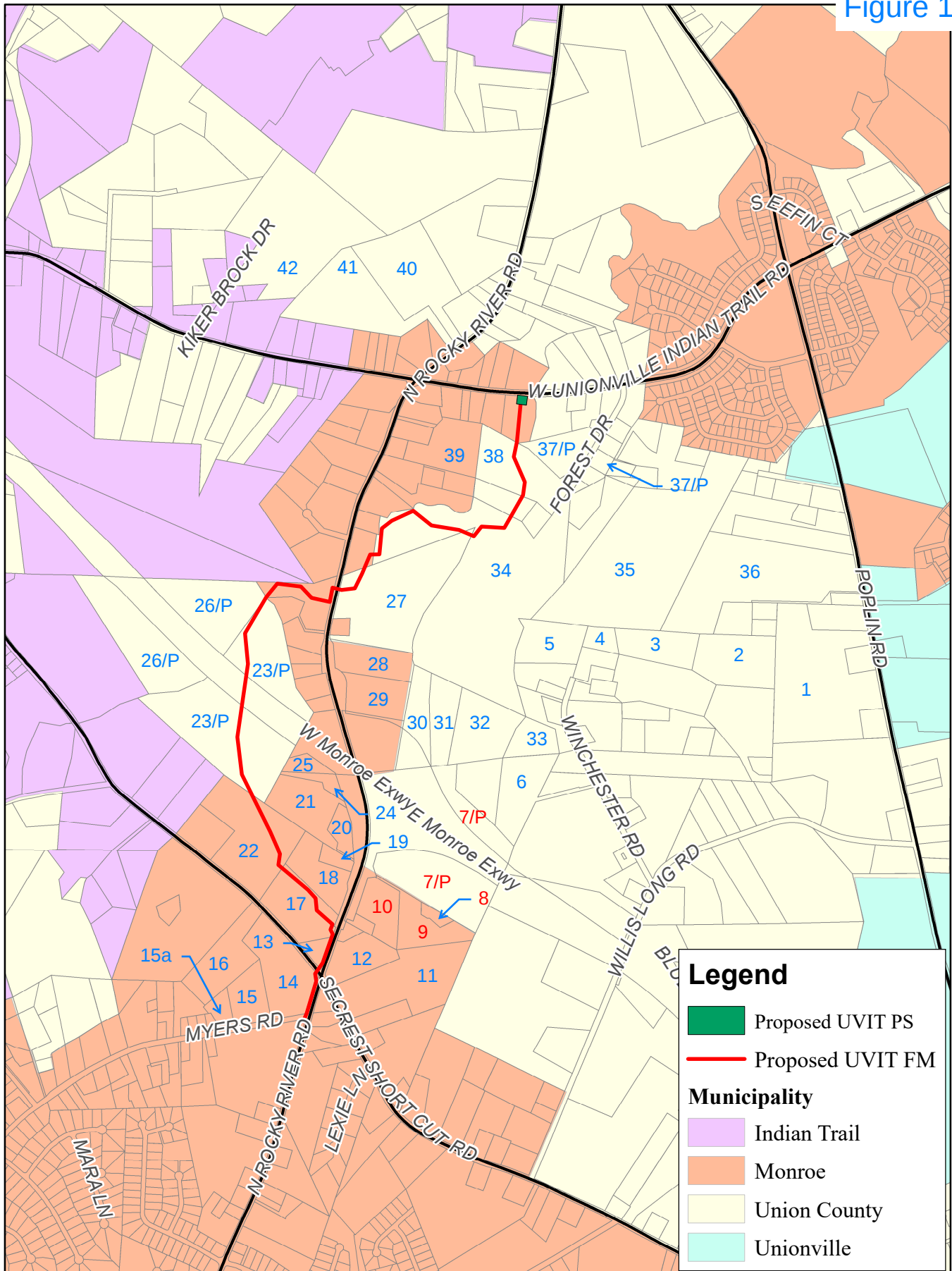
(SEAL)

**DEVELOPER AGREEMENT FOR INFRASTRUCTURE IMPROVEMENTS FOR OFF SITE SEWER UTILITY COSTS
BETWEEN THE CITY OF MONROE AND PULTE HOME COMPANY, LLC**

EXHIBIT A

	1. Off Site Sewer Costs						
		Engineering		\$ 226,350.00			
		Right of Way/Legal		\$ 207,750.00			
		Bond **		\$ 50,000.00			
		Construction *		\$ 4,610,880.00			
	Total			\$ 5,094,980.00			
*Cost based on Contract and Change Order Values.							
** Cost inserted as place holder							
	2. Property List						
		Parcel ID	Acreage	Percent of Basin (%)	Amount to be Remitted		
	1	08300041	30.26	5.93	\$ 302,357.28		
	2	08300043	11.52	2.26	\$ 115,097.61		
	3	08300047B	6.63	1.30	\$ 66,246.82		
	4	08300047	2.00	0.39	\$ 19,983.96		
	5	08300053	7.40	1.45	\$ 73,890.68		
	6	08303006A	9.24	1.81	\$ 92,295.91		
	7	08303006	ACREAGE NOT INCLUDED IN TOTAL		\$ -	ROCKY RIVER CROSSING	
	8	08303005B			\$ -	ROCKY RIVER CROSSING	
	9	08303005A			\$ -	ROCKY RIVER CROSSING	
	10	08303005			\$ -	ROCKY RIVER CROSSING	
	11	08303003		18.07	3.54	\$ 180,555.06	
	12	08303003E	6.72	1.32	\$ 67,146.10		
	13	07027035	2.00	0.39	\$ 19,983.96		
	14	07027005	12.33	2.42	\$ 123,151.14		
	15	07027005B	5.41	1.06	\$ 54,006.65		
	15a	07027005F	1.97	0.39	\$ 19,684.20		
	16	07027006	8.83	1.73	\$ 88,229.17		
	17	07012001	9.52	1.87	\$ 95,093.66		
	18	07012004	5.90	1.16	\$ 58,972.66		
	19	07012005	1.36	0.27	\$ 13,559.12		
	20	07012002A	2.27	0.45	\$ 22,701.78		
	21	07012008	8.34	1.64	\$ 83,363.08		
	22	0702703380	17.86	3.50	\$ 178,456.74		
	23	0702703390	35.30	6.92	\$ 352,716.86		
	24	07012006	1.54	0.30	\$ 15,377.66		
	25	07012002	1.72	0.34	\$ 17,186.20		
	26	07027033A	28.49	5.59	\$ 284,621.52		
	27	07012007A	24.02	4.71	\$ 239,987.35		
	28	07012007	6.61	1.30	\$ 66,076.96	RIVERSTONE	
	29	07012010	6.65	1.30	\$ 66,416.68	RIVERSTONE	
	30	08300054D	4.77	0.94	\$ 47,691.72	RIVERSTONE	
	31	08300054A	5.83	1.14	\$ 58,253.24	RIVERSTONE	
	32	08300054	10.01	1.96	\$ 100,019.71	RIVERSTONE	
	33	08300054E	3.99	0.78	\$ 39,868.00	RIVERSTONE	
	34	0830003390	46.12	9.04	\$ 460,830.07	RIVERSTONE	
	35	08300035E	45.31	8.89	\$ 452,736.57	RIVERSTONE	
	36	08300040B	29.04	5.70	\$ 290,167.07	RIVERSTONE	
	37	08300030	6.74	1.32	\$ 67,345.94		
	38	08300028A	11.36	2.23	\$ 113,508.88		
	39	07009003C	7.91	1.55	\$ 79,036.55		
	40	07009008A	16.70	3.28	\$ 166,866.05		
	41	07009008	16.70	3.28	\$ 166,866.05		
	42	07024019A	33.49	6.57	\$ 334,631.37		
		Total	509.91	100.00%	\$ 5,094,980.00		

Figure 1





STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: March 4, 2025

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Richard Riser, Assistant Director of Water Resources

SUBJECT: Budget Ordinance to Cover Cost for USACE Corps Water Infrastructure Funding Program (CWIFP) Application Process

SUMMARY STATEMENT

The Public Enterprise Committee (PEC) is requested to approve a budget ordinance for the Lakes and Dams Improvements Fund to provide needed funds to cover cost CWIFP loan application process.

REVIEW

The City of Monroe reservoir impoundments, Lake Twitty, Lake Lee and Lake Monroe dams need to be evaluated to identify any necessary repairs. The City is pursuing US Army Corp of Engineers, Corps Water Infrastructure Financing Program (CWIFP) loan for all or part of the repair costs. It is desirable to move forward with evaluation of the dams and developing a dam inspection report, produce cost estimates for the repairs and complete and submit the application for the CWIFP loan as part of the process of obtaining such funding.

Water Resources is requesting a Budget Ordinance to transfer an amount of \$1,000,000 from the Nelson Heights Tank Project (WR2302) to the Lakes and Dams Improvement Project (WR2502) to cover the project costs.

RECOMMENDATION

Is it the recommendation of Staff that the Public Enterprise Committee takes the following action:

Approve the BO-2025-03 and forward to City Council for consideration on the March 11, 2025 consent agenda.

Attachment(s):
BO-2025-03

**CITY OF MONROE, NORTH CAROLINA
CAPITAL PROJECT BUDGET ORDINANCE
BO-2025-03**

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

WHEREAS, the City reservoir impoundments, Lake Twitty, Lake Lee and Lake Monroe dams need to be evaluated to identify any necessary repairs ; and

WHEREAS, the City is pursuing US Army Corp of Engineers, Corps Water Infrastructure Financing Program (CWIFP) loan for all or part of the repair costs: and

WHEREAS, it is desirable to move forward with updating the dam inspection report, producing cost estimates for the repairs and submitting the application for the CWIFP loan.

NOW, THEREFORE, BE IT ORDAINED that the City Council of the City of Monroe hereby approves funding of necessary documentation to obtain the CWIFP loan and transfers funding from the Nelson Heights Tank Project (WR2302) to the Lakes and Dams Improvement Project (WR2502) by adjusting the following revenues and expenses:

Water and Sewer Capital Project Fund:

Revenue:

Transfer from Capital Project(WR2502)	\$1,000,000
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Expense:

Project Costs(WR2502)	\$1,000,000
Transfer to Capital Project (WR2302)	\$1,000,000
Project Costs (WR2302)	(\$1,000,000)

Adopted this _____ day of March, 2025.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk