

**CITY OF MONROE - GENERAL SERVICES COMMITTEE  
CITY HALL CONFERENCE ROOM  
300 W. CROWELL STREET, MONROE, NC 28112  
Thursday, December 4, 2025 - 4:15 PM**

**AGENDA  
[www.monroenc.org](http://www.monroenc.org)**

1. Minutes of General Services Committee Meeting of November 6, 2025
2. Resolution Authorization to Dispose of 2005 Tandem Dump Truck and 2008 Flusher Truck
3. City of Monroe Housing Program Overview and Update
4. Utility Fee Grant Program Update
5. Easement to Ripple Fiber Located at the Monroe Science Center
6. Approval of Airport Leases
7. Adopt Series Resolution and Budget Amendment to Issue Combined Enterprise System Revenue Refunding Bonds, Series 2025 to Refinance the Refunded 2016 Bonds
8. Reschedule January 1 General Services Committee Meeting
9. Fiscal Year 2025 Audit Contract Amendment
10. Bearskin Creek Greenway/Creft Park Project Bid Award
11. Clubhouse 1936 – Former MC Ballroom Naming
12. Committee on Disabilities Recommendation

Other Items



**CITY OF MONROE  
GENERAL SERVICES COMMITTEE MEETING**

City Hall Conference Room  
300 W. Crowell Street  
Monroe, NC 28112  
November 6, 2025 - 4:15 PM

**MINUTES**

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

Absent: None

Staff: Mark Watson, City Manager; Lisa Hollowell, Assistant City Manager; Jeffrey Wells, Assistant City Manager; Katrina Myers-Arnold, Accounting Manager; Anna Shova, Accountant II; Terry Sholar, Senior Staff Attorney; Richard Long Jr., City Attorney; Lisa Stiwinter, Director of Planning & Development; Douglas Britt, Assistant Director of Planning and Development; Angela Duncan, Senior Budget Analyst; Camden Baucom, Budget Analyst, Lisa Kerner, Grant Administrator; Aleshia Holland, Senior Citizens Center Supervisor; Joshua Hyatt, Director of Info Technology; Sarah McAllister, Director of Engineering; William Auret, Land Development Engineering Manager; Donna O'Keefe, Existing Industry Manager of Economic Development.

Visitor(s): Gray Biber, Homeless and Addiction Committee Member; Joseph Quinto, Homeless and Addiction Committee Member; Brooks Durham, L.D. Davis.

The General Services Committee met in the City Hall Conference Room at 4:15 p.m. on November 6, 2025. A quorum was present. Chairwoman Julie Thompson presided.

**Item 1. General Services Committee Meeting Minutes October 2, 2025.**

The minutes from the October 2, 2025 General Services Committee meeting were presented for the Committee's approval.

Committee Member Anthony moved to approve the minutes of the General Services Committee Meeting of October 2, 2025.

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

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

NAYS: None

**Item 2. Billboard Advertising for Addiction Awareness Authorization and Budget Amendment**

Douglas Britt, Assistant Director of Planning & Development, presented that the he Homeless and Addiction Committee is requesting authorization and funding to proceed with the purchase of space on a billboard to raise awareness concerning addiction.

The Homeless and Addiction Committee is requesting authorization and funding to purchase advertising space on a billboard along Roosevelt Boulevard in Monroe. This initiative is intended to raise public awareness about addiction by reaching a broad audience through a visible and impactful medium. The committee recommends purchasing space for two four-week periods, at a rate of \$2,000 per four-week

period, along with a one-time production fee of \$760. The total cost for the campaign would be \$4,760.00. This investment aligns with the committee's mission to address homelessness and addiction in the community by fostering greater understanding and engagement through public outreach.

Staff is recommending the General Service Committee consider the authorization and budget amendment in the amount of \$4,760 for the billboard campaign.

A discussion was held about launching a two-month billboard campaign to raise awareness about homelessness and addiction in the city, particularly in areas with frequent overdoses. The billboard is planned to be placed along Highway 74 and other high-incident locations, including real images and a hotline number to connect people with help. The campaign is timed around the holidays, and the content will be reviewed by the city council. The aim is to make the community aware that these issues are real and that the city is actively working to address them.

Committee Member Anderson made a motion to approve the starting the billboard design phase and move forward with the project.

Committee Member Anthony added an amendment to the motion to explore additional funding sources before using general funds.

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

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

NAYS: None

### **Item 3. Budget Amendment for Homeless Census and Event Donations**

Lisa Hollowell, Assistant City Manager, presented that the City of Monroe conducted a three-day Homeless Census on October 13–15, 2025, followed by a Homeless Outreach Event at Don Griffin Park on October 15, in collaboration with County agencies and community partners. To help offset event expenses, the City received donations of \$1,000 each from the Monroe Rotary Club and Mr. Brooks Durham of L.D. Davis Industries and \$300 from Mr. Gary Anderson. Staff recommends Council accept these donations and apply the funds toward costs associated with the event.

The City of Monroe hosted a Homeless Outreach Event at Don Griffin Park on October 15, 2025, to provide essential resources and support services to individuals experiencing homelessness. The event brought together multiple City departments, County agencies, community organizations, and City volunteers to serve a meal, provide health screenings, and distribute personal care items.

To help offset the costs associated with the event, the City has received financial contributions from community organization and business leaders. The Monroe Rotary Club has contributed \$1,000, Mr. Brooks Durham of L.D. Davis Industries has contributed \$1,000 and \$300 from Mr. Gary Anderson.

Staff recommends that General Services Committee recommend to City Council approval of a Budget Ordinance accepting and appropriating these contributions to be applied toward expenses incurred for the Homeless Outreach Census and Event

Committee Member Anderson y made a motion to recommend the approval of a Budget Ordinance accepting and appropriating these contributions and move it to Council for approval.

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

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

NAYS: None.

**Item 4. Code of Ordinances Amendments to Chapter 158 titled Erosion and Sedimentation Control.**

William Auret, Land Development Engineering Manager, presented that the General Services Committee is requested to consider an amendment to Chapter 158: Erosion and Sedimentation Control of the City of Monroe Code of Ordinances.

The City of Monroe Engineering Department began enforcement of a local Erosion and Sedimentation Control Program on July 1, 2003. The program was implemented in response to Phase II Storm Water Compliance and to improve our ability to protect Monroe's drinking water supply. The model ordinance for local programs has been updated and the North Carolina Department of Energy, Mineral & Land Resources (NCDEMLR) is requesting that delegated programs follow suit. The model ordinance has also been updated based on guidance language issued on August 27, 2025 by the Department of Environmental Quality (DEQ). Due to the above, Staff is recommending revisions to the Erosion and Sedimentation Control Ordinance, Chapter 158 of the Monroe City Code to conform to the current model ordinance for local programs. The current ordinance did not flow in the same manner of the model ordinance and therefore, it is recommended that the old ordinance be deleted in its entirety and replaced with the updated model ordinance. The update does require a final review by the Sedimentation Control Commission provided that the ordinance amendment uses the language provided in the model ordinance and is adopted by the City of Monroe first.

Engineering Staff recommends that the General Services Committee concur with the proposed revisions and approve Ordinance (O-2025-58) amending Chapter 158: Erosion and Sedimentation Control of the Monroe City Code of Ordinances to comply with the model ordinance for local sedimentation and erosion control programs.

Committee Member Anthony made a motion approve the proposed revision and approve Budget Ordinance (O-2025-58) and forward to City Council for approval.

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

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

NAYS: None

**Item 5. Department of Homeland Security Federal Emergency Management Agency Fiscal Year 2024 State and Local Cybersecurity Grant Acceptance and Budget Amendment.**

Lisa Kerner, Grant Administrator, presented that staff is seeking approval of the application to the Dept. of Homeland Security (DHS)/FEMA FY24 State and Local Cybersecurity Grant Program.

The DHS/FEMA FY24 State and Local Cybersecurity Grant Program opened on September 23, 2024 and closed on January 31, 2025. When Staff learned the grant application period had opened and due to the application deadline and timing of meetings, Staff submitted an application. The City will have the opportunity to accept or deny the grant if selected for the award. This grant is for a Cybersecurity Program and Plan Writing initiative and external testing aimed at enhancing the City's ability to prevent, respond to, and recover from cybersecurity incidents. Staff applied for \$114,421.30. This is a 70% federal grant with a 30% City match. The total cost of the project is \$163,459. The city match for this grant would be \$49,037.70. This matter was presented to the General Services Committee at their November 6, 2025 meeting and the General Services Committee recommended pursuing the grant. The General Services Committee and Staff recommend City Council allow Staff to continue with the application process.

Committee Member Anthony made a motion to approve the application process and forward to City Council for approval.

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

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

NAYS: None

**Item 6. Resolution Approving Dedication of Real Property for Suncrest Cemetery Expansion.**

William Auret, Land Development Engineering Manager, presented that the General Services Committee is requested to approve a resolution dedicating property for future cemetery use.

City Management had requested a discussion on the expansion of the Suncrest Cemetery to be placed on the August 7th General Services Committee meeting agenda. The committee recommended part of parcel 09-235-091 as shown on the attached map to be designated for future cemetery. City Attorney advises the attached resolution be adopted dedicating the property for cemetery use.

The General Services Committee is requested to approve the attached Resolution R-2025-60. If approved, this item will be placed on the November 10th consent agenda.

Committee Member Anderson made a motion the Resolution R-2025-60 and forward it to the City Agenda for approval.

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

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

NAYS: None

**Item 7. Downtown Master Plan Update.**

Jeff Wells, Assistant City Manager, presented that Shook Kelly was selected as the consultant for the City of Monroe's Downtown Master Plan, and was approved by City Council in September of 2025. The Downtown Master Plan Update project will span 12 – 15 months and will lead to final recommendation to the City Council. This project will focus on downtown along with several of its neighboring sub-districts. This report provides an update on the project to date.

The Downtown Master Plan kicked off with a virtual mobilization meeting on September 3, 2025 that included city staff and our project consultant, Shook Kelley. A Technical Team Committee meeting followed on September 22, 2025. At this meeting, Shook Kelley conducted an analysis of Land Use and Placemaking, Infrastructure Systems and Development, and concluded the meeting with a walking tour of the Downtown Core. A driving tour was held later with our consultant to view the remaining project character districts.

Shook Kelley requested the creation of several citizen groups as part of the project. These groups and members represent a broad cross-section of community interests and will ensure the master planning process addresses many different perspectives. Seven Affinity Groups and a Downtown Steering Committee were assembled for this purpose. The Affinity Groups met during four virtual roundtable zoom calls held on October 27-28, 2025. Attached is a list of the Affinity Group titles and participants.

The Downtown Steering Committee will play a key role in assisting Shook Kelley with the overall downtown planning effort. The members of this group all share a deep interest in the downtown area and have the ability to provide guidance throughout the master planning process. They will share their unique knowledge, local perspective, strategic thinking, and individual expertise and have agreed to meet the time required to attend the workshops. This group will work collaboratively to share their opinions and consider different viewpoints, so that the group can build consensus and help guide Shook Kelley in developing the plan. A list of the Downtown Steering Committee is attached.

The groups and committee total 94 people and represent a broad cross-section of downtown, including:

- o Residents: Living downtown or in adjacent neighborhoods.
- o Business owners: Including retail merchants and other commercial property owners in the downtown district.
- o Property owners: Both residential and commercial.
- o Civic leaders: Members of non-profits, historic societies, and other advocacy groups.
- o Professionals: Individuals with a background in architecture, urban design, planning, or engineering.

- o Specialized groups: Representatives from educational institutions, cultural organizations, public safety, and other specialized groups.

No action is required. Item is informational only.

A consensus of the Committee was given to show support for the item.

**Item 8. Parks and Recreation Donation from Friends of Bazemore.**

Jeff Wells, Assistant City Manager, presented that the Parks and Recreation Department is requesting to accept a donation of \$5,850 from the nonprofit Friends of Bazemore Active Adult Center.

Friends of the Bazemore wants to donate \$5,850 to the City of Monroe to cover the costs associated with the backfill and seeding around the new outdoor concrete pad at the rear of the Bazemore Active Adult Center.

The City of Monroe had the work completed by Sutton Concrete & Construction at a cost of \$5,850.

Staff recommends General Services approve the donation request and send to council consent agenda for acceptance of the donation.

Committee Member Anthony made a motion to approve the donation request and forward to City Council for approval.

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

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

NAYS: None

**Item 9. Park and Recreation Grant Acceptance Centralina Area Agency on Aging.**

Jeff Wells, Assistant City Manager, presented that the Parks and Recreation Department seeks to receive a grant for Senior Center General Purpose Funding from Centralina Area Agency on Aging in the amount of \$3,657 with a local match of \$1,219 and requests a budget amendment.

The Parks and Recreation Department has received a grant in the amount of \$3,657 from the Centralina Area Agency on Aging. These funds will be used to offset salaries associate with the various senior adult fitness classes, including instructor salaries. Funds will also be used to assist in the purchase of additional ceramics materials (a very popular center activity). There is a 25 percent match equaling \$1,219 associated with this grant that will be funded through the operational budget of the Active Adult Center.

Staff recommends General Services approve the donation request and for council to consider it on consent agenda for acceptance.

Committee Member Anthony made a motion to approve the donation request and forward to City Council for approval.

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

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

NAYS: None

**Item 10. Budget Amendment for Mass Communications and Closed Captioning Initiatives.**

Lisa Hollowell, Assistant City Manager, presented that the City of Monroe is advancing two initiatives designed to enhance customer service and accessibility for residents and businesses, the implementation of a Mass Communications and Emergency Notification System and the addition of Closed Captioning for City Council meetings. These actions will enhance customer service, accessibility for residents, and timely public

communication for the City of Monroe.

The City is in the process of selecting CivicPlus as the vendor for a new Mass Communications and Emergency Notification System. This initiative is intended to strengthen the City's ability to communicate quickly and effectively with residents and businesses during emergencies. The system would also allow departments to create customized contact lists for targeted notifications and communicate with mobile devices within the City when needed.

CivicPlus is already a trusted partner, supporting several of the City's key systems, including the website, Council's agenda management platform, and the FOIA request system. Adding this capability would integrate smoothly with existing CivicPlus products and further streamline communication and emergency response efforts. Contract discussions are currently underway, and implementation is anticipated by the end of November pending final approval.

Staff recommends that City Council approve a budget amendment and authorize the City Manager to execute contracts for (1) a Mass Communications and Emergency Notification System with CivicPlus and (2) closed captioning services for City Council meetings. The amendment will appropriate \$19,155 for initial implementation of the communications system and establish an annual not-to-exceed amount of \$10,000 for closed captioning, with any recurring subscription or maintenance costs incorporated into future budgets. Funding will be appropriated from the Undesignated Fund Balance.

Committee Member Anthony made a motion to approve the requested recommendation and approve a Budget Amendment and authorize the City Manager to execute contracts and forward to City Council for approval.

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

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

NAYS: None

**Item 11. Committee on Disabilities Recommendation.**

Lisa Hollowell, Assistant City Manager, requested this item to be pushed to the next meeting.

**Other.**

None.

**There being no further business the meeting adjourned at 4:52 p.m.**

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Committee Chairwoman, Julie Thompson





**STAFF REPORT**

**TO:** General Services Committee

**VIA:** Mark Watson, City Manager

**DATE:** December 4, 2025

**FROM:** Lisa Strickland, Director of Finance

**PREPARED BY:** Monica Bulos, Purchasing Assistant

**SUBJECT:** Authorization to Dispose of (1) 2005 Tandem Dump truck 2216 C05042 VIN #1FVHC5CV55HU67801 and 2008 GMC Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268

**SUMMARY STATEMENT**

Staff requests approval for disposal of surplus property (1) 2005 Tandem Dump truck 2216 C05042 VIN #1FVHC5CV55HU67801 and 2008 GMC Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268 located at Operations Center.

**REVIEW**

Staff is requesting City Council approval to authorize staff to dispose of the following piece of equipment as defined by G.S. 160-270A. Pursuant to G.S. 160-270A and Title III, Chapter 34 of the City of Monroe Code of Ordinances staff is required to seek board approval when the fair market value of surplus personal property is believed to exceed \$30,000. It is staff's belief that the potential proceeds of this surplus equipment may be in excess of \$30,000, therefore, staff requests adoption of a Resolution giving authority to dispose of the following items:

- 2005 Tandem Dump truck 2216 C05042 VIN #1FVHC5CV55HU67801
- 2008 GMC Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268

Items will be sold on GovDeals.com, an auction site for government equipment. Proceeds from the sale of these assets will be returned to the respective operating funds.

**RECOMMENDATION**

Staff requests a favorable recommendation from General Services Committee to City Council for the approval of the disposal of surplus property (1) 2005 Tandem Dump truck 2216 C05042 VIN #1FVHC5CV55HU67801 and 2008 GMC Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268 by approving Resolution R-2025-64

Attachment(s): Resolution R-2025-64

**RESOLUTION AUTHORIZING DISPOSAL BY AUCTION SALE**  
**(1) 2005 Tandem Dump truck 2216 C05042 VIN #1FVHC5CV55HU67801 and 2008 GMC**  
**Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268**  
**R-2025-64**

**WHEREAS**, the City of Monroe (hereinafter, “City”), has accumulated surplus personal property that has a believed fair market value in excess of \$30,000; and

**WHEREAS**, said personal property located at the City Operations Center at 2401 Walkup Avenue in Monroe, North Carolina is no longer being utilized by the City of Monroe; and

**WHEREAS**, North Carolina General Statute §160A-270 permits the City to sell personal property at public auction upon approval of the City Council and after publication of a notice announcing the auction; and

**WHEREAS**, the electronic auction site, govdeals.com will be utilized in auctioning said piece of equipment; and

**WHEREAS**, the property will be transferred in its current condition, as is, and the City gives no warranty with respect to usability of the property; and

**WHEREAS**, title and possession of the property will be transferrable at the auction’s close on December15, 2025 at 10:00AM EST when the sale is completed and payment is made; and

**WHEREAS**, the buyer will pay the full amount of his or her bid at the conclusion of the auction, either by card or wire transfer. Failure to make payment on or before December19th, 2025 cancels the buyer’s bid.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council hereby declares surplus and authorizes staff to dispose of by auction sale the following asset:

2005 Tandem Dump truck Asset 2216 C05042 VIN #1FVHC5CV55HU67801 and 2008 GMC Flusher truck 2362-C01696 VIN# 1GDP7C1B08F404268 pursuant to G.S. §160A-270.

**BE IT FURTHER RESOLVED THAT** the City Manager is hereby authorized to take any and all action necessary regarding the disposal of the Assets listed above.

**BE IT FURTHER RESOLVED THAT** the City reserves the right to withdraw any listed property from the auction at any time before the auction sale of that property.

Adopted this the 9<sup>th</sup> day of December 2025.

Attest:

\_\_\_\_\_  
Robert A. Burns, Mayor

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** General Services Committee

**VIA:** Mark Watson, City Manager

**DATE:** December 4, 2025

**FROM:** Lisa Strickland, Finance Director

**PREPARED BY:** Dawn Whitesides, Customer Service Supervisor

**SUBJECT:** Utility Fee Grant Program Update

**SUMMARY STATEMENT**

Information is also being provided to the Committee to fulfill reporting requirements of the Utility Fee Waiver Program and Resolution R-2015-41. The goal of the Utility Fee Waiver program is to encourage homes to be built for people who are certified to be income eligible at the time of purchase and to ensure that the program is meeting City expectations.

**REVIEW**

The following chart represents a history of previous utility assistance provided and the current status of ownership.

<i>Date</i>	<i>Property address</i>	<i>Recipient:</i>	<i>Original Owner still reside in the property?</i>	<i>Utility Fee Waiver Amount</i>
7-8-15	2319 Hargette Rd	Habitat for Humanity	Yes	\$7,404
7-8-15	2321 Hargette Rd	Habitat for Humanity	Yes	\$7,598
9-6-15	2916 Secrest Short Cut Rd	Fredia Barbee	Yes	\$3,339
10-27-15	438 East Village Dr Lot 17	Monroe UC CDC	Yes	\$5,046
10-27-15	309 East Village Dr Lot 40	Monroe UC CDC	Yes	\$5,046
3-15-16	2502 Saddlebred Way	St. Jude's	n/a	\$5,036
3-14-17	2310 Goldmine Rd	Habitat for Humanity	Yes	\$7,140

3-14-17	3407 Ridgewood Ave	Habitat for Humanity	Yes	\$7,140
12-19-17	433 East Village Dr	Monroe UC CDC	Yes	\$5,036
12-19-17	427 East Village Dr	Monroe UC CDC	Yes	\$5,036
12-19-17	503 East Village Dr	Monroe UC CDC	Yes	\$5,036
4-12-18	1915 Bowie St	Habitat for Humanity	Yes	\$7,140
4-12-18	1923 Bowie St	Habitat for Humanity	Yes	\$7,140
8-30-18	506 East Village Dr	Monroe UC CDC	Yes	\$5,184
9-12-18	500 Sunnybrook Dr	Kelly & Betty Leak	Yes	\$3,720
10-5-18	406 S West St	Habitat for Humanity	Yes	\$7,349
3-6-2019	350 East Village Dr	Monroe UC CDC	Yes	\$5,184
3-6-19	344 East Village Dr	Monroe UC CDC	Yes	\$5,184
5-9-19	1450 Citrus Dr	Habitat for Humanity	Yes	\$5,184
5-9-19	1107 Sikes St	Habitat for Humanity	Yes	\$7,349
7/21/20	217 E East Ave	Dorothy Gaither	Yes	\$3,828
8/14/23	5006 Myers Rd	Tony Cureton	Yes	\$4,291
6/11/24	1702 Carson St	Luybov Chernenchenko	Yes	\$4,291

The Utility Fee Grant Program currently has a remaining balance of \$17,590.00.

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**RECOMMENDATION**

Staff presents this as an informational update only.



**STAFF REPORT**

**TO:** General Services Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** December 4, 2025  
**FROM:** Terry Sholar, Senior Staff Attorney  
**PREPARED BY:** Terry Sholar, Senior Staff Attorney  
**SUBJECT:** Easement to Ripple Fiber Located at the Monroe Science Center

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**SUMMARY STATEMENT**

Ripple Fiber has requested the City of Monroe grant it an easement for the location of a fiber optic cabinet at the Monroe Science Center adjacent to Windsor Street.

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**REVIEW**

Ripple Fiber is in the process of installing fiber optic cable throughout the City of Monroe including areas along Windsor Street in downtown. Part of the installation requires locating a fiber optic cabinet along Windsor Street on the Monroe Science Center property. The City of Monroe is asked to grant a 10 foot by 10 foot easement on the Science Center property on which to locate the cabinet.

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**RECOMMENDATION**

The General Services Committee is requested to consider granting the easement to Ripple Fiber on the Monroe Science Center property adjacent to Windsor Street and make a recommendation it be added to the City Council December agenda for consideration.

Attachment: Proposed Fiber Optic OLT Cabinet Easement with attached Exhibit A

Prepared by  
and return to: Terry M. Sholar  
P.O. Box 69  
Monroe, NC 28111

Excise Tax: Exempt

NORTH CAROLINA  
UNION COUNTY

### **FIBER OPTIC OLT CABINET EASEMENT**

This EASEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2025 (the “Effective Date”), by and between the City of Monroe, a North Carolina municipal corporation (hereinafter "Grantor") and Ripple Fiber, LLC, a North Carolina foreign corporation incorporated in the state of South Carolina, 6000 Fairview Road, Suite 300, Charlotte, NC 28210, (hereinafter "Grantee");

WHEREAS, Grantor owns real property located on East Windsor Street in the City of Monroe, and being the real property described by deed recorded in Book 5709, page 914, and further identified as Tax Parcel Number 09-231-224 (hereinafter the “Property”).

WHEREAS, Grantee desires an easement to construct and maintain a Fiber Optic OLT Cabinet (the “Cabinet”) and associated equipment and appliances on the Property that are deemed necessary by Grantee for the transmission and distribution of broadband (hereinafter the “Project”).

NOW THEREFORE, Grantor, for valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Grantee, its successors and assigns the following easement upon, over, through and across the Property, subject to the requirements contained herein:

RECITALS: The above recitals are true and correct and incorporated herein by reference.

PURPOSE: Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement for the benefit of Grantee for the construction, repair, replacement, operation, and maintenance of the Project. The specific placement, design, construction, and maintenance of the Project is the responsibility of Grantee within the located expressly identified herein.

EASEMENT AREA: The Easement Area shall consist of a portion of the Property approximately ten (10) feet in length on either side of a point located at the furthest extent of the right-of-way on the Northern side of E Windsor Street, approximately five hundred twenty-five (525) feet from the intersection of E Windsor Street with S Church Street, approximately ten (10) feet in width throughout its extent, as more particularly shown on Exhibit A attached hereto and incorporated herein by reference.

SCOPE OF EASEMENT: Grantee shall have the right, privilege, and authority to:

(a) Construct, reconstruct, install, relocate, extend, repair, replace, maintain, operate, inspect, patrol, abandon, redesign, rebuild, alter, or remove, at Grantee's sole discretion, the Cabinet and various underground wires and cables, communication wires, pipes, conduit and fiber infrastructure and other equipment necessary for the implementation of the Project (collectively, the "**Fiber Facilities**") on the Easement Area, and to renew, replace, add to, and otherwise change the Fiber Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Fiber Facilities within the Easement Area for the purpose of transmitting and distributing broadband;

(b) Keep the Easement Area clear of any and all trees, vegetation, or roots which, in the reasonable opinion of Grantee, may interfere with the construction, operation or maintenance of the Fiber Facilities; and

(c) Excavate or change the grade of the Easement Area as is reasonable, necessary, or proper in Grantee's sole discretion for any and all purposes described in above; provided, however, that the Grantee will, upon completion of its work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation.

AS-IS, WHERE-IS CONDITION: Grantor specifically represents, and Grantee accepts and acknowledges that, the Easement is granted with the rights to use the Easement in "AS-IS," "WHERE-IS" and "WITH ALL FAULTS" condition. Grantor has made no representation or warranty as to the suitability of the Easement for Grantee's use and waives any implied warranty that the Easement is suitable for its intended purposes.

RESTRICTIONS ON GRANTOR: Grantor, for itself, its heirs, legal representatives, successors, successors-in-title and assigns, hereby covenants and agrees with Grantee that:

(a) No act will be permitted within the Easement Area that is inconsistent with this Easement or interferes with Grantee's right to use the Easement Area.

(b) No buildings or structures, or replacements thereof or additions thereto, or obstructions will be erected or constructed above or below grade within the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld.

(c) No trees shall be grown, cultivated, or harvested, and no excavating, digging, filling, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of Grantee, which consent shall not be unreasonably withheld, except that no such consent must be obtained and Grantor may take such steps as it deems reasonably necessary in the interest of public safety, public functions, or public necessity. It is understood by the Parties that the intent of the Easement herein conveyed is to limit to the extent reasonably practicable the longitudinal or parallel use or occupancy of the Easement Area by surface or subsurface activities or structures that may in Grantee's reasonable opinion damage or interfere with the Fiber Facilities.

(d) Grantor shall make reasonable efforts not to take or permit any action that in Grantee's reasonable opinion would impair the lateral or subjacent support for the Fiber Facilities or cause the earth cover over the Fiber Facilities to be less than three (3) feet, unless reasonably necessary in the interest of public safety, public functions, or public necessity.

(e) Grantor shall remain responsible for any and all taxes affecting the Easement Area except for those taxes assessed on the Grantees facilities or personal property located within the Easement Area.

**PROJECT COMPLETION:** The parties agree that Grantee will be responsible for all procurement, contracting, and supervision of the project. Further, the Grantee shall be responsible for obtaining all permits, licenses, agreements, leases, etc. required for the Project.

**MAINTENANCE AND REPAIR:** Grantee shall perform all necessary maintenance and repair of the Project. Grantee shall, at its own expense, maintain and repair any public utilities installed by or for the Grantee.

**COMPLIANCE WITH LAW:** Grantee shall ensure the project is constructed and maintained in accordance with all applicable laws, codes, rules, and regulations. The Grantee shall be solely responsible for compliance with all applicable laws, codes, rules, and regulations pertaining to the Project.

**INDEMNIFICATION:** To the extent permitted by North Carolina law, Grantee hereby agrees to indemnify and hold harmless Grantor from any and all claims, liabilities, demands, costs and expenses (including reasonable court costs and attorneys' fees actually incurred at reasonable hourly rates), arising out of or related to any injury to persons or physical damage to tangible property, any violations of governmental laws, regulations or orders if and to the extent caused by the acts or omissions Grantee, its agents, employees, contractors and subcontractors in connection with the rights granted herein.

**GRANTOR'S RESERVATION OF RIGHTS:** Grantor reserves the right to use the Property and Easement for all lawful purposes that do not unreasonably interfere with the rights granted herein. Anything to the contrary herein notwithstanding, Grantor shall not unreasonably interfere with Grantee's access to or use and maintenance of the Easement.

**REVERSION:** If the Project is not completed within two (2) years, Grantor may, after providing at least thirty (30) days' advance written notice to Grantee, terminate this Easement and all the rights granted herein. In event of such termination, any and all rights conveyed by the parties in this Easement shall automatically revert to the respective granting party or its legal successors and assigns, without the necessity of any further action to effect said reversion.

**GRANTOR'S RIGHT TO TERMINATE; EFFECT OF TERMINATION BY GRANTOR:** Notwithstanding the automatic termination of the Easement in the Reversion section above, Grantor shall have the right to terminate this Easement at any time if Grantor determines, in Grantor's sole and absolute discretion, that Grantee has failed to maintain the Easement in a reasonable, clean, and orderly condition. In the event of such failure, Grantor shall provide written notice to Grantee, and Grantee shall have the opportunity to cure. Upon failure to cure as determined by Grantor within thirty (30) days of said notice, this Easement shall terminate and shall become null and void and neither party shall have any further rights or duties hereunder, except that Grantee shall return the Easement to substantially the same condition it was upon the Effective Date.

**GOVERNING LAW:** North Carolina law governs this Easement.

**WARRANTY OF TITLE:** Grantor hereby warrants that it is the fee owner of the Property and that the same is free and clear of all liens and encumbrances, except as may be disclosed by the Register of Deeds for Union County, North Carolina.

**ASSIGNMENT:** Grantee shall have the right to assign this Easement in whole or in part without the consent of Grantor.

**BINDING AGREEMENT; RECORDING:** Unless terminated early as set forth herein, this Easement shall at all times be deemed to be and shall be a continuing covenant running with the Property and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Easement. This Easement shall be recorded in the Register of Deeds of Union County, North Carolina.

**NOTICE:** Unless specifically stated otherwise in this Easement, all notices, waivers, and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally-recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; or (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service.

To Grantor: City of Monroe  
300 W Crowell St.  
Monroe, NC 28112

To Grantee: Ripple Fiber, LLC  
6000 Fairview Road  
Suite 300  
Charlotte, NC 28210  
Attn: Legal

Any party may change its address for the purposes of this section by giving written notice as provided above.

**EFFECTIVE DATE:** This Easement shall become effective upon its full execution by the parties.

ENTIRE AGREEMENT: The documents herein represent the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this Easement shall only be valid when they have been reduced to writing, duly signed by the parties hereto.

COUNTERPARTS: This Easement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument.

AUTHORITY: Both parties represent and warrant that they have the authority to execute this Easement and the individual signing on behalf of Grantee states that they are the duly authorized representative of the signing party and that their signature on this Easement has been duly authorized by, and creates the binding and enforceable obligation of, the party on whose behalf the representative is signing.

LIMITATION OF RIGHTS: Nothing herein shall be construed as a gift, grant, or dedication to the general public.

QUIET ENJOYMENT: Grantor hereby covenants and agrees that Grantee shall have quiet and peaceable possession, use and enjoyment of the Easement, rights and privileges.

TO HAVE AND TO HOLD to Grantee and the successors and assigns of Grantee, the aforesaid Easement and the privileges herein particularly described, unto Grantee, its successors and assigns, and Grantor does hereby bind itself and its successors and assign. This Easement shall run with the land and inure to the benefit of and be binding on Grantor, Grantee and their respective heirs, successors and assigns.

**IN WITNESS WHEREOF, the parties hereto, being duly authorized, have caused this Easement to be executed the day and year first above written.**

**GRANTOR:**

**City of Monroe**

By: \_\_\_\_\_  
W. Mark Watson, City Manager

ATTEST:

\_\_\_\_\_  
Bridgette Robinson, City Clerk

NORTH CAROLINA  
UNION COUNTY

I, \_\_\_\_\_, Notary Public, in and for said County and State, do hereby certify that Bridgette 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 authority duly given and as an act of said City, the foregoing instrument was signed in the name of the City and in her presence by its City Manager, sealed with the corporate seal of said City, and attested by herself as its City Clerk.

Witness my hand and notarial seal, this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public (SEAL)

My Commission Expires: \_\_\_\_\_

**GRANTEE:**

**Ripple Fiber, LLC**

By: \_\_\_\_\_  
Print Name: Josh Runyan  
Title: Chief Legal Officer

\_\_\_\_\_  
\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, a Notary Public, certify that Josh Runyan personally came before me this day acknowledging to me that (s)he is the Chief Legal Officer for Ripple Fiber, LLC, and that he is authorized to do so on behalf of Ripple Fiber, LLC, acknowledging to me that (s)he voluntarily signed the foregoing instrument for the purpose stated therein and in the capacity indicated.

WITNESS my hand and official seal this \_\_\_\_ day of \_\_\_\_\_, 2025.

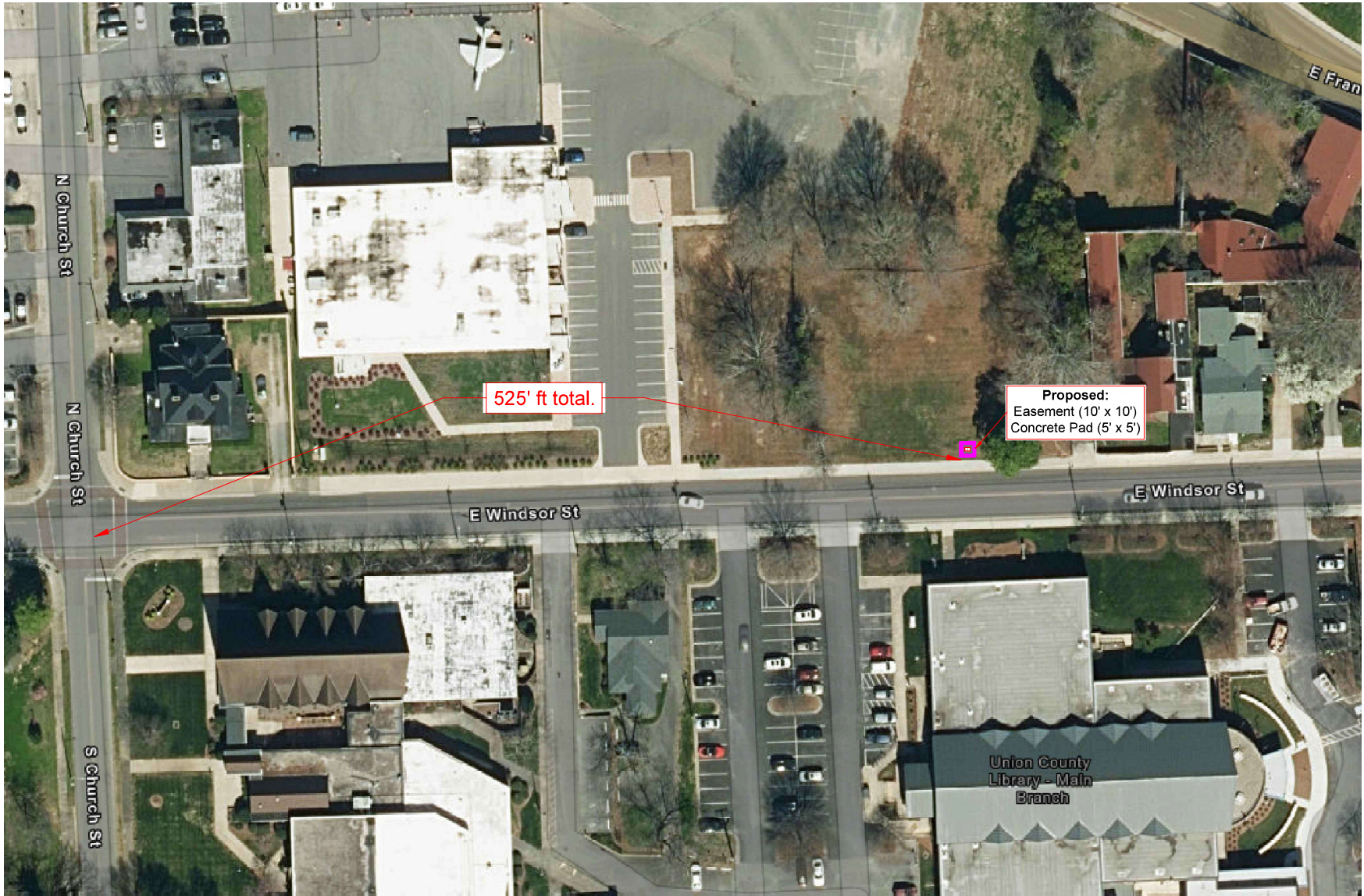
\_\_\_\_\_ Notary Public

My commission expires: \_\_\_\_\_

Exhibit A  
Legal Description of the Property

Exhibit B  
Description of the Easement Area

**Exhibit A**



**PROJECT NAME:**  
PD\_UC\_OLT 7\_FDA 1\_OLT

**PROJECT TYPE:**  
Permit Drawing

**FILE NAME:**  
PD\_UC\_OLT 7\_FDA 1\_OLT

**OLT LOCATION:**  
317 E WINDSOR ST

**FDA:**  
FDA:001

**SHEET TITLE:**  
Civil Work Overview

**REVISIONS**

NO.	DATE	DESCRIPTION	BY
1	09/17/2024	REV001	JB
2	09/23/2025	REV002	MV
3	10/13/2025	REV003	SV
4	10/16/2025	REV004	SV
5	11/04/2025	REV005	SV

**NO. DATE DESCRIPTION BY**

**811 Know what's below. Call before you dig.**  
Online request 2-3 days before work begins.

CONTRACTOR NEEDS TO KEEP COPIES OF ALL ENCROACHMENT AGREEMENTS ON SITE AT ALL TIMES.  
CONTRACTOR TO CALL ENGINEERING DIVISION 2 DAYS BEFORE COMMENCING WORK.

**OWNER:**

**RIPPLE FIBER**  
6000 FAIRVIEW ROAD, SUITE 300  
CHARLOTTE, NC 28210  
OFFICE: (800) 355-5767

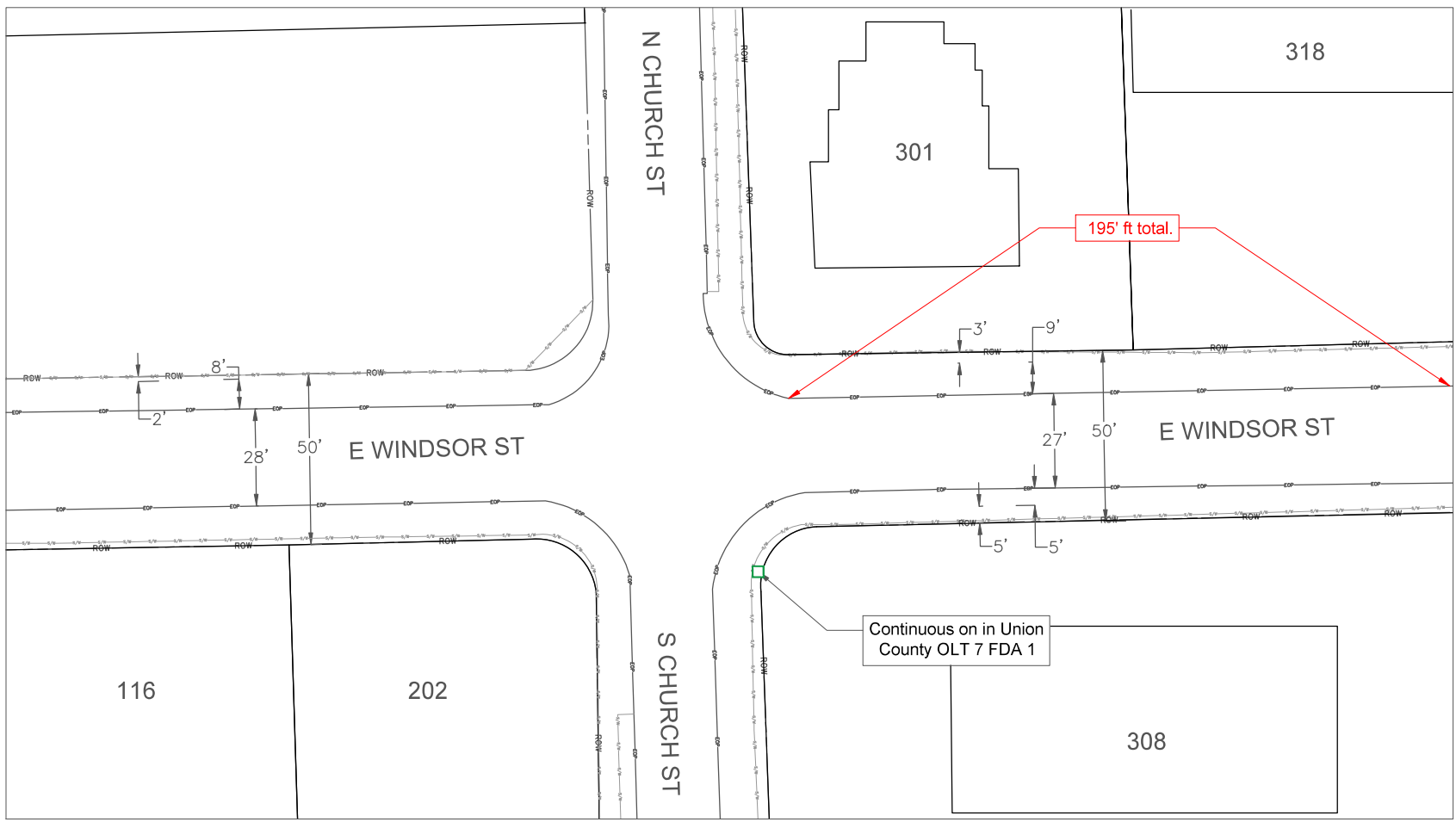
**CONTRACTOR:**

**CONFIDENTIAL INFORMATION**

Inches  
0 20 40 80  
1 50

N

10 of 22



MATCHLINE (SEE PAGE 17)

**PROJECT NAME:**  
PD\_UC\_OLT 7\_FDA 1\_OLT

**PROJECT TYPE:**  
Permit Drawing

**FILE NAME:**  
PD\_UC\_OLT 7\_FDA 1\_OLT

**OLT LOCATION:**  
317 E WINDSOR ST

**FDA:**  
FDA:001

**SHEET TITLE:**  
Project Plan View

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	09/17/2024	REV001	JB
2	09/23/2025	REV002	MV
3	10/13/2025	REV003	SV
4	10/16/2025	REV004	SV
5	11/04/2025	REV005	SV

**811 Know what's below. Call before you dig.**  
Online request 2-3 days before work begins.  
CONTRACTOR NEEDS TO KEEP COPIES OF ALL ENCROACHMENT AGREEMENTS ON SITE AT ALL TIMES.  
CONTRACTOR TO CALL ENGINEERING DIVISION 2 DAYS BEFORE COMMENCING WORK.

**OWNER:**  
 **RIPPLE FIBER**  
6000 FAIRVIEW ROAD, SUITE 300  
CHARLOTTE, NC 28210  
OFFICE: (800) 555-5767

**CONTRACTOR:**

**CONFIDENTIAL INFORMATION**

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Inches  
N  
16 of 22

**Construction Notes**

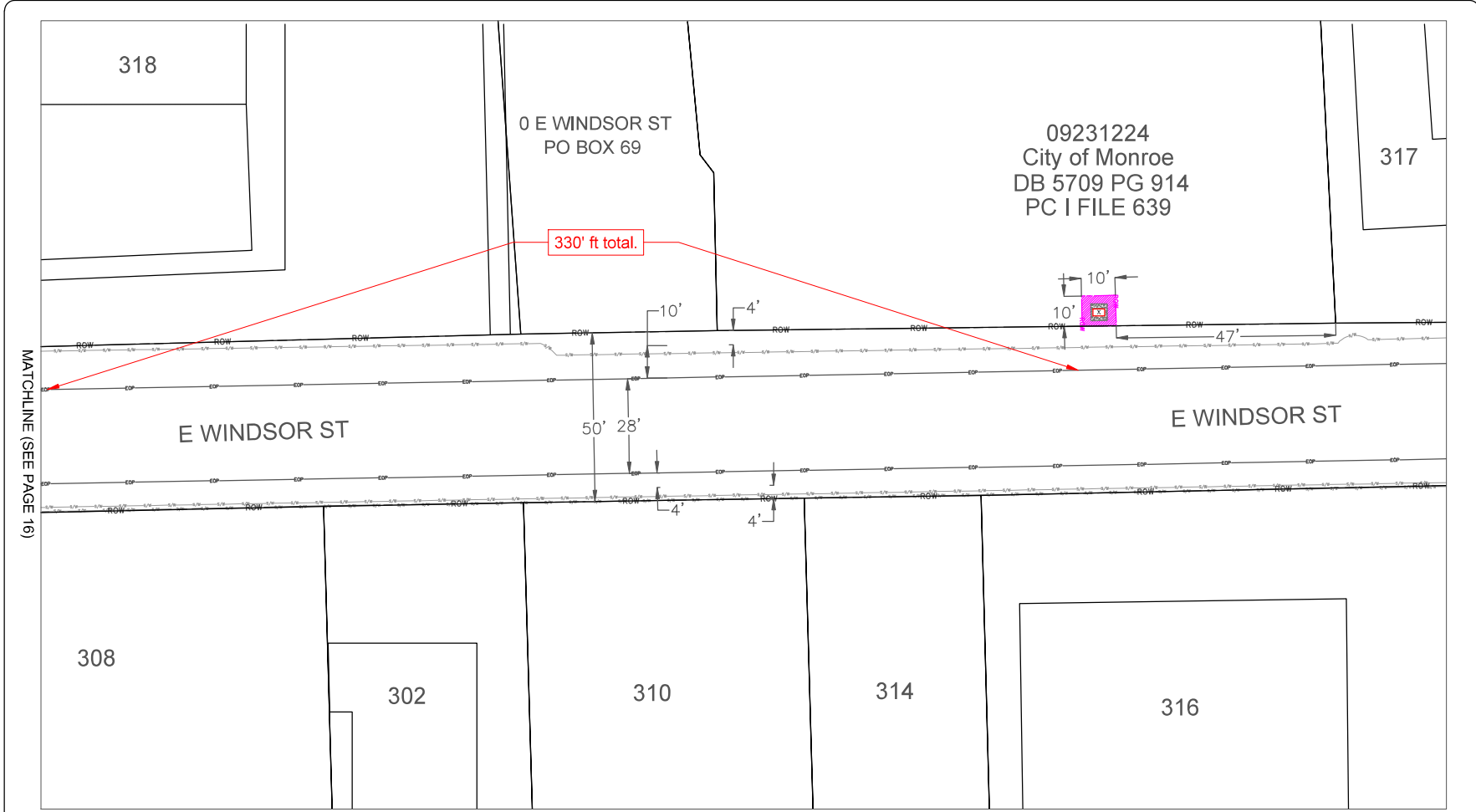
RESTORATION NOTE:  
ALL DISTURBED AREAS TO BE RESTORED TO PRE-EXISTING CONDITION OR BETTER.

**Structure Legend**

- PROPOSED DUCT ACCESS POINT
- PROPOSED SURFACE CAP & BURY
- PROPOSED 24"X36"X36" HANDHOLE

**Conduit Types**

- 4.75" PROPOSED 3AWAY 7 / 3.5 HDPE CONDUIT
- 1.18" PROPOSED 12AWAY 7 / 3.5 HDPE CONDUIT
- 3.59" PROPOSED 4AWAY 7 / 3.5 HDPE CONDUIT
- 1.59" PROPOSED 3AWAY 7 / 3.5 HDPE CONDUIT
- 3.9" PROPOSED 4AWAY 7 / 3.5 HDPE CONDUIT
- 1.75" PROPOSED 4AWAY 10 / 12 HDPE CONDUIT
- 2.125" PROPOSED 3AWAY 10 / 12 HDPE CONDUIT



MATCHLINE (SEE PAGE 16)

**PROJECT NAME:**  
PD\_UC\_OLT\_7\_FDA\_1\_OLT

**PROJECT TYPE:**  
Permit Drawing


**FILE NAME:**  
PD\_UC\_OLT\_7\_FDA\_1\_OLT

**OLT LOCATION:**  
317 E WINDSOR ST

**FDA:**  
FDA:001

**SHEET TITLE:**  
Project Plan View

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	09/17/2024	REV001	JB
2	09/23/2025	REV002	MV
3	10/13/2025	REV003	SV
4	10/16/2025	REV004	SV
5	11/04/2025	REV005	SV

**OWNER:**  

**RIPPLE FIBER**  
 6000 FAIRVIEW ROAD, SUITE 300  
 CHARLOTTE, NC 28210  
 OFFICE: (800) 355-5767

**CONTRACTOR:**

**CONFIDENTIAL INFORMATION**

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Inches  
150

17 of 22








**Construction Notes**

RESTORATION NOTE:  
ALL DISTURBED AREAS TO BE RESTORED TO  
PRE-EXISTING CONDITION OR BETTER.

**Structure Legend**

- PROPOSED DUCT ACCESS POINT 
- PROPOSED SURFACE CAP & BURY 
- PROPOSED 24"X36"X36" HANDHOLE 

**Conduit Types**

-  1.75" PROPOSED 3/4WAY 7/3.5 HDPE CONDUIT
-  1.18" PROPOSED 1/2WAY 7/3.5 HDPE CONDUIT
-  1.59" PROPOSED 3/4WAY 7/3.5 HDPE CONDUIT
-  1.59" PROPOSED 3/4WAY 7/3.5 HDPE CONDUIT
-  1.39" PROPOSED 1/2WAY 7/3.5 HDPE CONDUIT
-  1.75" PROPOSED 3/4WAY 10/12 HDPE CONDUIT
-  1.75" PROPOSED 3/4WAY 10/12 HDPE CONDUIT



**STAFF REPORT**

**TO:** General Services Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** December 4, 2025  
**FROM:** Lisa Hollowell, Assistant City Manager  
**PREPARED BY:** Lisa Hollowell, Assistant City Manager  
**SUBJECT:** Hangar and Land Leases

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**SUMMARY STATEMENT**

The City of Monroe released an RFP in 2024 for a long-term land lease on Airport pad L1 and selected Charlotte-Monroe Hangar 1, LLC to develop a new aircraft storage hangar under a thirty-year lease with renewal options. Council approval is now requested to ratify the lease agreement signed by the City Manager and Tenant.

The City of Monroe renegotiated contracts for hangar storage and aviation operations with Aerowood Aviation, LLC. The City has executed these contracts and the Council is being requested to ratify these agreements.

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**REVIEW**

The City of Monroe issued a Request for Proposals in 2024 for a long-term land lease on a building pad at the Airport known as L1, Staff recommended and Council approved Charlotte-Monroe Hangar 1, LLC as the approved contractor for a land lease. This agreement establishes a thirty-year lease with two 5-year renewals for the construction of a hangar to be used for aircraft storage. The Tenant for this project was presented to and approved by City Council in 2024, and Council is now being asked to ratify the City Manager’s execution of the land lease for a hangar to be built on pad “L1.”

The City has renegotiated hangar leases with an existing business operating on Airport property, Aerowood Aviation, LLC, for hangars #5, #6, #9 aircraft storage, all associated office space and the main terminal office space. These agreements extend beyond one year. The Council is being asked to ratify these signed agreements.

### **RECOMMENDATION**

It is recommended that the General Services Committee advise to Council ratification of the contracts with Charlotte-Monroe Hangar 1, LLC, for the land lease and with Aerowood Aviation, LLC for the multi-year leases for hangar storage. Additionally, Staff recommends that Council delegate the authority to the City Manager to negotiate, enter into, and sign all future, authorized Airport leases without the need for further City Council consideration.

Attachments: R-2025-66  
R-2025-67  
R-2025-68

**RESOLUTION RATIFYING GROUND LEASE OF CITY PROPERTY  
LOCATED AT CHARLOTTE-MONROE EXECUTIVE AIRPORT TO  
CHARLOTTE-MONROE HANGAR 1, LLC  
AND GRANTING AUTHORIZATION TO CITY MANAGER  
TO EXECUTE DOCUMENTS  
R-2025-66**

**WHEREAS**, the City of Monroe owns the improved real property located on the Charlotte-Monroe Executive Airport, Monroe, North Carolina; and

**WHEREAS**, pursuant to North Carolina General Statutes §63-53, the City enters into a ground lease agreement with Charlotte-Monroe Hangar 1, LLC to lease the property beginning November 19, 2025 for a period of 30 years; with two additional 5-year options to renew, and

**WHEREAS**, in consideration of said lease Charlotte-Monroe Hangar 1, LLC desires to lease the property for a 30-year period under terms and conditions of the lease to construct and occupy an aviation hangar facility on the premises; and

**WHEREAS**, North Carolina General Statute §160A-272 authorizes the City to enter into leases of more than one year upon resolution of the City Council adopted at a Regular Meeting.

**NOW, THEREFORE, BE IT RESOLVED**, the Monroe City Council hereby ratifies the ground lease of the City property described above to Charlotte-Monroe Hangar 1, LLC for a period of 30 years beginning November 19, 2025 under the terms and conditions contained in the lease and authorizes the City Manager to execute any and all necessary documents.

This Resolution is effective on the date of its adoption.

Adopted this 9<sup>th</sup> day of December 2025.

Attest:

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Robert A. Burns, Mayor

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Bridgette H. Robinson, City Clerk

**RESOLUTION RATIFYING LEASE OF CITY PROPERTY  
LOCATED AT CHARLOTTE-MONROE EXECUTIVE AIRPORT  
TO AEROWOOD AVIATION, LLC  
AND GRANTING AUTHORIZATION TO CITY MANAGER  
TO EXECUTE DOCUMENTS  
R-2025-67**

**WHEREAS**, the City of Monroe owns the improved real property located at 1650 Aviation Drive at the Charlotte-Monroe Executive Airport, in Monroe, North Carolina; and

**WHEREAS**, pursuant to North Carolina General Statute § 63-53, the City entered into a lease agreement with Aerowood Aviation, LLC to lease Hangars # 5, 6, 9, associated office space, and main terminal office space situated on the property beginning September 19, 2025 for a period of ten years under the terms and conditions set out therein; and

**WHEREAS**, the City Council has determined that the subject property will not be needed by the City for the term of the lease; and

**WHEREAS**, North Carolina General Statute §160A-272 authorizes the City to enter into leases of up to ten years upon resolution of the City Council adopted at a regular meeting; and

**NOW, THEREFORE, BE IT RESOLVED**, that the Monroe City Council hereby ratifies the lease of the Hangars and associated office of the City property described above to Aerowood Aviation, LLC for a period of ten years beginning September 19, 2025 under the terms and conditions contained in the leases and authorizes the City Manager to execute any and all necessary documents.

This Resolution is effective on the date of its adoption.

Adopted this 9<sup>th</sup> day of December 2025.

Attest:

---

Robert A. Burns, Mayor

---

Bridgette H. Robinson, City Clerk

**RESOLUTION DELEGATING LEASING AUTHORITY TO  
CITY MANAGER FOR HANGAR LEASES AT THE  
CHARLOTTE-MONROE EXECUTIVE AIRPORT  
R-2025-68**

**WHEREAS**, the City of Monroe owns the real property located within the City of Monroe and known as the Charlotte-Monroe Executive Airport on which it operates a public airport ; and

**WHEREAS**, pursuant to North Carolina General Statute § 63-53, the City leases hangar space for the storage and housing of aircraft to private individuals and other entities as a matter of routine business at the airport; and

**WHEREAS**, the number of leases entered into by the City for hangar leases at the airport is large and growing in number annually; and

**WHEREAS**, the City has attempted to standardize the various lease provisions in all of its hangar leases at the airport including lease rates which are established by the City’s Fee Schedule approved by City Council each year; and

**WHEREAS**, due to the volume of leases, the standardization of lease provisions, and the routine nature of hangar leasing, it is more efficient to delegate leasing authority for hangar leases to the City Manager.

**NOW, THEREFORE, BE IT RESOLVED**, the Monroe City Council hereby delegates leasing authority to the City Manager to enter into hangar leases at the Charlotte-Monroe Executive Airport and hereby authorizes him to execute such hangar leases on behalf of the City of Monroe.

This Resolution is effective on the date of its adoption.

Adopted this 9<sup>th</sup> day of December, 2025.

Attest:

\_\_\_\_\_  
Robert A. Burns, Mayor

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** General Services Committee

**VIA:** Mark Watson, City Manager

**DATE:** December 4, 2025

**FROM:** Lisa Strickland, Finance Director

**PREPARED BY:** Ashley Ivey, Assistant Finance Director

**SUBJECT:** Adopt Series Resolution and Budget Amendment to Issue Combined Enterprise System Revenue Refunding Bonds, Series 2025 to Refinance the Refunded 2016 Bonds

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**SUMMARY STATEMENT**

The City’s Combined Enterprise System Revenue Refunding Bonds, Series 2016 outstanding and callable maturities are eligible for a current refunding. Current Financial market conditions are favorable to refund the Combined Enterprise System Revenue Refunding Bonds, Series 2016 debt that was used to refinance system improvements for the water and sewer, natural gas and electric utilities in 2008. Staff would like to refinance this debt in order to take advantage of debt service savings.

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**REVIEW**

Staff has been reviewing opportunities to refinance bonds to take advantage of the current low interest rate market. The City has \$11,416,000 in outstanding callable maturities from the Combined Enterprise System Revenue Refunding Bonds, Series 2016 financing that was issued to refinance system improvements for the water and sewer, natural gas and electric utilities. Based on bank bids that were received on November 12, 2025, the present value savings from refinance of this issue is \$484,841 or 4.30%. This equates to approximately \$73,000 per year in cash flow savings.

Average annual savings are split as follows between enterprise systems:

Water	\$12,281
Electric	\$51,742
Natural Gas	<u>\$8,648</u>
Total	<u>\$72,671</u> average annual savings

The City has received proposals from eight financial institutions to purchase the Bonds. The bank that won the bid is Regions Bank with an interest rate of 3.34%.

A series resolution must be adopted to authorize the issuance of \$11,416,000 Combined Enterprise System Revenue Refunding Bonds, Series 2025 to refinance the debt mentioned above. Closing costs will be deducted from the loan proceeds. A budget amendment to appropriate the refinancing expense and offsetting loan proceeds including issuance costs is also necessary. The anticipated closing date is December 16, 2025. All financing documents are available for review in the office of the Finance Director.

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### **RECOMMENDATION**

General Services Committee is requested to recommend that City Council adopt the Series Resolution R-2025-62 to authorize the issuance of the Combined Enterprise System Revenue Refunding Bonds, Series 2025 and adopt Budget Amendment BA-2025-42 to appropriate the refinancing expense and offsetting loan proceeds.

Attachments: Series Resolution R-2025-62  
Budget Amendment BA-2025-42

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**CITY OF MONROE, NORTH CAROLINA**

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**SERIES RESOLUTION**

Adopted December 9, 2025

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*City of Monroe, North Carolina  
Combined Enterprise System Revenue Refunding Bond,  
Series 2025*

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<b>EXHIBIT B FORM OF REQUISITION</b> .....	<b>B-1</b>

**A SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF \$11,416,000 COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND, SERIES 2025 OF THE CITY OF MONROE, NORTH CAROLINA TO REFINANCE THE COST OF CERTAIN IMPROVEMENTS TO THE CITY'S COMBINED ENTERPRISE SYSTEM**

**R-2025-62**

**WHEREAS**, the City of Monroe, North Carolina (the “City”) adopted an order on May 3, 1994, as supplemented and amended (collectively, the “Order”), which authorizes the City to issue bonds in accordance with Section 208 thereof;

**WHEREAS**, the Order provides that the City may issue Parity Indebtedness (as defined in the Order) for purposes of refinancing outstanding Indebtedness of the City and financing the costs of Additional Improvements to the Combined Enterprise System (each as defined in the Order);

**WHEREAS**, the City Council of the City has determined that the issuance of the bonds hereinafter referred to in order to refinance the Refunded 2016 Bonds (as defined herein) for debt service savings will benefit and be in the best interests of the City;

**BE IT RESOLVED** by the City Council of the City of Monroe, North Carolina:

**ARTICLE I  
DEFINITIONS**

Section 101. **Meaning of Words and Terms.** Unless otherwise required by the context, words and terms used herein which are defined in the Order shall have the meanings assigned to them therein, and the following words and terms shall have the following meanings:

“*Bond Registrar*” means Computershare Trust Company, as designated by Section 201.

“*Bond Year*” means the period commencing on March 1 of any year and ending on the last day of each February of the following year.

“*Closing*” means the delivery of and payment for the 2025 Bond.

“*Closing Date*” means the date of the Closing.

“*Default Rate*” means the then applicable rate borne by the 2025 Bond plus 4% per annum.

“*Electronic Means*” means the following communications methods: e-mail, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

“*Escrow Agent*” means Computershare Trust Company and any successor thereto, as designated pursuant to the Escrow Agreement.

“*Escrow Agreement*” means the Escrow Agreement dated as of December 16, 2025, between the City and the Escrow Agent, relating to the refunding of the Refunded 2016 Bonds.

“*Escrow Fund*” means the fund created and so designated by the Escrow Agreement.

“*Interest Payment Date*” means March 1 or September 1, as the case may be, beginning March 1, 2026.

“*Issuance, Sale and Closing Certificate*” means the certificate of the City Manager or the Finance Director filed pursuant to this Series Resolution with the Trustee at Closing setting forth certain details of the 2025 Bond and other terms and provisions relating to the sale and issuance of the 2025 Bond as provided for herein together with such other details, terms and provisions as the City Manager or the Finance Director may determine in order to effect and facilitate the Closing.

“*Refunded 2016 Bonds*” means the City’s outstanding Combined Enterprise System Revenue Refunding Bonds, Series 2016 maturing on and after March 1, 2027.

“*Regular Record Date*” means the 15<sup>th</sup> day of the month preceding any Interest Payment Date, whether or not a Business Day.

“*Sinking Fund Requirement*” means, with respect to the 2025 Bond and for any Bond Year, the principal amount fixed or computed for retirement by purchase or redemption on or prior to March 1.

The Sinking Fund Requirements for the 2025 Bond are the respective principal amounts of the 2025 Bond set for retirement on each March 1 as set forth in Section 301(d).

If during any Bond Year, the total principal amount of the 2025 Bond retired by purchase or redemption under the provisions of this Series Resolution is greater than the amount of the Sinking Fund Requirement for the 2025 Bond, the subsequent Sinking Fund Requirements for the 2025 Bond is to be reduced in such amount aggregating the amount of such excess as is specified in an Officer’s Certificate filed with the Trustee before the next ensuing February 15.

“*Taxable Date*” means mean the first date upon which interest on the 2025 Bond is included in the gross income of the Owner thereof for federal income tax purposes as a result of a Taxable Event.

“*Taxable Event*” means the occurrence after the Closing Date of a final decree or judgment of any Federal court or a final action by the Internal Revenue Service determining that interest paid or payable on all or a portion of the 2025 Bond is or was includable in the gross income of the Owner of the 2025 Bond for federal income tax purposes; provided, that no such decree, judgment or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the Owner of the 2025 Bond and until the conclusion of any appellate review, if sought; and provided, further, that such Taxable Event is caused by the failure of the City to comply with any covenants or any document or certificate executed by the City in connection with the transactions contemplated by this Series Resolution which has the effect of causing the interest on the 2025 Bond to be includable in the gross income of the Owner of the 2025 Bond for federal income tax purposes and in no case by a change in law that causes the interest on the 2025 Bond to be includable in the gross income of the Owner of the 2025 Bond for federal income tax purposes.

“*2025 Bond*” means the City of Monroe, North Carolina Combined Enterprise System Revenue Refunding Bond, Series 2025.

“*2025 Bond Purchaser*” means Regions Capital Advantage, Inc., as the purchaser and the initial Owner of the 2025 Bond, or its successors and assigns.

“2025 Costs of Issuance Account” means the account with the Construction Fund created and so designated by Section 401.

“2025 Subaccount of the Interest Account” means the subaccount created and so designated by Section 401.

“2025 Subaccount of the Redemption Account” means the subaccount created and so designated by Section 401.

“2025 Subaccount of the Sinking Fund Account” means the subaccount created and so designated by Section 401.

Section 102. **Rules of Construction.** Words of the masculine gender include correlative words of the feminine and neuter genders. Unless the context otherwise indicates, words used herein include the plural as well as the singular number.

References herein to particular articles or sections are references to articles or sections of this Series Resolution unless some other reference is indicated.

## ARTICLE II AUTHORIZATION, FORM, ISSUANCE, DELIVERY AND REGISTRATION OF THE 2025 BOND

Section 201. **Authorization and Purposes of the 2025 Bond.**

(a) The City is hereby authorized to issue its \$11,416,000 City of Monroe Combined Enterprise System Revenue Refunding Bond, Series 2025 to refinance the Refunded 2016 Bonds and to pay certain costs and expenses incidental thereto.

(b) Computershare Trust Company, is hereby confirmed as Trustee under the Order. Computershare Trust Company, is hereby appointed Bond Registrar for the 2025 Bond under this Series Resolution.

Section 202. **Form of the 2025 Bond.** The definitive 2025 Bond is issuable in fully registered form in the principal amount thereof and shall be lettered “R-1.” The definitive 2025 Bond shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by this Series Resolution.

Section 203. **Details of the 2025 Bond.** The Series 2025 Bond shall be dated the date of its delivery, shall bear interest until their payment at an interest rate of 3.34% per annum (calculated on the basis of a 360-day year consisting of twelve 30-day months), such interest to the maturity thereof being payable on March 1, 2026, and semiannually thereafter on each subsequent Interest Payment Date, as hereinafter provided.

The principal of, premium, if any, and interest on the 2025 Bond is payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. The 2025 Bond will bear interest until its principal sum has been paid. The 2025 Bond will bear interest (1) from the date of its initial issuance, if authenticated prior to the first Interest Payment Date, or (2) otherwise from the Interest Payment Date that is, or that

immediately precedes, the date on which the 2025 Bond is authenticated (unless payment of interest is in default, in which case the 2025 Bond will bear interest from the date to which interest has been paid).

The 2025 Bond is payable at the designated corporate trust office of the Bond Registrar without the need for presentation and surrender of the 2025 Bond; provided however, the Owner agrees to surrender the 2025 Bond at the designated office of the Bond Registrar on or within a reasonable time after maturity or final payment (whether by redemption or otherwise); provided further, however, if the 2025 Bond is lost, the Owner of the 2025 Bond will file with Bond Registrar evidence satisfactory to it of the destruction, loss or theft of the 2025 Bond and of the Owner's ownership thereof. Interest on the 2025 Bond will be paid by the Bond Registrar by check or draft mailed on the Interest Payment Date to each Owner as its name and address appear on the registration books kept by the Bond Registrar at the close of business on the Regular Record Date. At the written request of an Owner, principal and interest may be payable by wire transfer at the address specified in writing by such Owner to the Bond Registrar by the Regular Record Date. A late payment charge of 5% of the total payment due will be applied to the City if payment is not received within 10 days of the applicable payment date.

Notwithstanding the provisions of this Section, from and after the occurrence of an Event of Default (as defined in the Order) until such time as such Event of Default has been remedied or otherwise waived by the Owner, all amounts due on the 2025 Bond shall bear interest at the Default Rate.

Section 204. ***Issuance of the 2025 Bond; Application of Proceeds.***

(a) The principal amount of the 2025 Bond shall be in the amount set forth in Section 201. The 2025 Bond shall mature (subject to redemption as hereinafter set forth) on March 1, 2033.

(b) The 2025 Bond shall be executed substantially in the form and in the manner herein set forth and shall be deposited with the Bond Registrar for authentication, but before the 2025 Bond shall be authenticated and delivered by the Bond Registrar, there shall be filed with the Trustee the following:

(i) a copy, certified by the City Clerk, of the Order, this Series Resolution and the Escrow Agreement;

(ii) a copy, certified by the Secretary or any Deputy Secretary of the Local Government Commission, of the order and resolutions of the Local Government Commission approving the issuance of and awarding the 2025 Bond;

(iii) an opinion of the City Attorney to the effect that (1) this Series Resolution, the Order and the Escrow Agreement have each been duly and validly adopted and are each valid and binding on the City in accordance with their terms, (2) no provision of the Order, this Series Resolution or the Escrow Agreement results in or constitutes a default under any agreement, indenture or other instrument to which the City is a party or by which the City may be bound, and of which the City has knowledge, (3) the City's adoption of the Order, this Series Resolution and the Escrow Agreement and execution and issuance of the 2025 Bond is not subject to any authorization, consent, approval or review of any governmental body, public officer or regulatory authority not theretofore obtained or effected, and (4) the form, terms, execution, issuance and delivery of the 2025 Bond has been duly and validly authorized by the City;

(iv) evidence of compliance with the appropriate provisions of Section 716 of the Order with respect to incurring Parity Indebtedness; and

(v) an opinion of nationally recognized bond counsel to the effect that (1) the 2025 Bond has been validly issued in accordance with the provisions of the Order and this Series Resolution and (2) interest on the 2025 Bond is (A) excluded from gross income of the Owner thereof for federal income tax purposes and (B) exempt from present income taxation in the State.

(c) When the documents mentioned in subsections (i) to (iv), inclusive, of subsection (b) have been filed with the Trustee, and when the 2025 Bond has been executed and authenticated as required by this Series Resolution, the 2025 Bond shall be delivered to or on the order of the State Treasurer for redelivery to or on the order of the 2025 Bond Purchaser, but only on the deposit with the Trustee of the purchase price of the 2025 Bond. The Trustee shall be entitled to rely on the resolutions mentioned in subsections (b)(i) and (ii) of this Section as to all matters stated therein.

(d) Simultaneously with the Closing and the deposit of the net proceeds of the 2025 Bond with the Trustee, the Trustee shall apply, or cause to be applied, the net proceeds (including any original issue premium or discount) in such amounts and accounts (including the Escrow Fund) as identified in the Issuance, Sale and Closing Certificate to be used on the Closing Date.

Section 205. ***Restrictions on Transfer.*** The 2025 Bond will be non-transferable, except to (1) a bank, insurance company, or similar financial institution, (2) any direct or indirect wholly-owned subsidiary of an Owner of the 2025 Bond (an “*Owner Affiliate*”), provided such Owner Affiliate agrees to transfer the 2025 Bond to a permitted transferee under this paragraph before it ceases to be an Owner Affiliate if at the time it ceases to be an Owner Affiliate it would not qualify as a permitted transferee under this paragraph, (3) or any other entity approved by the Local Government Commission. In connection with any such transfer, the Owner of the 2025 Bond shall notify the Trustee that the transfer is permitted pursuant to this Section 205. The Trustee and the Bond Registrar may require an opinion of counsel to the Owner that such transfer is permitted pursuant to this Section 205. The Trustee and the Bond Registrar shall be fully protected in relying on such notification and/or opinion delivered to it in accordance herewith. The Trustee and the Bond Registrar will have no obligation to pay any amounts due on the 2025 Bond to anyone other than the Owner of the 2025 Bond as shown on the registration books kept by the Bond Registrar.

### **ARTICLE III REDEMPTION OF THE 2025 BOND**

Section 301. ***Redemption of the 2025 Bond.*** (a) The 2025 Bond is subject to prior redemption as provided in this Article III and in Article III of the Order.

(b) ***Optional Redemption in Whole.*** Beginning on and after March 1, 2030, the 2025 Bond is subject to redemption at the option of the City in whole on any Business Day, from any funds that may be available for such purpose at a redemption price equal to 100% of the outstanding principal amount of the 2025 Bond plus interest accrued to the redemption date.

(c) ***Optional Redemption in Part.*** Beginning on and after March 1, 2030, the 2025 Bond is subject to redemption at the option of the City in part on any Interest Payment Date, from any funds that may be available for such purpose at a redemption price equal to 100% of the outstanding principal amount of the 2025 Bond plus interest accrued to the redemption date. Any redemption of the 2025 Bond in part shall be applied in the inverse order of maturities.

(d) ***Mandatory Sinking Fund Redemption.*** The 2025 Bond is subject to mandatory sinking fund redemption from moneys deposited to the credit of the 2025 Subaccount of the Sinking Fund

Account in an amount equal to the following Sinking Fund Requirement, at a redemption price equal to 100% of the principal amount of the 2025 Bond to be so redeemed plus interest accrued to the redemption date, in the amounts and on the dates as follows:

<b>REDEMPTION DATE (MARCH 1)</b>	<b>PRINCIPAL AMOUNT</b>	<b>REDEMPTION DATE (MARCH 1)</b>	<b>PRINCIPAL AMOUNT</b>
2027	\$1,475,000	2031	\$1,684,000
2028	1,526,000	2032	1,736,000
2029	1,574,000	2033*	1,796,000
2030	1,625,000		

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\*Maturity

The Bond Registrar will pay the mandatory redemption amounts as provided above to the Owner of the 2025 Bond without the need for prior redemption notification.

Section 302. ***Reserved.***

Section 303. ***Redemption Notice for the 2025 Bond.*** Notice of redemption under Sections 301(b) and (c) will be given by the Bond Registrar not less than five Business Days before the redemption date (1) to the Local Government Commission by certified mail or Electronic Means, and (2) by registered or certified mail to the then-registered Owner of the 2025 Bond to be redeemed at the last address shown on the registration books kept by the Bond Registrar (or by such other means, including Electronic Means, as may be permitted by the Owner). Failure to provide such notice to the Local Government Commission will not affect the validity of any proceedings for such redemption.

Notwithstanding the foregoing, (1) if notice is given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption and (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of the 2025 Bond or portions thereof with respect to which notice was correctly given.

Each such notice shall set forth the amount of the redemption, the date fixed for redemption, the Redemption Price to be paid and the place or places where amounts due on such redemption must be payable.

Any notice of redemption, except a notice of redemption in respect of a Sinking Fund Requirement, may state that the redemption to be effected is conditioned on the receipt by the Trustee or Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on the 2025 Bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and the 2025 Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest on the 2025 Bond is not received by the Trustee or Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

**ARTICLE IV**  
**ACCOUNTS, SUBACCOUNTS, REVENUES AND FUNDS**

Section 401. ***Establishment of Subaccounts and Account.*** The following Subaccounts and Account are hereby established:

- (a) 2025 Costs of Issuance Account of the Construction Fund;
- (b) 2025 Subaccount of the Interest Account;
- (c) 2025 Subaccount of the Redemption Account; and
- (d) 2025 Subaccount of the Sinking Fund Account.

The subaccounts mentioned above shall be established with and held by the Trustee pursuant to the Order and this Series Resolution.

Section 402. ***Revenues Received by the City.*** The City shall, subject to the provisions of the Order, deposit or cause to be deposited, from Net Revenues held in the Revenue Fund, with the Trustee the following amounts, and the Trustee shall apply such amounts to the various Accounts and subaccounts specified herein in the following manner and order:

(a) on or before the 25th day of the month preceding each March 1 and September 1, commencing March 1, 2026, into the 2025 Subaccount of the Interest Account, the amount that shall be sufficient to make a full and timely payment of the interest payable on the 2025 Bond, on the next ensuing Interest Payment Date;

(b) on or before the 25th day of the month preceding each March 1, commencing March 1, 2027 into the 2025 Subaccount of the Sinking Fund Account, the amount that is required to be called by mandatory redemption or to be paid at maturity on the next ensuing March 1, in accordance with the Sinking Fund Requirement therefor.

In the month following a month in which the City shall have failed to make any deposit required by this Section 402, the City shall deposit, in addition to the amounts then due, but only from Net Revenues, an amount sufficient to cure any deficiency in deposit unless such deficiency shall have been cured.

Section 403. ***Application of Money in the 2025 Subaccount of the Sinking Fund Account and the 2025 Subaccount of the Interest Account.*** Money held in the 2025 Subaccount of the Sinking Fund Account shall be applied during each Bond Year to the retirement of the 2025 Bond then Outstanding as follows: the Trustee shall redeem on each redemption date the principal amount of the 2025 Bond equal to the aggregate Sinking Fund Requirement for the 2025 Bond then subject to redemption. If the amount available in the 2025 Subaccount of the Sinking Fund Account on such redemption date is not equal to the Sinking Fund Requirement for the 2025 Bond, the Trustee shall apply the amount available in the 2025 Subaccount of the Sinking Fund Account to the redemption of the 2025 Bond then subject to redemption so as to exhaust, to the extent practicable, the amount available. On each redemption date, the Trustee shall withdraw from the 2025 Subaccount of the Sinking Fund Account the amount required to pay the Redemption Price of the 2025 Bond subject to redemption. The amount of interest on the 2025 Bond subject to redemption shall be paid from the 2025 Subaccount of the Interest Account. If such date is the stated maturity date of the 2025 Bond, the Trustee shall on such maturity withdraw the amount required for paying the principal of the 2025 Bond when due and payable.

If on any date there is money in the 2025 Subaccount of the Sinking Fund Account and the 2025 Bond is no longer Outstanding or if on any payment date money remains therein after the mandatory redemption of the 2025 Bond in accordance with the Sinking Fund Requirement therefor, the Trustee shall withdraw such money therefrom and shall apply the same as follows and in the following order: (a) deposit in the 2025 Subaccount of the Interest Account, the amounts, if any, required to be paid thereto in such month and (b) deposit all remaining amounts to the Revenue Fund.

Section 404. ***Application of Money in the 2025 Subaccount of the Redemption Account.*** The Trustee shall apply money in the 2025 Subaccount of the Redemption Account to the redemption of the 2025 Bond in accordance with the written instructions of the City.

The expenses incurred by the Trustee in connection with the purchase or redemption of any such 2025 Bond shall be paid by the City from moneys in the Revenue Fund or from any other available moneys.

Section 405. ***Application of Money in the 2025 Costs of Issuance Account.*** Money held in the 2025 Costs of Issuance Account shall be applied to pay the costs of issuance of the 2025 Bond on the filing from time to time with the Trustee of a requisition signed by an Authorized Officer in the form attached hereto as Exhibit B or such other form acceptable to the Trustee.

Section 406. ***Investment of Money.*** Money held for the credit of all Accounts and subaccounts established hereunder on deposit with the Trustee shall be continuously invested and reinvested by the Trustee in Investment Obligations to the extent practicable. Any such Investment Obligations shall mature not later than the respective dates when the money held for the credit of such subaccounts will be required for the purposes intended. No Investment Obligations in any such subaccount may mature beyond the final maturity date of the 2025 Bond Outstanding at the time such Investment Obligations are deposited.

Investment Obligations acquired with money in or credited to any Account or subaccount established hereunder shall be deemed at all times to be part of such Account or subaccount. Any loss realized on the disposition or maturity of such Investment Obligations shall be charged against such Account or subaccount. The interest accruing on any such Investment Obligations and any profit realized on the disposition or maturity of such Investment Obligations shall be credited to such Accounts or subaccounts as follows:

ACCOUNTS OR SUBACCOUNTS	CREDITED TO
2025 Costs of Issuance Account of the Construction Fund	2025 Costs of Issuance Account of the Construction Fund
2025 Subaccounts of the Interest Account and the Sinking Fund Account	2025 Subaccount of the Interest Account
All other Accounts and subaccounts	Revenue Fund

Any such interest accruing and any such profit realized shall be transferred on the receipt thereof by the City or the Trustee, as the case may be, pursuant to the provisions of the Order and this Series Resolution.

An Authorized Officer shall give to the Trustee written directions respecting the investment of any money required to be invested hereunder, subject, however, to the provisions of this Section 406, and the Trustee shall then invest such money as so directed. The Trustee may request in writing additional direction or authorization from the Authorized Officer with respect to the proposed investment of money.

On receipt of such directions, the Trustee shall invest, subject to the provisions of this Section 406, such money in accordance with such directions.

The Trustee shall, acting in a commercially reasonable manner, sell at the best price obtainable or reduce to cash a sufficient amount of such Investment Obligations whenever it is necessary to do so in order to provide money to make any payment from any such subaccount.

Whenever a transfer of money between two or more of the subaccounts is permitted or required, such transfer may be made as a whole or value determined at the time of such transfer in accordance with Article VI of the Order, provided that the Investment Obligations transferred are those in which money of the receiving subaccount could be invested at the date of such transfer.

Section 407. ***Payment of Principal, Interest and Premium and Pledge of Net Revenues.*** The City covenants that it will promptly pay the principal of and the interest on the 2025 Bond issued under the provisions of this Series Resolution at the places, on the dates and in the manner provided herein, and any premium required for the retirement of said 2025 Bond by purchase or redemption, according to the true intent and meaning thereof. The City further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this Series Resolution and the Order, or in the 2025 Bond executed, authenticated and delivered hereunder or in any proceedings of the City pertaining thereto. The City represents and covenants that it is duly authorized under the Constitution and laws of the State to issue the 2025 Bond and to pledge the Net Revenues in the manner and to the extent herein and in the Order and the Series Resolution set forth; that all action on its part for the issuance of the 2025 Bond has been duly and effectively taken; that the 2025 Bond in the hands of the Owner thereof is and will be a valid and binding special obligation of the City payable according to its terms.

Section 408. ***Tax Covenant.*** (a) The City covenants that it will not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the exclusion of interest paid on the 2025 Bond from gross income of the Owner thereof for federal income tax purposes.

(b) In the event of a Taxable Event with respect to the 2025 Bond, the interest rate payable on the 2025 Bond, from and after the Taxable Date, shall be adjusted to preserve the Owner's after-tax economic yield with respect to the interest on the 2025 Bond, taking into account any interest expense deductions lost by the Owner plus an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the occurrence of a Taxable Event with respect to the 2025 Bond. In the event of a Taxable Event, the Owner shall promptly provide the City and the Trustee with prior written notice of the interest rate to be applied to the 2025 Bond and the methodology of determining such interest rate.

## **ARTICLE V THE TRUSTEE**

Section 501. ***Confirmation of Duties by Trustee.*** The Trustee shall confirm its acceptance of the duties and obligations imposed on it by this Series Resolution by delivery to the City of its written confirmation thereof.

## **ARTICLE VI SUPPLEMENTAL SERIES RESOLUTION**

Section 601. ***Modification of Series Resolution.*** This Series Resolution and the rights and obligations of the City and the Owner may be modified or amended at the same times, in the same manner and for the same purposes as the Order, but if the modification or amendment affects only the 2025 Bond,

the percentage to be applied under Section 1102 of the Order will be applied only to the Outstanding 2025 Bond. The City will provide a copy of any amendment entered into under the terms hereof to the Local Government Commission.

Before the City and the Trustee enter into any supplemental series resolution pursuant to this Section, there must have been delivered to the Trustee and the City an opinion of nationally recognized bond counsel stating that such supplemental series resolution is authorized or permitted by this Series Resolution, complies with the terms hereof, will, upon the execution and delivery thereof, be valid and binding upon the City in accordance with its terms and will not adversely affect the exclusion from the gross income of the recipients thereof of interest on the 2025 Bond for federal income tax purposes.

## **ARTICLE VII DEFEASANCE**

Section 701. *Release of Series Resolution.* When

(a) the 2025 Bond secured hereby has become due and payable in accordance with its terms or otherwise as provided in this Series Resolution, and the whole amount of the principal and the interest and premium, if any, so due and payable on the 2025 Bond is paid, and

(b) if the 2025 Bond has not become due and payable in accordance with its terms, the Trustee or the Bond Registrar shall hold, sufficient (i) money or (ii) Defeasance Obligations or a combination of (i) and (ii) of this clause (b), the principal of and the interest on which, when due and payable, will provide sufficient money to pay the principal of, and the interest and redemption premium, if any, on the 2025 Bond then Outstanding to the maturity date of the 2025 Bond or to the date or dates specified for the redemption thereof, as verified by an independent certified public accountant or other nationally recognized arbitrage rebate consultant acceptable to the Trustee, and

(c) if the 2025 Bond is to be called for redemption, irrevocable instructions to call the 2025 Bond for redemption have been given by the City to the Trustee, and

(d) sufficient funds have also been provided or provision made for paying all other obligations payable hereunder by the City,

then and in that case the right, title and interest of the Trustee in the Funds, Accounts and subaccounts mentioned in this Series Resolution shall then cease, determine and become void and, on being furnished with an opinion, in form and substance satisfactory to the Trustee, of counsel approved by the Trustee, to the effect that all conditions precedent to the release of this Series Resolution have been satisfied, the City shall repeal and cancel this Series Resolution and shall execute such documents to evidence such cancellation as may be required by such counsel and the Trustee shall turn over to the City any surplus in, and all balances remaining in, all Funds, Accounts and subaccounts other than money held for the redemption or payment of the 2025 Bond. Otherwise, this Series Resolution shall be, continue and remain in full force and effect; provided, that, in the event Defeasance Obligations shall be deposited with and held by the Trustee or the Bond Registrar as hereinabove provided, (i) in addition to the requirements set forth in Article III, the Trustee, within 30 days after such Defeasance Obligations shall have been deposited with it, shall cause a notice signed by the Trustee to be mailed, postage prepaid (or as long as the 2025 Bond is in book-entry form, in such other manner as may be permitted under the rules and procedures of the Owner), to the Owner of the 2025 Bond, setting forth (a) the date or dates, if any, designated for the redemption of the 2025 Bond, (b) a description of the Defeasance Obligations so held by it, and (c) that this Series Resolution has been repealed and canceled in accordance with the provisions

of this Section, and (ii) (a) the Trustee shall nevertheless retain such rights, powers and privileges under the Order and this Series Resolution as may be necessary and convenient in respect of the 2025 Bond for the payment of the principal, interest and any premium for which such Defeasance Obligations have been deposited and (b) the Bond Registrar shall retain such rights, powers and privileges under the Order and this Series Resolution as may be necessary and convenient for the registration, transfer and exchange of the 2025 Bond; provided, however, that failure to mail such notice to any Owner or any defect in such notice so mailed shall not affect the validity of the proceedings for the repeal and cancellation of this Series Resolution. The 2025 Bond meeting the requirements of this section may be considered defeased and no longer Outstanding under the Order and this Series Resolution.

All money and Defeasance Obligations held by the Trustee (or the Bond Registrar) pursuant to this Section shall be held in trust and applied to the payment, when due, of the obligations payable therewith.

## **ARTICLE VIII MISCELLANEOUS PROVISIONS**

Section 801. ***Governing Law.*** This Series Resolution is adopted with the intent that the laws of the State govern its construction.

Section 802. ***Headings.*** Any heading preceding the text of the several articles or sections hereof, and any table of contents or marginal notes appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Series Resolution nor affect its meaning, construction or effect.

Section 803. ***Findings Required by the Local Government Commission.*** The City Council hereby finds and determines:

- (a) the issuance of the 2025 Bond is necessary or expedient because the City expects that the refunding of the Refunded 2016 Bonds will produce net debt service savings, will not have a maturity date later than the final maturity date of the Refunded 2016 Bonds and will produce approximate level annual debt service savings to the City;
- (b) the proposed amount of the 2025 Bond is adequate and is not excessive, because the City expects such amount when added to other moneys available for such purpose, to be sufficient to refund the Refunded 2016 Bonds and pay related costs of issuance;
- (c) the City's combined enterprise system as now constituted is feasible because the City expects that the refunding of the Refunded 2016 Bonds will produce net debt service savings, will not have a maturity date later than the final maturity date of the Refunded 2016 Bonds and will produce approximate level annual debt service savings to the City;
- (d) the City's debt management procedures and policies are good because the City has not defaulted on any debt obligations in the preceding ten years, has timely filed its most recent audited financial statements with the Local Government Commission in accordance with the current Local

Government Commission requirements and is not on the Unit Assistance List issued by the Department of State Treasurer; and

- (e) the 2025 Bond can be marketed at a reasonable rates of interest because the City expects that the Secretary of the Local Government Commission can determine that the interest rate assumptions used for financial analysis filed with the City's application are consistent with the interest rates realized in actual sales of comparable revenue bonds of local governments in North Carolina that have recently been sold.

Section 804. ***Application to Local Government Commission.*** The City hereby confirms its request to the Local Government Commission to sell the 2025 Bond at private sale and without advertisement in accordance with the provisions of Section 159-123 of the General Statutes of North Carolina, as amended, at such price as the Local Government Commission determines to be in the best interest of the City and as provided in the City's application.

Section 805. ***Authorization of the Escrow Agreement.*** The City hereby authorizes that the form and content of the Escrow Agreement, including the exhibits thereto, is in all respects approved and confirmed, and the officers of the City and the agents and employees of the City are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the Escrow Agreement for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all such changes, modifications, additions or deletions therein. From and after the execution and delivery of the Escrow Agreement, the officers of the City, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Escrow Agreement as executed. The Trustee is hereby appointed as Escrow Agent under the Escrow Agreement.

Section 806. ***Authorization for Other Acts.*** (a) The officers of the City and the agents and employees of the City and the officers and agents of the Trustee are hereby authorized and directed to do all acts and things required of them by the provisions of the 2025 Bond, the Order and the Escrow Agreement for the full, punctual and complete performance of the terms, covenants, provisions and agreements of the same and also to do all acts and things required of them by the provisions of this Series Resolution. The Mayor, the City Manager, the Assistant City Manager, the Finance Director and the City Clerk, and any of them, or their deputies, are further authorized and directed (without limitation except as may be expressly set forth herein) to take such action and to execute and deliver any such documents, deeds, certificates, undertakings, agreements or other instruments as they, with the advice of counsel, may deem necessary and appropriate to effect the transactions contemplated by the Order and this Series Resolution.

(c) From the adoption of this Series Resolution until the date of the first issuance of the 2025 Bond hereunder, the City Manager or the Finance Director are hereby authorized, empowered and directed to make any changes, modifications, additions or deletions to this Resolution as to them seem necessary, desirable or appropriate to implement the intent of this Resolution. Such changes, modifications, additions or deletions to this Resolution shall be set forth in the Issuance, Sale and Closing Certificate on the date of issuance of the 2025 Bond hereunder. Such execution of Issuance, Sale and Closing Certificate constitutes conclusive evidence of the City Council's approval thereof.

Section 807. **Notices.** All notices, demands and requests to be given to or made under this Series Resolution by the City, the Local Government Commission, the Trustee or the Bond Registrar shall be given or made in writing or Electronic Means and shall be deemed to be properly given or made if sent by United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

(a) As to the City —

City of Monroe  
P.O. Box 69  
Monroe, North Carolina 28111  
Attention: City Manager

(b) As to the Trustee or Bond Registrar —

Computershare Trust Company  
1505 Energy Park Drive  
St. Paul, Minnesota 55108  
Attention: Corporate Trust

(c) As to the Local Government Commission —

North Carolina Local Government Commission  
3200 Atlantic Avenue  
Raleigh, North Carolina 27604  
Attention: Secretary

The City, the Trustee and the Owner, may, by written notice, designate any further or different addresses to which subsequent notices, certificates or other communications will be sent.

The Trustee shall have the right to accept and act upon instructions or directions, including funds transfer instructions, pursuant to this Series Indenture sent by Electronic Means; provided, however, that the City shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions (“*Authorized Officers*”), which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the City elects to give the Trustee instructions via Electronic Means and the Trustee in its discretion elects to act upon such instructions, the Trustee’s understanding of such instructions shall be deemed controlling. The City agrees that the Trustee cannot determine the identity of the actual sender of such instructions and that the Trustee shall conclusively presume that instructions that purport to have been sent by an Authorized Officer listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Officer. The City shall be responsible for ensuring that only Authorized Officers transmit such instructions to the Trustee, and the City and the Authorized Officers are responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and authentication keys provided by the Trustee. The Trustee shall not be liable for any losses, costs, or expenses arising directly or indirectly from the Trustee’s reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The City agrees (i) to assume all risks arising out of the use of such Electronic Means to submit instructions and direction to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions and the risk of interception and misuse by third parties; (ii) that it is fully informed of the protections and risks associated with the various methods of transmitting instructions to the Trustee and that there may be more secure methods of transmitting instructions than the method(s) selected by the City; (iii) that the security procedures (if any)

to be followed in connection with its transmission of instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iv) that it will notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

Section 808. ***Payment of Indebtedness from Revenues.*** As permitted by Section 504 of the Order, the City may pay from amounts withdrawn from the Revenue Fund the debt service, when due, on any Indebtedness and any installment or lease purchase contract not already required to be paid under Section 504 of the Order, prior to the deposits required by subsections (d) and (e) of Section 504 of the Order, but only after the making of the deposits required by subsections (a), (b) and (c) of Section 504 of the Order.

Section 809. ***Execution in Counterparts; Electronic Signatures.*** This Series Resolution may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Series Resolution delivered by facsimile, email, or other Electronic Means will be deemed to have the same legal effect as delivery of a manual signed copy of this Series Indenture. This Series Indenture and related documents may be sent and stored by Electronic Means.

Section 810. ***Financial Information to the Owner.*** The City will furnish to the Owner of the 2025 Bond current audited financial statements in reasonable detail, with supporting schedules (the “*Audit*”), as soon as practicable after the City’s acceptance thereof and in any case within 210 days after the end of each Fiscal Year; provided, however, that the requirement to provide the Audit to the Owner will be satisfied if and to the extent such information is publicly available on the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access system, or its successor, or the City’s website. In the event that the Audit is not available within 210 days of the end of a Fiscal Year, the City will furnish unaudited financial statements to the Owner of the 2025 Bond in the manner described in this paragraph within such period, and will then supply the Audit immediately upon the availability thereof. Upon request, the City will furnish to the Owner of the 2025 Bond such other financial information as the Owner of the 2025 Bond may reasonably request.

Section 811. ***USA Patriot Act.*** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity, the Trustee asks for documentation to verify its formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation. The City represents and warrants to the 2025 Bond Purchaser that neither it nor any of its principals, shareholders, members, partners, or Affiliates, as applicable, is a Person named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of any such person. The City further represents and warrants to the 2025 Bond Purchaser that the City and its principals, shareholders, members, partners, or Affiliates, as applicable, are not directly or indirectly, engaged in, nor facilitating, the transactions contemplated by this transaction on behalf of any Person named as a Specially Designated National and Blocked Person.

Section 812. ***Waiver of Jury Trial.*** To the extent permitted by applicable law, the City irrevocably and voluntarily waives any right it may have to a trial by jury with respect to any controversy or claim between the City and the 2025 Bond Purchaser or the Owner, whether arising in contract or tort or by statute, including but not limited to any controversy or claim that arises or relates to the 2025 Bond or any document executed and delivered in connection therewith. As of the date of the execution of this

Series Resolution any provision in a contract requiring a party to the contract to waive its right to a jury trial is unenforceable pursuant to Section 22B-10 of the General Statutes of North Carolina, as amended. Nothing herein shall be interpreted to limit the rights of the Trustee in enforcing any rights under the Bond Order or this Series Resolution.

Section 813. ***Role of 2025 Bond Purchaser.*** The City acknowledges and agrees that the 2025 Bond Purchaser and its representatives are not registered municipal advisors and do not provide advice to municipal entities or obligated persons with respect to municipal financial products or the issuance of municipal securities (including regarding the structure, timing, terms and similar matters concerning municipal financial products or municipal securities issuances) or engage in the solicitation of municipal entities or obligated persons for the provision by non-affiliated persons of municipal advisory services and/or investment advisory services. With respect to the 2025 Bond and any other information, materials or communications provided by the 2025 Bond Purchaser: (a) the 2025 Bond Purchaser and its representatives are not recommending an action to any municipal entity or obligated person; (b) the 2025 Bond Purchaser and its representatives are not acting as an advisor to any municipal entity or obligated person and do not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to any municipal entity or obligated person with respect to such 2025 Bond or any other information, materials or communications; (c) the 2025 Bond Purchaser and its representatives are acting for their own interests; and (d) the City has been informed that the City should discuss the terms of the 2025 Bond and any such other information, materials or communications with any and all internal and external advisors and experts that City deems appropriate before adopting this Series Resolution or issuing the 2025 Bond or any such other information, materials or communications.

Section 814. ***Privately Negotiated Loan.*** The City acknowledges and agrees that the City is purchasing the 2025 Bond as evidence of a privately negotiated loan and in that connection the 2025 Bond shall not be (a) assigned a separate rating by any municipal securities rating agency, (b) registered with The Depository Trust Company or any other securities depository, (c) issued pursuant to any type of offering document or official statement or (d) assigned a CUSIP number.

Section 815. ***Series Resolution Effective.*** This Series Resolution is effective on the Closing, except that the provisions of Sections 803, 804, 805 and 806 are effective immediately.

**EXHIBIT A**

**FORM OF 2025 BOND**

**THIS BOND, EXCEPT FOR PERMITTED TRANSFERS, IS NON-TRANSFERABLE**

**CITY OF MONROE, NORTH CAROLINA  
COMBINED ENTERPRISE SYSTEM REVENUE REFUNDING BOND  
SERIES 2025**

**No. R-1**

**\$11,416,000**

<b>INTEREST RATE</b>	<b>DATED DATE</b>	<b>MATURITY DATE</b>
<b>3.34%</b>	<b>December 16, 2025</b>	<b>March 1, 2033</b>

**REGISTERED OWNER: REGIONS CAPITAL ADVANTAGE, INC.**

**PRINCIPAL AMOUNT: ELEVEN MILLION FOUR HUNDRED SIXTEEN THOUSAND DOLLARS**

THE CITY OF MONROE, NORTH CAROLINA (the “City”), a municipal corporation of the State of North Carolina, for value received, hereby promises to pay, solely from the sources and in the manner hereinafter provided, to the registered owner hereof named above, on the maturity date set forth above (or earlier as hereinafter referred to), at the designated corporate trust office of the Bond Registrar (the “*Bond Registrar*”), which is currently Computershare Trust Company, Minneapolis, Minnesota, the principal sum set forth above. The City also promises to pay, solely from said sources, interest thereon (1) from the date of initial issuance, if authenticated prior to the first Interest Payment Date (as defined in the Series Resolution hereinafter mentioned), or (2) otherwise from the Interest Payment Date that is, or that immediately precedes, the date on which this Bond is authenticated (unless payment of interest is in default, in which case such Bond will bear interest from the date to which interest has been paid), payable on March 1, 2026 and semi-annually thereafter on March 1 and September 1 of each year at the rate per annum set forth above (calculated on the basis of a 360-day year consisting of twelve 30-day months), as may be adjusted in accordance with the Series Resolution, until the principal sum hereof is paid. The interest so payable and punctually paid or duly provided for, on any Interest Payment Date, will be paid to the person in whose name this Bond is registered at the close of business on the Regular Record Date (as defined in the Series Resolution) for such interest, which shall be the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the Owner (as defined in the Order hereinafter mentioned) on such Regular Record Date, and may be paid to the person in whose name this Bond is registered at the close of business on a Special Record Date (as defined in the Order) for the payment of such defaulted interest to be fixed by the Trustee hereinafter mentioned, notice whereof being given to the Owner not less than 10 days prior to such Special Record Date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the Bonds of this Series may be listed and on such notice as may be required by such exchange, or as more fully provided in the Order. The principal of, premium, if any, and interest on this Bond is payable in any lawful coin or currency of the United States of America which on the respective dates of payment thereof is legal tender for the payment of public and private debts. This Bond is payable at the designated corporate trust office of the Bond Registrar without the need for presentation and surrender of this Bond; provided, however, the Owner agrees to surrender this Bond at the designated office of the Bond Registrar on or within a reasonable time after maturity or final payment (whether by redemption or otherwise); provided, however, if such Bond is lost, the Owner of such Bond will file with Bond Registrar evidence satisfactory to it of the destruction, loss or theft of such Bond and of the Owner’s ownership

thereof. Interest on this Bond will be paid by the Bond Registrar by check or draft mailed on the Interest Payment Date to the Owner as its name and address appear on the registration books kept by the Bond Registrar at the close of business on the Regular Record Date. At the written request of an Owner, principal and interest may be payable by wire transfer at the address specified in writing by such Owner to the Bond Registrar by the Regular Record Date.

This Bond is one of a duly authorized series of revenue bonds of the City, designated “City of Monroe Combined Enterprise System Revenue Refunding Bond, Series 2025” (the “*Bond*”), issued under and pursuant to the Constitution and laws of the State of North Carolina, including the Act as defined in a bond order duly adopted by the City on May 3, 1994, as supplemented and amended (collectively, the “*Order*”), pursuant to which Computershare Trust Company, Minneapolis, Minnesota, is serving as Trustee, and a series resolution (the “*Series Resolution*”) duly adopted by the City on December 9, 2025. This Bond is being issued for the purpose of providing funds for (i) refunding the City’s outstanding Combined Enterprise System Revenue Refunding Bonds, Series 2016 maturing on and after March 1, 2027 and (ii) paying certain costs and expenses incidental to the issuance of this Bond.

This Bond is a special obligation of the City secured by a pledge, charge and lien on Net Revenues, as defined in the Order. The City is not obligated to pay the principal of or the interest on this Bond except, as provided in the Order, from Net Revenues, or certain other moneys made available therefor under the Order, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof is pledged to the payment of the principal of and the interest on this Bond. The Order provides for the issuance from time to time under the conditions, limitations and restrictions therein set forth of additional revenue bonds and permits the incurrence of Parity Debt (as defined in the Order) secured pari passu as to the pledge of Net Revenues with the Bonds and other Parity Indebtedness heretofore or hereafter issued or incurred under the Order, subject to the City’s right hereafter to determine by resolution not to treat Other General Obligation Indebtedness as Parity Indebtedness.

From and after the occurrence of an Event of Default (as defined in the Order) until such time as such Event of Default has been remedied or otherwise waived by the Owner, all amounts due on this Bond shall bear interest at the Default Rate (as defined in the Series Resolution).

THIS BOND WILL BE NON-TRANSFERABLE, EXCEPT TO (1) A BANK, INSURANCE COMPANY, OR SIMILAR FINANCIAL INSTITUTION, (2) ANY DIRECT OR INDIRECT WHOLLY-OWNED SUBSIDIARY OF THE OWNER OF THIS BOND (AN “*OWNER AFFILIATE*”), PROVIDED SUCH OWNER AFFILIATE AGREES TO TRANSFER THIS BOND TO A PERMITTED TRANSFEREE UNDER THIS PARAGRAPH BEFORE IT CEASES TO BE AN OWNER AFFILIATE IF AT THE TIME IT CEASES TO BE AN OWNER AFFILIATE IT WOULD NOT QUALIFY AS A PERMITTED TRANSFEREE UNDER THIS PARAGRAPH, (3) OR ANY OTHER ENTITY APPROVED BY THE NORTH CAROLINA LOCAL GOVERNMENT COMMISSION. THE TRUSTEE AND THE BOND REGISTRAR WILL HAVE NO OBLIGATION TO PAY ANY AMOUNTS DUE ON THIS BOND TO ANYONE OTHER THAN THE OWNER OF THIS BOND AS SHOWN ON THE REGISTRATION BOOKS KEPT BY THE BOND REGISTRAR.

The Order provides for the creation of a special fund designated “City of Monroe Combined Enterprise System Bond Fund” (the “*Bond Fund*”). Pursuant to the Series Resolution, special subaccounts have been created within the Bond Fund with respect to this Bond (the “*Subaccounts*”), which Subaccounts are pledged and charged with the payment of the principal of and the interest on all Bonds issued pursuant to the provisions of the Series Resolution. The Series Resolution also provides for the deposit of Net Revenues to the credit of the Subaccounts to the extent and in the manner provided in the Order.

In certain events, the City will be authorized to deliver a replacement Bond in the form of fully-registered certificates in exchange for the outstanding Bond as provided in the Series Resolution.

At the principal corporate trust office of the Bond Registrar, in the manner and subject to the conditions provided in the Order, this Bond may be exchanged for an equal aggregate principal amount of Bonds of the same maturity, of authorized denominations and bearing interest at the same rate.

The Bond Registrar shall keep at its designated corporate trust office books for the registration of transfer of this Bond. The transfer of this Bond may be registered only on such books and as otherwise provided in the Order on the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. On any such registration of transfer, the Bond Registrar shall deliver in exchange for this Bond a new Bond or Bonds, registered in the name of the transferee, of authorized denominations, in an aggregate principal amount equal to the unredeemed principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Beginning on and after March 1, 2030, this Bond is subject to redemption at the option of the City in whole on any Business Day, from any funds that may be available for such purpose at a redemption price equal to 100% of the outstanding principal amount of this Bond plus interest accrued to the redemption date.

Beginning on and after March 1, 2030, this Bond is subject to redemption at the option of the City in part on any Interest Payment Date, from any funds that may be available for such purpose at a redemption price equal to 100% of the outstanding principal amount of this Bond plus interest accrued to the redemption date. Any redemption of this Bond in part shall be applied in the inverse order of maturities.

This Bond is subject to mandatory sinking fund redemption from moneys deposited to the credit of the 2025 Subaccount of the Sinking Fund Account in an amount equal to the following Sinking Fund Requirement, at a redemption price equal to 100% of the principal amount to be so redeemed plus interest accrued to the redemption date, in the amounts and on the dates as follows:

REDEMPTION		REDEMPTION	
DATE	PRINCIPAL	DATE	PRINCIPAL
(MARCH 1)	AMOUNT	(MARCH 1)	AMOUNT
2027	\$1,475,000	2031	\$1,684,000
2028	1,526,000	2032	1,736,000
2029	1,574,000	2033*	1,796,000
2030	1,625,000		

\*Maturity

Notice of optional redemption will be given by the Bond Registrar not less than five Business Days before the redemption date (1) to the Local Government Commission by Mail or Electronic Means, and (2) by registered or certified mail to the then-registered Owners of this Bond to be redeemed at the last address shown on the registration books kept by the Bond Registrar (or by such other means as may be permitted by the Owners). Failure to provide such notice to the Local Government Commission will not affect the validity of any proceedings for such redemption.

Notwithstanding the foregoing, (1) if notice is given, the failure to receive an appropriate notice shall not affect the validity of the proceedings for such redemption and (2) the failure to give any such notice or any defect therein shall not affect the validity of the proceedings for the redemption of this Bond or portions thereof with respect to which notice was correctly given.

Any notice of redemption may state that the redemption to be effected is conditioned on the receipt by the Trustee or Bond Registrar on or prior to the redemption date of moneys sufficient to pay the principal of and premium, if any, and interest on this Bond to be redeemed and that if such moneys are not so received such notice shall be of no force or effect and such Bond shall not be required to be redeemed. In the event that such notice contains such a condition and moneys sufficient to pay the principal of and premium, if any, and interest on such Bond are not received by the Trustee or Bond Registrar on or prior to the redemption date, the redemption shall not be made and the Bond Registrar shall within a reasonable time thereafter give notice, in the manner in which the notice of redemption was given, that such moneys were not so received.

The Owner of this Bond shall have no right to enforce the provisions of the Order or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Order, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Order and the Series Resolution.

Modifications or alterations of the Order and the Series Resolution or any order or series resolution supplemental thereto may be made only to the extent and in the circumstances permitted by the Order or the Series Resolution, as the case may be.

This Bond, notwithstanding the provisions for registration of transfer stated herein and contained in the Order and the Series Resolution, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of this Bond and the adoption of the Order and the Series Resolution have happened, exist and have been performed as so required.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Order or the Series Resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Order or the Series Resolution, as the case may be.

***IN WITNESS WHEREOF***, the City, by resolution duly passed by its City Council, has caused this Bond to bear the facsimile signatures of the Mayor and the City Clerk of said City and its corporate seal to be imprinted hereon, all as of the 16th day of December, 2025.

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Mayor, City of Monroe

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City Clerk, City of Monroe

(SEAL)

**CERTIFICATE OF LOCAL GOVERNMENT COMMISSION**

The issuance of the within bond has been approved under the provisions of The State and Local Government Revenue Bond Act of North Carolina.

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Secretary, Local Government Commission

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication: December 16, 2025

This Bond is a Bond of the Series designated therein and issued under the provisions of the within mentioned Order and Series Resolution.

**COMPUTERSHARE TRUST COMPANY,**  
Bond Registrar

By: \_\_\_\_\_  
Authorized Signatory

**[FORM OF ASSIGNMENT]**

**ASSIGNMENT**

*FOR VALUE RECEIVED* the undersigned hereby sells, assigns and transfers unto

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(Please print or typewrite Name and Address,  
including Zip Code, and Federal Taxpayer Identification or  
Social Security Number of Assignee)

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the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

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Attorney to register the transfer of the within Bond on the books kept for registration thereof,  
with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

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**NOTICE:** Signature must be guaranteed by a Participant in the Securities Transfer Agent Medallion Program (“*Stamp*”) or similar program.

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**NOTICE:** The signature to this assignment must correspond with the name as it appears on the face of the within Bond in every particular, without alteration, enlargement or any change whatever.

**EXHIBIT B**  
**[FORM OF REQUISITION]**

Computershare Trust Company  
P.O. Box 1517  
Minneapolis, Minnesota 55415  
Attention: Corporate Trust

Re: Disbursement from the 2025 Costs of Issuance Account of the Construction Fund (the "2025 Costs of Issuance Account") relating to the City of Monroe, North Carolina Combined Enterprise System Revenue Refunding Bond, Series 2025

Requisition No: \_\_\_\_\_

Dear \_\_\_\_\_:

Pursuant to Section 405 of the Series Resolution adopted on December 9, 2025 by the City Council of the City of Monroe, North Carolina (the "Series Resolution"), we hereby request you, as trustee under the Series Resolution, to disburse from the 2025 Costs of Issuance Account as follows:

1. The amount to be disbursed is \$ \_\_\_\_\_. Such amount represents an obligation that has been incurred by the City, is presently due and payable and is a proper charge against the Construction Fund that has not been paid.

2. The name and address of the person, firm or corporation to whom the disbursement should be made is as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. The purpose of the disbursement is to \_\_\_\_\_.

4. This requisition contains no item representing payment on account of any retainage to which the City is entitled at the date hereof.

DATED this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF MONROE, NORTH CAROLINA**

By: \_\_\_\_\_  
Title: \_\_\_\_\_

**BUDGET AMENDMENT**  
**Combined Enterprise System Revenue Refunding Bond, Series 2025**  
**BA-2025-42**

1. An amendment is necessary to appropriate the refinancing expense and offsetting loan proceeds for the Combined Enterprise System Revenue Refunding Bonds Series 2025 including issuance costs. The refinancing will close on December 16, 2025. As outlined in the series resolution, the issuance costs are being funded by the new 2025 Combined Enterprise System Revenue Refunding Bonds proceeds.

Water and Sewer Fund:

Revenue	
Other Financing Sources	\$1,957,000
Expense	
Distribution System	\$1,957,000

Electric Fund:

Revenue	
Other Financing Sources	\$8,242,000
Expense	
Electric System Maintenance & Improvement	\$8,242,000

Natural Gas Fund:

Revenue	
Other Financing Sources	\$1,378,000
Expense	
Natural Gas Maintenance & Improvement	\$1,378,000

Adopted this 9th day of December, 2025.

\_\_\_\_\_  
Robert Burns, Mayor

Attest:

\_\_\_\_\_  
Bridgette H. Robinson, City Clerk



**STAFF REPORT**

**TO:** General Services Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** December 4, 2025  
**FROM:** Lisa Strickland, Finance Director  
**PREPARED BY:** Ashley Ivey, Assistant Finance Director  
**SUBJECT:** Fiscal Year 2025 Audit Contract Amendment

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**SUMMARY STATEMENT**

The contract for audit services for the City of Monroe to Martin Starnes & Associates, CPA’s, P.A. for the year ending June 30, 2025 needs to be amended due to the Federal compliance supplement not being finalized for single audits.

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**REVIEW**

The City has a state single audit that requires this compliance supplement for fiscal year 2025. The audit firm may not issue their audit opinion until this is released by the federal government. The Local Government Commission is requesting an amendment to the contract to extend the deadline for submission from 12/31/2025 to 1/31/2026.

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**RECOMMENDATION**

Staff recommends and requests approval by the General Services Committee of the audit contract amendment with Martin Starnes & Associates, CPA’s, P.A. to extend the audit submission deadline.

Attachments:  
Audit Contract Amendment

Whereas	Primary Government Unit City of Monroe, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/25	and originally to be submitted to the LGC on	Date 12/31/25
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hereby agree that it is now necessary that the contract be modified as follows.

<input checked="" type="checkbox"/> Modification to date submitted to LGC	Original date 12/31/25	Modified date 02/12/26
	Original fee	Modified fee
<input type="checkbox"/> Modification to fee		

Primary Other  
(choose 1)(choose 0-2)

**Reason(s) for Contract Amendment**

- Change in scope
- Issue with unit staff/turnover/workload
- Issue with auditor staff/turnover/workload
- Third-party financial statements not prepared by agreed-upon date
- Unit did not have bank reconciliations complete for the audit period
- Unit did not have reconciliations between subsidiary ledgers and general ledger complete
- Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger
- Unit did not have information required for audit complete by the agreed-upon time
- Delay in component unit reports
- Software - implementation issue
- Software - system failure
- Software - ransomware/cyberattack
- Natural or other disaster
- Other (please explain)

**Plan to Prevent Future Late Submissions**

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due six months after fiscal year end (ten months after fiscal year end for housing authorities). Indicate NA if this is an amendment due to a change in cost only.

N/A - this contract amendment is due to the late release of the 2025 compliance supplement

**Additional Information**

Please provide any additional explanation or details regarding the contract modification.

This contract amendment is due to the late release of the 2025 compliance supplement.

**By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.**

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* <i>Amber Y. McGhinnis</i>
Date* 11/28/25	Email Address amcghinnis@msa.cpa

**GOVERNMENTAL UNIT**

Governmental Unit* City of Monroe, NC	
Date Primary Government Unit Governing Board Approved <b>Amended</b> Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Robert Burns, Mayor	Signature*
Date	Email Address rburns@monroenc.org

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***

*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU  
(complete only if applicable)**

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU N/A	
Date DPCU Governing Board Approved <b>Amended</b> Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
**\*ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT\***  
*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address



**STAFF REPORT**

**TO:** General Services Committee  
**FROM:** Pete Hovanec, Parks, Recreation and Tourism Director  
**VIA:** Mark Watson, City Manager  
**DATE:** Dec. 4, 2025  
**PREPARED BY:** Pete Hovanec, Parks, Recreation and Tourism Director  
**SUBJECT:** Bearskin Creek Greenway/Creft Park Project Bid Award

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**SUMMARY STATEMENT**

Staff has solicited bids for construction of the Bearskin Creek Greenway and Creft Park Renovations as part of a PARTF grant award from 2023

Staff is requesting approval to award the bid for the Bearskin Creek Greenway/Creft Park renovation to low bidder DAP Contracting.

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**REVIEW**

On October 9th, 2023 the City was awarded a N.C. Parks and Recreation Trust Fund Grant in the amount of \$500,000 in matching funds for the Bearskin Greenway Phase III and Creft park renovation project. This project will include the construction of a greenway path connecting Don Griffin Park to Creft Park and renovation of bathroom facility, addition of an outdoor fitness cluster, and inclusive swing and play equipment areas, multi-purpose kids’ zone and a walking loop within the park as part of the Creft Park renovation. On April 11<sup>th</sup>, 2023 Council adopted a Resolution to allocate the \$500,000 matching funds for this grant.

Staff posted the advertisement for construction bids in early November and received three bids (see attached Bid Sheet). Based on the bids received, staff recommends awarding the Greenway/Renovation project to DAP Contracting in the amount of \$820,479.

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**RECOMMENDATION**

Staff requests that the General Services Committee recommend approval to City Council the selection of D.A.P. Contracting as the contractor to complete the Bearskin Creek Greenway/Creft Park project in the amount of \$820,479 and authorize the City Manager to execute all required documents

# Creft Park / Bearskin Creek Greenway III - PARTF Site Plan

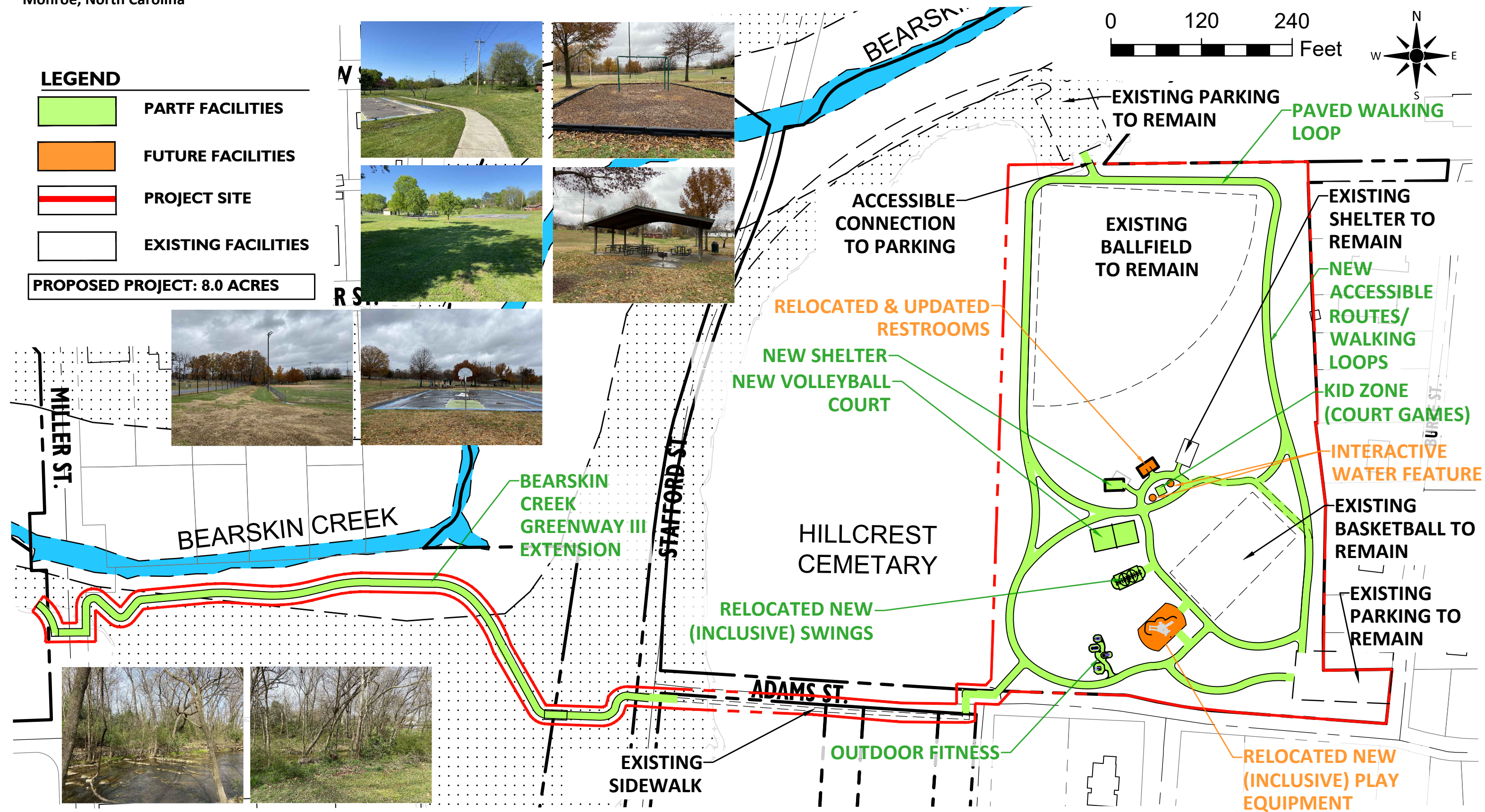
Monroe, North Carolina

City of Monroe | 4.25.2023

## LEGEND

- PARTF FACILITIES
- FUTURE FACILITIES
- PROJECT SITE
- EXISTING FACILITIES

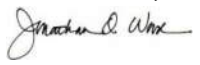
PROPOSED PROJECT: 8.0 ACRES



**Bearskin Creek Greenway III/Creft Park**  
**City of Monroe, NC**  
**11/20/25 @ 3:00 PM**  
**Monroe City Council Conference Room**  
**Bid for Single Prime Contract**  
**Benesch**

Contractor	NCCG License No.	Bid Proposal Form & Figures	Information Sheet	Bond Forms	MWBE Docs	Good Faith Efforts	E-Verify Declaration	Addendum 1	Base Bid	Contingency - % of Base Bid	Total Bid = (Base Bid + Contingency)	Alternate #1: Playground: finish work remaining (Add)	Total Bid (Total Bid + Alternates)	MBE Participation	MBE %	Unit Prices												
																UP-1	UP-2	UP-3	UP-4	UP-5	UP-6	UP-7	UP-8	UP-9	UP-10	UP-11	UP-12	UP-13
DAP Contracting, Inc.	99942	X	X	X			X	X	\$ 759,703.00	\$ 60,776.00	\$ 820,479.00	\$ 106,890.00	\$ 927,369.00	\$ -	0%	\$10.00	\$200.00	\$10.00	\$200.00	\$3.00	\$60.00	\$55.00	\$60.00	\$60.00	\$90.00	\$92.00	\$105.00	\$50.00
Randolph & Son Builders, Inc.	21477	X		X	X	X	X	X	\$ 990,000.00	\$ 79,200.00	\$ 1,069,200.00	\$ 105,700.00	\$ 1,174,900.00	\$ 298,797.00	25.4%	\$121.00	\$149.00	\$165.00	\$198.00	\$7.00	\$32.00	\$8.00	\$28.00	\$25.00	\$70.00	\$77.00	\$61.00	\$14.00
Rushing Contracting Group, Inc.	85622	X	X	X	X	X	X	X	\$ 1,069,920.00	\$ 85,593.60	\$ 1,155,513.60	\$ 111,493.00	\$ 1,267,006.60	\$ 123,344.50	9.7%	\$165.00	\$195.00	\$165.00	\$200.00	\$20.00	\$45.00	\$20.00	\$45.00	\$50.00	\$75.00	\$75.00	\$68.00	\$125.00

I hereby acknowledge that this is a true and accurate tabulation of bids received for Bearskin Creek Greenway III/Creft Park on November 20, 2025 at 3:00 P.M.



Jon Wood, PLA CLARB  
 Benesch  
 2359 Perimeter Pointe Parkway, Suite 350  
 Charlotte, NC 28208

DAP Contracting - Limitation: Unlimited, Classification: Building, Highway active thru 12/31/26

Randolph & Sons Builders - Limitation: Unlimited, Classification: Building active thru 12/31/25

Rushing Contracting - Limitation: Unlimited, Classification: Building active thru 12/31/26



**STAFF REPORT**

**TO:** General Services Committee  
**FROM:** Pete Hovanec, Parks, Recreation and Tourism Director  
**VIA:** Mark Watson, City Manager  
**DATE:** Dec. 9, 2025  
**PREPARED BY:** Pete Hovanec, Parks, Recreation and Tourism Director  
**SUBJECT:** Clubhouse 1936 – Former MC Ballroom Naming

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**SUMMARY STATEMENT**

The former Monroe Country Club Ballroom is currently under construction/renovation for a transformation into an indoor golf simulator facility complete with food and beverage. Staff is looking to name the indoor golf facility “Clubhouse 1936” in honor of the year the original ballroom was constructed. Staff is also looking for direction on approval of the presented logo for the facility.

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**REVIEW**

Staff conducted research and solicited feedback from staff and golf course patrons to develop an appropriate and symbolically significant name for the new facility. Clubhouse 1936 was chosen to pay homage to the origins of this historic building and give it a distinguishable name matching its classic details. Staff worked with the communications team to develop a logo and is in the process of developing tag lines, talking points and branding/style guides for the new facility. Clubhouse 1936 at Monroe Country Club will be used to identify the facility moving forward and we will refrain from using “Ballroom” to reference the facility as we move forward with branding initiatives.

## **RECOMMENDATION**

Staff recommends General Services approve the name Clubhouse 1936 for the newly renovated golf simulator and food and beverage facility at Monroe Country Club. Staff also recommends General Services approve the presented logo for Clubhouse 1936 and send both the name and logo to City Council for approval.



**CLUBHOUSE**

**1936**

**MONROE COUNTRY CLUB**



**STAFF REPORT**

**TO:** General Services Committee  
**VIA:** Mark Watson, City Manager  
**DATE:** December 4, 2025  
**FROM:** Ryan Jones, Property Management Director  
**PREPARED BY:** Ryan Jones, Property Management Director  
**SUBJECT:** Committee on Disabilities Recommendation

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**SUMMARY STATEMENT**

The Committee on Disabilities has made a recommendation regarding the live streaming of public comment during City Council meetings.

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**REVIEW**

The Committee on Disabilities has made recommendations concerning the City’s process specific to live streaming the public comment period. The committee chair, Melinda Plue, drafted a letter outlining those recommendations and is in attendance to provide any other information related to this recommendation.

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**RECOMMENDATION**

Committee recommendations have been provided related to streaming the Council public comment for discussion and for the General Services committee to provide direction.

Attachments: Letter

October 14, 2025

Dear Mayor Burns and Monroe City Council Members:

The Committee on Disabilities met this afternoon to begin our work making Monroe a more inclusive place for people with disabilities. I write today to express our strong concern regarding something we learned today, that the City will discontinue live-streaming the public comment portion of Council meetings. This decision poses significant accessibility barriers for residents with disabilities and could place the City in violation of the Americans with Disabilities Act (ADA), Title II, which requires state and local governments to ensure that individuals with disabilities have equal access to participate in civic life.

Many residents with physical disabilities, chronic illnesses, sensory impairments, or compromised immune systems are unable to attend in-person meetings due to mobility, transportation, or health-related limitations. The live-streaming of public comments has been critical to them being able to virtually attend these meetings, allowing them to hear, understand, and engage in the same public processes available to their non-disabled peers.

By removing this access point, the City effectively excludes a segment of the population from participating in government decision-making — something the ADA explicitly prohibits. Title II of the ADA requires that all public entities provide individuals with disabilities an equal opportunity to benefit from programs, services, and activities, including civic engagement. Accessibility is not limited to physical ramps or parking spaces; it extends to digital and communication access as well.

We urge the Council to reinstate the live-streaming of the public comment section of meetings. Doing so demonstrates the City's commitment to transparency, inclusion, and compliance with federal law. The Committee on Disabilities stands ready to assist in identifying solutions that balance accessibility with any technical or logistical concerns the Council may have. **You will hear from us soon with other ways we feel these meetings should become more accessible, but for now we want to simply keep the systems in place that are there now.**

Thank you for everything you do to make Monroe an inclusive place for people with disabilities.

Sincerely,

A handwritten signature in black ink that reads "Melinda Plue". The signature is written in a cursive, flowing style.

Melinda Plue  
Chairperson, Committee on Disabilities