

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, JANUARY 6, 2026 - 4:00 PM
AGENDA
www.monroenc.org

1. Minutes Public Enterprise Committee Meeting December 2, 2025
2. NPDES MS4 Stormwater Permit - Post Construction Measures
3. Update to Customer Service Policy to Address Penny Shortage
4. Transmission Line Breakers
5. NCDOT Utility Construction Request: NCDOT WBS Project 51524
6. Town of Unionville Water and Wastewater Interlocal Renewal Agreement
7. City of Monroe — Water Supply Update
8. Budget Ordinance BO 2026-05

Public Enterprise Committee Minutes
December 2, 2025
City Hall Conference Room
4:00 p.m.

Members Present: Council Member Julie Thompson, Council Member James Kerr,

Staff: Rob Miller, Jeff Wells, Lisa Hollowell, Jason Jarrett, Rich Riser, Ashley Ivey, Lisa Strickland, Scott Hunt, Bryson Hester and Sandra Slifer

Council Member James Kerr called the December 2, 2025 Public Enterprise Committee meeting to order at 4:03p.m.

Item #1: Adoption of Minutes of the November 4, 2025 Meeting

Recommendation:

Council Member James Kerr asked if anyone had any questions or concerns about the minutes, if not, if anyone would like to make a motion that the minutes of November 4, 2025 Public Enterprise Committee be approved.

Motion: Adopt November 4, 2025 meeting minutes

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

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

Opposed – None

Action: Motion approved

Item #2: Energy Services Department Digger Derrick Truck Purchase

Recommendation:

The Public Enterprise Committee staff requested to consider approving the purchase of one (1) DH50E Digger Derrick truck for the Energy Services Department- Electric Division

Presentation and Discussion:

Robert Miller, General Manager of Energy Services and Water Resources, recommended the purchase of DH50E Digger Derrick truck that meets all the needs and specifications for the Electric Division through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified vehicles and equipment, providing competitive pricing as well as meeting statutory requirements. Municipalities and various educational institutions are allowed to utilize Sourcewell through membership to the cooperative. The City has been a member since 2010 and utilizing these contracts saves the time and expense of processing formal bids.

The vendor (Altec Industries, Inc.) and Sourcewell have entered into an agreement (Contract #12418-ALT) for the procurement of a Digger Derrick truck. Altec Industries, Inc. has provided a quote to the City for the Digger truck in the amount of \$437,736.00 that meets the requirements of the Sourcewell Contract. Sufficient funds are budgeted for the purchase in the account 5408220 424010.

Motion: To recommend sending the request to City Council for approval to award the purchase of one (1) DH50 Digger Derrick truck to Altec Industries, Inc. in the amount \$437,736 through Sourcewell’s Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in account number 5408220 424010.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

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

Opposed – None

Action: Motion approved

Item #3: Award of Airport Leases

Recommendation:

The Public Enterprise Committee shared that 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 a year lease with renewal options. Council approval is now requested to ratify the lease agreement signed by the City Manager and Tenant.

Presentation and Discussion:

Lisa Hollowell, Assistant City Manager, presented that 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.

Motion: To recommend to 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, 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.

Motion made by: Council Member James Kerr

Second: Council Member Julie Thompson

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

Opposed – None

Action: Motion approved

Item #4: Sanitary Sewer Relocation at 1403 W. Franklin Street Change Order and Budget Ordinance

Recommendation:

The Public Enterprise Committee requested to consider a change of Order for the contract for construction of the sanitary sewer relocation at 1403 W. Franklin Street. Rock was unexpected encountered at the bore location and an unknown sewer lateral was discovered that needs to be relocated. A change order in the amount of \$51,500.00 is to account for the equipment, materials, and labor needed to bore through rock and relocate the lateral. City Council approved the original construction contract on August 12, 2025 in the amount of \$294,375.00 to Richard Suggs Construction, LLC. The revised contact will be not to exceed \$345,875.00.

Presentation and Discussion

Jason Jarrett, Engineering Manager of Water Resources, proposed to consider for the contract for construction of the sanitary sewer a change order with Richard Suggs Construction, Inc. for \$51,500.00 recommended for award.

On June 11, 2024, City Council adopted the Annual Balanced Budget for Fiscal Year 2024-2025. The adopted budget included \$300,000 in funding for the sanitary sewer relocation at 1403 W. Franklin Street which included relocation of an existing sanitary sewer. Easement acquisition cost reduced the available budget below the \$300,000 funded budget, requiring a budget amendment. Additional funding in the amount of \$50,000 was requested to be appropriated via budget amendment BO-2025-15 from the Water/Sewer Capital Project Reserve Fund. Additional funding in the amount of \$50,000.00 is requested to be appropriated via budget amendment BO-2025-24 from the Water/Sewer Capital Project Reserve Fund. This will provide an additional \$41,125 contingency in the contract to account for any remaining unforeseen circumstances.

Summary of Budget History			
Source	Date	Amount	Revised Total Remaining
CIP	FY2025	\$300,000.00	\$300,000.00
Easement Acquisition	3/21/2025	-\$13,000.00	\$287,000.00
Budget Ordinance	8/12/2024	+\$50,000.00	\$337,000.00
Construction Contract	8/12/2024	-\$294,375.00	\$42,625.00
Budget Ordinance	12/9/2025	+\$50,000.00	\$92,625.00
Contract Change Order	12/9/2025	-\$51,500.00	\$41,125.00

Motion: To award of a contract change order for construction of the sanitary sewer relocation at 1403 W. Franklin Street to Richard D. Suggs Construction Inc., and authorize the City Manager to execute all Contract documents. The contract change order with Richard D. Suggs Construction Inc. will be in the amount of \$51,500.00. Additionally, to recommend a motion to approve Budget Ordinance BO-2025-24 for \$50,000.00 and forward to City Council for consideration on the December 9th consent agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

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

Action: Motion approved

Item #5: NCDOT Utility Construction Requests

Recommendation:

The PEC is requested to consider a Utility Construction Request (UCR) for utility relocation of existing water and sewer facilities along Hwy74 between Rocky River Road and Dickerson Boulevard, as well as Hwy 74 at the intersection of Secrest Short Cut Road in coordination with an NCDOT widening and improvement project.

Presentation and Discussion

Jason Jarrett, Engineering Manager of Water Resources, explained that the NCDOT is in the early stages of design and right-of-way acquisition for their WBS Projects 50177.1.1(12) and 45941.1.1(13), which involves road widening in Hwy 74 between Rocky River Road / Dickerson Blvd. and intersection/widening improvements at Hwy 74 and Secrest Short Cut Road. The intent of these road improvements is to improve traffic flow along the Hwy 74 corridor. As part of the NCDOT road improvement project, numerous City of Monroe water and sewer facilities will be impacted and will require relocation. The Let Date is anticipated for June, 2030.

Jason Jarrett, also mentioned that due to the nature of NCDOT projects of this sort, it is best to coordinate the design and work for the relocated water and sewer facilities with the NCDOT throughout the project undertaking. This coordination includes utilizing an NCDOT approved

engineering firm to do the design as well as having the water and sewer facilities relocation incorporated in the NCDOT contract for the road improvement project. Without this coordination, the City of Monroe would be required to complete the design in conjunction with NCDOT design and obtain the services of a contractor to perform the water and sewer relocation in sequence with the construction activities of the NCDOT contractor.

Jason Jarrett, mentioned that currently, according to NCDOT policy, municipalities with utilities encroaching in an NCDOT right-of-way are required to pay a portion of the cost for relocation of the utilities. This portion is based upon population. The City of Monroe, with a population below 50,000 would need to pay 25% of the relocation cost. Once population reaches 50,000 the percentage increases to 50%.

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

Motion: To recommend authorization for the City Manager to sign the UCR and recommend forwarding to City Council for consideration on the December 9, 2025 consent agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

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

Action: Motion approved

Item #6: Stewart Creek Pump Station Upgrade

Recommendation:

The PEC is requested to consider a contract award for the installation of a fourth pump and pertinent upgrades at the Stewarts Creek Pump Station to increase pumping capacity, supporting community growth, while providing added pump redundancy.

Presentation and Discussion

Jason Jarrett, Engineering Manager of Water Resources, presented that the Water Resources Department received Request for Proposal responses on August 8, 2025 for Stewarts Creek Pump Station Upgrade. The project involves installation of a fourth pump, replacement of three check valves, installation of three new gauges and saddles, and application of new coatings on all existing piping. The pump and guide rail system will be provided by the city. The Stewarts Creek Pump Station was originally equipped with three pumps and is critical for our wastewater management. Due to increased wastewater volumes and future growth projections, we are upgrading the station by adding a fourth pump. By upgrading the pump station, we aim to ensure

the sustainability and resilience of our wastewater management infrastructure to support ongoing community growth and maintain high service standards.

Responsive proposals were received from the following qualified contractors:

<u>Contractor</u>	<u>Proposal</u>
Harper General Contractors	\$240,597.20
State Utilities	\$351,200.00

For this contract, Staff is recommending award to Harper General Contractors in the amount of \$240,597.20

The project construction funding previously approved by Council was \$750,000.

Motion: To award the contract for the Stewarts Creek Pump Station Upgrade fourth pump installation, replacement of three check valves, installation of three new gauges and saddles, and application of new coatings on all existing piping to Harper General Contractors, in the amount of \$240,597.20, authorization for the City Manager to execute the necessary documents, and send to Council for approval on December 9th consent agenda.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

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

Opposed – None

Action: Motion approved

There being no further business, the meeting was adjourned at 4:23 p.m.

James Kerr, Chair

Next Meeting- January 6, 2026.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: January 6, 2026
FROM: Sarah McAllister, PE, Director of Engineering
PREPARED BY: Bonnie Fisher, PE, Stormwater Engineering Manager
SUBJECT: NPDES MS4 Stormwater Permit – Post Construction Measures

SUMMARY STATEMENT

Engineering Staff will provide a brief report on one of the key measures of the City’s NPDES (National Pollutant Discharge Elimination System) Phase II MS4 Stormwater permit, “Post Construction” requirements. This presentation is for informational purposes only.

REVIEW

Under the rules of the Federal Clean Water Act, the City of Monroe was designated a small municipal separate storm sewer system (MS4) and was issued NPDES Permit No. NCS000482. The City is required to address six minimum measures of the permit:

- Public Education and Outreach on Stormwater Impacts
- Public Involvement and Participation
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- *Post-Construction Stormwater Management in New Development and Redevelopment*
- Pollution Presentation/Good Housekeeping for Municipal Operations

Staff will report on key requirements of the “Post-Construction” measure and how compliance impacts long-term maintenance of SCM’s (Stormwater Control Measures).

RECOMMENDATION

No further action necessary as presentation is for informational purposes only.

Attachment: HOA Guide for Stormwater Maintenance of Sand Filters

SAND FILTER MAINTENANCE GUIDE

WHAT IS A SAND FILTER AND WHAT IS ITS PURPOSE?

A sand filter is a type of stormwater control measure (SCM) consisting of a series of chambers designed and constructed to remove pollutants from stormwater runoff. Sand filters provide water quality treatment by trapping pollutants in the sand media as the runoff percolates through the structure. It prevents sediment, organic matter, fecal coliform, hydrocarbons and metals from contaminating our waterways. Sand filters also provide some water quantity control by temporarily collecting water during a rain event, then slowly discharging cleaner water into our waterways.



Examples of sand filters



HOA ADMINISTRATIVE RESPONSIBILITIES

- Obtain and keep a copy of your Stormwater Operation & Maintenance (O&M) Agreement. Sites with SCMs are required to establish an O&M between the City and Developer prior to plan approval. The O&M responsibilities automatically transfer to new owners, since the document is recorded in the register of deeds and transfers with the title.
- Maintain an escrow account for the maintenance of the SCM(s) according to the details defined in your O&M Agreement.
- Each year SCM owners are required to schedule an annual SCM inspection, pay inspection fees, and submit proof of escrow for each SCM onsite. Annual SCM inspections must be completed by a third-party registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina Cooperative Extension Service for stormwater SCM inspection and maintenance.
- Remind residents not to wash or dump grass, leaves, pet waste, cooking oil, auto oil or grease near stormwater inlets.

HOA MAINTENANCE RESPONSIBILITIES

- Remove trash and debris from storm drains, drainage ditches, inlets and SCM areas monthly.
- Inspect for erosion, sedimentation or standing water quarterly (see reverse for inspection details) to determine if there are items for a landscaper or professional to address. Routine upkeep can help avoid costly repairs. It is also recommended to check after large rainfall events.
- Contract a qualified professional to inspect the SCM annually and submit the applicable Annual Maintenance and Inspection Check List(s) to the City.



Stormwater inlet

INSPECTION DETAILS

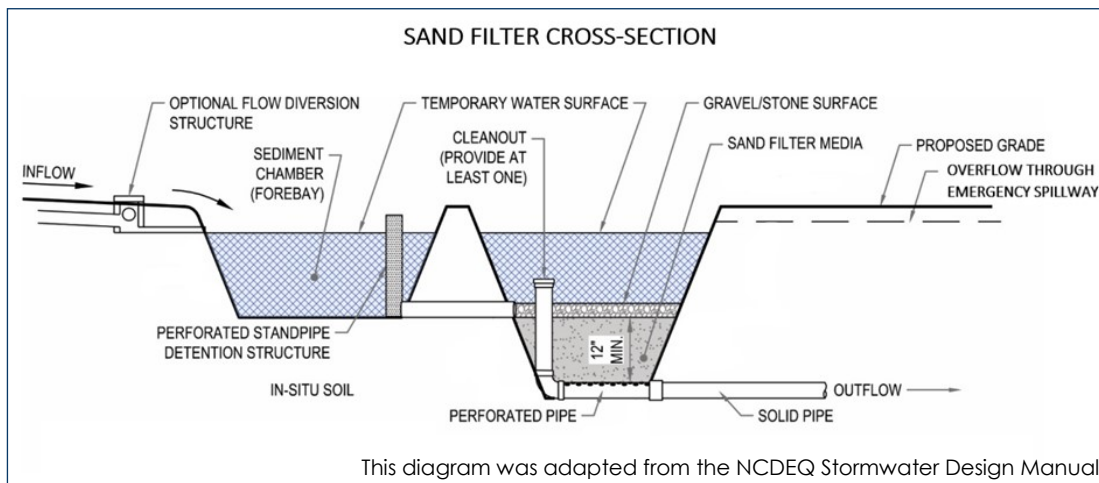
- Is there loose sediment or loose asphalt on adjacent pavement that could be cleaned up before it reaches the sand filter?
- Are there areas of bare soil around the sand filter, drop inlets in yards, or curb inlets along streets?
- Is there evidence of erosion, such as gullies forming, approaching or around the sand filter? Is there erosion near the outlet?
- Is the SCM overgrown with excessive vegetation or woody plants?
- Is water ponding on the sand surface media for more than 72 hours after a storm?

HOW DOES A SAND FILTER WORK?

1. Stormwater runoff flows off building roofs, streets, parking lots, and other hard surfaces into storm drains, pipes and drainages ditches to the sand filter.
2. Runoff flows into the forebay, also known as the sediment chamber, which collects large sediment, trash and debris.
3. In the second chamber, water seeps through a sand bed where finer soils and pollutants are filtered out.
4. Filtered runoff is captured in a perforated pipe, called the underdrain, and is discharged into our local waterways.



A sand filter in various stages during construction



RESOURCES

- City of Monroe Post-Construction Stormwater website
 - <https://www.monroenc.org/198/Post-Construction-Stormwater-Management>
- NCDEQ SCM Maintenance Section
 - <https://www.deq.nc.gov/energy-mineral-and-land-resources/stormwater/bmp-manual/7-operation-and-maintenance/download>
- For additional questions, please contact Stormwater at 704-282-4515





STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: January 6, 2026
FROM: Lisa Strickland, Finance Director
PREPARED BY: Bethany Hawver, Revenue Manager
SUBJECT: Update to Customer Service Policy to Address Penny Shortage

SUMMARY STATEMENT

Due to the United States Mint halting production of new pennies, staff requests approval of an amendment to the Customer Service Policy FA-02 to provide a procedure for cash payments that are greater than the exact amount due.

REVIEW

Due to the United States Mint halting production of new pennies, staff requests approval of an amendment to the Customer Service Policy FA-02 to provide a procedure for cash payments that are greater than the exact amount due. Staff is requesting the addition of the following section to the Customer Service Policy, SECTION 9. PAYMENT REQUIREMENTS FOR UTILITY SERVICES:

B. Cash Payments Not Offered in the Exact Amount

Cash payments offered in an amount greater than the exact amount due may result in rounding up of the amount paid if the proper currency is not available to provide change. The resulting overage collected will be applied to the subsequent bill.

The following procedure will be observed:

1. If the payer presents the exact amount owed, payment will be accepted.
2. If the payer does not have the exact amount in cash and staff does not have pennies available to provide change, staff will offer alternate payment methods such as check, credit card, ACH draft.
3. If the payer still prefers to pay in cash, the payment will be rounded up.

4. The payer's account will always be credited for the entire payment amount and the credit will be applied toward the next bill.

RECOMMENDATION

Public Enterprise Committee is requested to recommend City Council approval of the revised Customer Service Policy FA-02.

Attachment: Customer Service Policy FA-02


	Policy: Customer Service Policy	Effective Date: June 15, 1999
	Policy Number: FA-02	Revision Effective Date: September 21, 1999; June 5, 2001;
		June 19, 2001; September 18, 2001; March 5, 2002; June 4, 2002; November 5, 2002, September 16, 2003; July 19, 2005; August 16, 2005, January 3, 2006, August 21, 2007, November 6, 2007, June 3, 2008, August 19, 2008, December 1, 2009, July 20, 2010, September 21, 2011, October 20, 2015, January 8, 2026
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	<u>Robert Burns, Mayor</u>	<u>Finance and Administration</u> Responsible Party

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CUSTOMER SERVICE POLICY

City of Monroe Service Strategy

The goal of the City of Monroe is to provide reliable, responsive, quality services to the Community at the lowest reasonable costs to be accomplished through courteous, personal service to meet customers' unique needs while making Monroe a better place to work and live.

Customer Service Department Service Strategy

The goal of the City of Monroe Customer Service Department is to provide quality customer service by administering friendly, flexible service as well as mastering problem solving skills that will give the customer a positive, memorable experience.

SECTION 1. PURPOSE OF CUSTOMER SERVICE POLICY

The purpose of this Customer Service Policy ("Policy") is to inform our customers of the manner in which the City will provide utilities service to them, and to outline our responsibilities in providing these services. This Policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. The Policy also outlines the responsibilities and duties of the customer, recognizing the need to treat all customers in a fair and indiscriminate manner.

The Policy is not meant as a substitute for personal initiative on the part of City employees. It is to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

This Policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific policies and procedures related to each utility and its operation are contained in the respective Utility's Service Policy. Copies of each Utility's Service Policy are available at Customer Service and at the City's Utilities Operations Center.

SECTION 2. RESPONSIBILITIES OF CITY AND CUSTOMER

1. Responsibilities of City:
 - A. To treat each customer fairly and equally.
 - B. To review the needs of each customer and provide service that best suits the customer's needs.

- C. To respond to customer complaints and concerns promptly and courteously.
 - D. To provide information on a customer's account when requested by the customer.
 - E. To be respectful of the customer's property.
2. Responsibilities of Customer:
- A. To be responsible in paying their account in a prompt manner each month.
 - B. To provide information requested for provision of service by the City.
 - C. To be respectful and cooperative in dealing with City personnel.
 - D. To safeguard City property that is installed on the customer's property to provide for delivery and metering of service.
 - E. To bring inaccuracies or errors in billing to the City's immediate attention.
 - F. To notify the City of any extenuating circumstances pertaining to the customer's account.

These responsibilities are not intended to be all-inclusive, but are expressed as general guidelines to be followed in the relationship between the City and its customers.

SECTION 3. DEFINITIONS

Applicant. Any person, group of persons, association, partnership, firm or corporation requesting from the City electricity, natural gas, water, solid waste disposal, or waste water services.

City. The City of Monroe, North Carolina.

Customer. Any person, group of persons, association, partnership, firm or corporation provided utilities services by the City.

Delivery Point. The point where the City's lines for supplying utilities are connected to the customer's lines for receiving utilities, unless otherwise specified in the agreement with the customer for the purchase of utilities.

Deteriorates. To pass from a high to a lower condition; worsen, depreciate.

Lines. The City's conduits (i.e. wire, pipe, etc.) for supplying and/or the customer's conduits (i.e. wire, pipe, etc.) for receiving utilities.

Owner. The person, persons, association, partnership, firm, corporation, or other legal entity having legal title to the premises to be served.

Tenant. The person, persons, association, partnership, firm, corporation, or other legal entity lawfully occupying the premises to be served.

Utilities. One or more of the following services: electricity, natural gas, water, solid waste disposal, or wastewater.

SECTION 4. APPLICATION FOR UTILITY SERVICES

Only the Owner(s) or Tenant(s) can apply for utility service with the City. The City requires proof that the applicant is the owner or tenant of the premises to be served. The following procedures apply with regard to application for utilities services:

1. A residential applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification. The following types of non-expired, picture identification will be accepted as a primary form of identification: any official State or government issued driver's license or identification card, alien registration identification card, government passport, permanent resident card,. Secondary forms of identification could be any of the forms of identification listed above or a social security card, employer or taxpayer identification number, a Medicaid or Medicare card, a paycheck stub, an insurance card, a birth certificate, vehicle registration card, veteran's identification card or an employee identification badge. However, for customers that refuse to allow us to make a copy of their two forms of identification, an office visit is required and the two forms of identification are to be shown at the time of the application.
2. A commercial applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification as specified above. Or a person other than an individual (such as a corporation, partnership, or trust) must show documents showing the existence of the entity, such as certified articles of incorporation, a government-issued business license, a partnership agreement, a trust instrument, a certificate of incumbency or a written statement on company letterhead authorizing the applicant to conduct business on behalf of the company.
3. Application for existing services (connects and/or disconnects) will be completed within 72 hours. Please reference Schedule of Fees and Charges for appropriate charges.
4. The customer shall pay an application fee as set forth in Schedule of Fees and Charges. This charge is to be collected whether there is one or multiple services established at such address. Only one application fee per location shall be charged, and the fee may be added to the customer's first utility bill.
5. On previous accounts receivable, the City will search its records to determine if a previous account existed for new applicants. If an account did previously exist, and it contains a

balance due the City, the balance must be settled in full prior to establishing a new account, or arrangements made to settle an old account.

6. All unpaid account balances on inactive accounts will be transferred to an active account and should be paid in full by the next cutoff date to avoid interruption in utility services at the active location.
7. Pursuant to North Carolina General Statute §160A-32(a)(6b) we are to notify all electric customers that they may be entitled to choose another electric supplier to provide electric service. Although the notice is provided to all customers, customer choice only applies to certain new customers and not to existing customers.

Forms of application (service agreement), contract, schedules, rates and copies of service regulations are available at the City of Monroe Customer Service Building located at 201 E. Windsor Street and will be furnished to the customer on request. The City's mailing address is Post Office Box 69, Monroe, North Carolina 28111-0069 and the telephone number is (704) 282-4511.

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise imposed by lawful authority.

SECTION 5. DEPOSITS

A. Commercial/Non-Profit/Industrial Customer Deposits

1. Commercial and industrial customers shall, at the time of application for service, pay a deposit as specified in the Schedule of Fees and Charges.
2. In lieu of cash deposit, commercial and industrial customers may provide the City with an irrevocable bank letter of credit or with a surety bond in the amount of the specified deposit valid for a period of 24 months from date of issuance, issued by an insurance company or bank authorized to do business in North Carolina. The City may require that the letter of credit or surety bond be renewed after the initial 24 months if a customer's credit history is determined to be "not good" as defined in the residential customer deposit section.
3. The deposit may be waived for Commercial/Non-Profit/Industrial customers based on credit worthiness as determined by third party reporting agencies or their payment history from a comparable utility. The fee(s) associated with the determination of credit worthiness shall be paid by the customer in accordance to the Schedule of Fees and Charges.
4. If the owner of the business has had previous service with the City under another business name or comparable consumption level as a residential customer, and has

had a “good” utility payment history, the customer may request a waiver from this requirement. However, if at any time the payment record for the business deteriorates, a security deposit shall be required for continued utility service. *(Amended June 19, 2001.)*

- 5. If at any time payment record of a commercial/industrial deteriorates to “not good,” a security deposit shall be required according to the City of Monroe Fees Schedule.
- 6. Non-profit organizations are considered as commercial customers and require a deposit for service as specified above for commercial customers.
- 7. The deposit may be refunded after 24 continuous months of good payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.

B. Deposit and Service Disconnect

- 1. Any customer whose payment history becomes “not good” as defined above shall pay such deposit as required in the Schedule of Fees and Charges to protect the City from loss of revenue. Within ten days of written notice, any customer who fails to make required deposits or provide surety bonds when specified shall be subject to disconnection of service.
- 2. Any present customer without a deposit on file, or whose deposit is less than the deposit required thereunder, and whose service is involuntarily terminated for either non-payment, returned check, meter tampering or other such reason, will be required to pay a deposit or update existing deposit as specified above prior to re-connection of service.

C. Deposit Requirement

The City may require the customer to make an initial deposit, based on the current Schedule of Fees and Charges, as a guarantee of the payment for utilities used. In some cases, the City will allow customers to provide proof of credit worthiness in place of the required deposit. Proof of customer credit worthiness may also be obtained by the City through information provided to it by third-party credit reporting agencies.

D. Residential Customer Deposit

- 1. Residential Customers of the premises to be served may not be required to provide an initial deposit at the time of application for service if their credit history is determined to be classified as “good.” However, if the applicant’s payment history on prior utilities is determined to be “not good,” the initial deposit shall be required.
- 2. A customer’s credit history shall be classified as “not good” if the customer has two credit offenses of being subject to disconnection for non-payment or having a check

returned to the City for insufficient funds or a combination of the two, during the preceding thirteen month period.

3. If a customer has been classified as “good” for the five consecutive years immediately preceding two credit offenses they will not be classified as “not good” until their third credit offense.
4. If at any time the payment record of a Residential Customer deteriorates to “not good,” a security deposit shall be required according to the City of Monroe Fees Schedule. Payment arrangements for additional deposits of up-to six months may be made when customers are required to pay deposits due to deteriorated credit.
5. The deposit may be refunded after 24 continuous months of good payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.
6. A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. The remaining deposit amount will be refunded to the customer.
7. Residential customers moving into rented dwellings, houses, apartments, or manufactured homes shall pay an initial deposit at the time of application for service, as defined in the Schedule of Fees and Charges. Customers who can provide a letter of credit reference from their previous utility provider or who have a previous good utility payment history with the City may request a waiver from this requirement. However, as with owner-occupants, if a customer’s payment record deteriorates, a security deposit may be required for continued utility service.
8. In order to provide an additional incentive to offer prospective teachers recruited to teach in the schools located in the City, Council has waived the initial deposit for eligible, new full-time teachers recruited by Union County Public School for teaching jobs in the public schools within the corporate limits of the City. *(Amended April 17, 2007.)*
9. In an effort to assist our military applicants, Council has waived the initial deposit for active duty military applicants. They are required to provide a copy of their active duty papers and if their credit history deteriorates, a security deposit shall be required according to the City of Monroe Fees Schedule. *(Amended August 19, 2008.)*

SECTION 6. SELECTION OF RATES

1. The City, through consultation with the customer, will select the appropriate rate schedule of those available, under which the customer will be billed for each utility service. Copies

of the City's rate schedules may be obtained from the Customer Service Department or at the City's Utilities Operations Center.

2. When the customer notifies the City in writing of changes in the customer's operating conditions or other factors that may affect the selection of the rate schedule, an investigation will be made by the City and the customer will be advised if a change in the rate schedule is appropriate. Any customer who feels he/she is being billed under an inappropriate rate schedule may appeal to the Customer Service Manager.

SECTION 7. METERING AND METER READING

1. When meters are installed by the City to measure utility services used by its customers, all charges for units consumed, except certain minimum charges, shall be calculated from the readings of such meters.

It is the City's policy to read every utility meter each month. The reading dates are scheduled to fall within the same weekly period each month. The City will strive to maintain a billing cycle of no less than 25 days nor more than 35 days in the billing period. When a connection of service has been made within ten days of reading date, a bill will not be rendered until the following month.

The City reserves the right to estimate usage when extenuating circumstances prevail. However, it is the policy of the City not to estimate an account for two consecutive months, unless unavoidable. Because the metering system is based on "continuous read" meters, estimating consumption for one month will not affect total consumption over a two month period.

If a customer requests a rereading of the meter, a meter reread charge will be levied in accordance with Schedule of Fees and Charges. If it is determined that the initial reading was accurate the fee shall be retained. If it is determined the reading was in error, the fee will be credited to the customer's account.

2. All metering devices installed for the purpose of metering utility service shall be located on the exterior of structures, easily and safely accessible by City personnel, so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnection of service, after proper notification by the City.

There are currently a number of meters inside dwellings and businesses. If the meter reader cannot gain entry, the meter is automatically estimated. In case any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of the meters, the City reserves the right to disconnect utility services until free access is granted to an authorized employee.

When a customer remodels, improves, or makes other alterations to a structure with an external meter, the customer bears all costs associated with the relocation of the meter to

an alternative location so as not to render the meter inaccessible for reading and servicing. Large commercial or industrial customers may be exempt from this requirement.

When a dwelling or business with utility metering devices currently installed inside structures becomes vacant, or is altered, repaired, or renovated, the owner shall cause any interior utility meter or meters to be relocated to the exterior in order to continue to receive utility service.

The City may make reasonable exceptions to this meter location policy when it is mutually determined that it would be in the best interests of the City and the customer to do so.

3. The City will test each of the customer's meters for accuracy upon request once per calendar year. These tests will be charged to the customer based on the Schedule of Fees and Charges. Should the meter be found to be more than two percent (2%) fast because of incorrect calibration, the meter testing fee will be refunded as a credit on the next bill following meter test completion. Meters currently in service may be also be randomly tested by the City at any time.

Upon request, a written report of the results of the test will be made to the customer within ten days after the completion of the test.

SECTION 8. METER TAMPERING OR UNAUTHORIZED/UNSAFE CONNECTION TO UTILITY SYSTEM

Any customer whose service has been disconnected because the meter, lines, or other apparatus serving their residence or business has been tampered with in any manner shall pay such deposit as required to protect the City from loss of revenue, in addition to penalties and re-connection fees as defined in the Schedule of Fees and Charges. Customer may also be subject to any civil or criminal penalties as may be imposed by City, State, or Federal regulations.

Tampering with utility meters is expressly prohibited by North Carolina General Statute §14-151.1 and is punishable by fines and/or imprisonment. For purposes of this Policy, load management devices are considered to be the same as meters and will be treated in the same manner.

Any customer or outside party who makes an unauthorized, unsafe or unmetered connection to any City utility system shall be subject to the penalties and fees as defined in the Schedule of Fees and Charges.

SECTION 9. PAYMENT REQUIREMENTS FOR UTILITY SERVICES

1. Adjustments to Prior Billings

If the City has inadvertently overcharged or undercharged for utility service, the City will notify the active customer of the error and a billing adjustment will be made as follows:

- A. Amount will be refunded or billed to the customer for the period of overcharge or undercharge, not to exceed one year.
 - B. Usage and demand will be estimated if exact usage cannot be determined.
 - C. The reimbursement to the City resulting from underpayments may be paid out no longer than over the same period of time that the underpayment occurred.
2. A. Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the City by the customer in connection with the furnishing of utility services.

B. Cash Payments Not Offered in the Exact Amount

Cash payments offered in an amount greater than the exact amount due may result in rounding up of the amount paid if the proper currency is not available to provide change. The resulting overage collected will be applied to the subsequent bill.

3. Billing Procedures

Utility charges shall begin when the utility is installed and the service line is connected to the premises. Service charges will commence 90 days after the tap is installed, or when meter is installed (if service was pre-installed by a developer), if the service line to the premises has not been installed.

Utility bills are mailed to each customer once each month and are due upon receipt. Bills are considered delinquent if not paid by the “current charges past due date” as shown below, and a service fee is assessed.

Example for September bill cycles:

Bill Cycle	Current Charges Past Due After	Bank Draft Date	Subject to Disconnection Date
September 7	October 3	September 28	October 13
September 14	October 10	October 6	October 20
September 21	October 17	October 13	October 27
September 28	October 24	October 20	November 3

Unless payment is made, service will be subject to disconnection on the cutoff date as listed above. When the delinquent date falls on a weekend or holiday, the next working day will be considered as the delinquent date.

The City shall use the United States Postal Service to distribute utility bills. Any customer who fails to receive a billing is not relieved of payment responsibility and should contact the City to determine the amount of said billing prior to the delinquent date. If payment is received past the close of business on the delinquent date, a penalty according to rates established in the Schedule of Fees and Charges will be applied.

4. Payment Arrangements and Waiver of Penalties

- A. Only questions of proper billing or billed deposits will be considered for payment arrangement. Any customer disputing the correctness of the bill shall have the right to a hearing as stated in Section 15.
- B. Requests for delay or waiver of penalties will not be considered except under the requirements specified in Section 15.

5. Payment Arrangements by Social Service Agencies

The City recognizes that, due to financial hardship or other circumstances, customers may sometimes require the assistance of Social Service agencies to pay their utility bills. The City reserves the right to modify the above payment requirements so that Social Service agencies or other recognized community service agencies may be allowed to assist customers.

6. Payment Extension Agreement

Contact with a City customer service representative prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection that will save the customer from additional higher deposit amounts and additional fees.

A. Residential

An extension will be made on utility payments if the customer has made arrangements with the City and has signed a Payment Extension Agreement and Promissory Note, approved by the Customer Service Representative. All requests must be made by the tenant of record or the owner. No more than three payment extensions will be granted in a 12-month period. These extensions cannot be consecutive. The City has the right to grant more than three extension requests if it determines it would be in the City's interest to do so.

Each customer's credit history shall determine the terms of extension that can be granted, based on the customer's 12-month credit history. In no instance will the extension be greater than ten calendar days from disconnection date, unless in the City's judgment extenuating circumstances apply.

If payment is not made as agreed to in the Payment Extension Agreement and Promissory Note, service will be discontinued without further notice, and all payments, including any disconnect and reconnect charges, will have to be received by the City before reconnecting service.

B. Commercial/Non-Profit/Industrial

An extension will be made on utility payments if the customer has made arrangements with the City and has signed a Payment Extension Agreement and Promissory Note approved by the Customer Service Manager. All requests must be made by an authorized representative of the company. No more than three payment extensions will be granted in a 12-month period. The City has the right to grant more than three extensions request if it determines it would be in the City's interest to do so.

Each customer's credit history shall determine the terms of the extension that can be granted, based on the customer's 12-month credit history.

If payment is not made as agreed to in the Payment Extension Agreement and Promissory Note, service will be discontinued without further notice, and all payments, including any disconnect and reconnect charges, will have to be received by the City before reconnecting service.

7. Place of Payment

Bills are payable at the City Collections Office or to any agent or agency authorized by the City. When service has been discontinued due to nonpayment, payment must be made at the City Collections Office. Payments shall be made without regard to any offset.

SECTION 10. CREDIT HISTORY

1. The City will maintain a credit record on all customers based on historical payment of utility bills.
2. The cut-off list will be prepared by the City for each billing cycle from customers who fail to pay utility accounts by the subject to disconnection date.
3. The City will furnish information regarding a customer's credit history only upon the written request of the customer.

SECTION 11. RETURNED CHECKS

1. When a customer's check is returned by the bank on which it is drawn because the bank will not honor it, for any reason, the customer will be notified that the check was not honored and that service will be terminated on a specified date unless the check is made good. A returned check can be made good by presenting cash, money order or certified funds. The returned check will not be re-deposited nor will another check be accepted for the returned check.
2. When a customer has a check returned, a service charge will apply in addition to any other charges and fees (*See Schedule of Fees and Charges*).
3. The City reserves the right to require a customer to pay utility bills in cash when two or more returned checks are received during the previous thirteen month period.

SECTION 12. ALTERNATIVE FORMS OF PAYMENT

1. Budget Billing Program
 - A. The purpose of Budget Billing is to spread the cost of utility services evenly, on a monthly basis, over an annual period. This program is designed for those customers who wish to ease the impact of seasonal billings and level their monthly payments. Budget Billing does not raise or lower the annual utility billings; it does allow the customer to plan ahead by establishing a fixed-monthly payment amount. (*Adopted September 18, 2001.*)
 - B. This program is available only to residential customers with good credit payment history and 12 consecutive months of service at the current location. Due to the seasonal nature of utility billings, customers may enter the program in the billing month of May only. Both outstanding and current balances must be paid before the first Budget Billing due date. (*Adopted September 18, 2001.*)
 - C. The City will monitor each account and reserves the right to adjust the Budget Billing amount, should actual billings differ substantially from estimated billings. (*Adopted September 18, 2001.*)
 - D. The 12th month of the Budget Billing is settlement billing month. This month's billing will reflect either an additional payment or credit issued to the account to balance all billings for the year to all payments. Should the required payment be more than the Budget Billing payment, the customer must pay the additional amount. Should Budget Billing payments exceed annual billings, the excess (credit) will be refunded to the customer. (*Adopted September 18, 2001.*)
 - E. The City reserves the right to adjust the Budget Billing amount to reflect rate increases approved by City Council. (*Adopted September 18, 2001.*)

- F. A customer may discontinue use of the Budget Billing program by written request at any time. Settlement of additional amounts due or credit for the current billing year shall be made at the time of discontinued use of the program. *(Adopted September 18, 2001.)*
- G. Should a Budget Billing account become delinquent, the entire balance may be declared due and payable, and the account no longer eligible for the program. *(Adopted September 18, 2001.)*

2. Credit/Debit Card

The City provides a convenient program to allow for a customer’s utility bill to be charged to his/her credit/debit card. This relieves the customer from having the possibility of lost or late payments or the cost of an envelope and stamp. At the customer's option, the City will charge his/her credit/debit card for the amount of his/her bill. The customer still receives a copy of the bill for his/her review.

By allowing the credit/debit card to be charged, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the credit/debit card charge is revoked for any reason, the same remedies the City has under Section 11 regarding returned checks shall apply.

3. Direct Draft

The City provides a convenient program to allow for a customer’s utility bill to be drafted from his/her checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to Customer Service or the cost of an envelope and stamp. At the customer’s option, the City will draft his/her bank account each month for the amount of his/her bill. The draft will occur 22 days after the billing date. The customer still receives a copy of the bill for his/her review.

By allowing the draft, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the draft is returned due to insufficient funds, the same remedies the City has under Section 11 regarding returned checks shall apply.

SECTION 13. DISCONTINUANCE OF SERVICE

1. Circumstances Beyond Customer’s Control

If, during the term of agreement for furnishing utilities to a customer, the customer is unable to operate his/her facilities in whole or in part, because of accident, act of God, or fire occurring at the location where utilities are supplied, the charge for units during the

period reasonably necessary to correct any such conditions may, in the City's discretion, be reasonably adjusted in accordance with all pertinent facts and conditions.

2. Customer's Rights Prior to Discontinuance of Service

- A. It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bill only after proper notice and a meaningful opportunity has been given to be heard on disputed bills.
- B. If any customer disputes the accuracy of his/her bill, they have a right to a hearing at which they may be represented in person or by any other person of their choosing and may present, orally or in writing, their complaint and contentions.
- C. Any customer desiring a hearing should contact the Customer Service Office located in the Customer Service Building, 201 E. Windsor Street, Monroe, North Carolina. The Customer Service Manager is authorized to make a final determination of the complaint and has the authority to order that service not be discontinued.

3. Involuntary Discontinuance of Service

- A. The City reserves the right to discontinue furnishing utility services to a customer, at any time without notice, upon the occurrence of any one or more of the following events:
 - 1) Whenever the City has reasonable cause to believe that the customer is receiving utilities without paying for them, or that the City's meters, lines, or other apparatus have in any manner been tampered with.
 - 2) Whenever, in the City's opinion, the condition of the customer's lines, equipment and/or appliances are unsuitable for receiving services, or pose potential safety or health hazards to City property, City personnel, the customer, or to the public.
 - 3) Whenever the City determines that the customer's use of utilities or equipment interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer, including the violation of any City ordinances regarding the use of any utilities.
 - 4) Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 - 5) Whenever it is necessary to prevent fraud upon the City.

- B. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.
- C. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City, or any amounts of money on deposit with the City as required in Section 5.
- D. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.
- E. As a general rule, the City will not disconnect a customer’s utility service after 1:00 p.m. on a Friday, on the day before a holiday, or on a weekend or holiday. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition or in instances of meter tampering, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).
- F. As a general rule, the City will not disconnect a residential customer’s service if the predicted heat index for the day of disconnection is in excess of 100° Fahrenheit, or the predicted wind chill index for the day of disconnection is below 32° Fahrenheit. This delay in disconnection for nonpayment will not preclude the City from disconnection at a future date, and does not change a customer’s liability for payment of all bills and fees. *(Amended July 20, 2010.)*

4. Voluntary Discontinuance of Service

In order to insure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice must be given to the City at least 24 hours in advance on a workday. The customer will be responsible for all services consumed up until the time the services are disconnected by the City.

SECTION 14. RECONNECTION OF UTILITY SERVICES

- 1. If utility services have been discontinued for any of the reasons covered by Section 13, “Discontinuance of Service,” the City shall have two working days to reconnect the customer’s service after the conditions causing discontinuance have been corrected.
- 2. If utilities have been discontinued because of improper use, or if in the City’s opinion its meters or lines or other apparatus have been tampered with, the City may refuse to reconnect the customer’s service until the customer has done the following:
 - A. Paid all utility charges currently owed.

- B. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by metering devices and not previously paid for, plus a special reconnection charge (*see Schedule of Fees and Charges*), plus any actual cost for damages to City apparatus.
 - C. Made such changes in lines or equipment as may, in the opinion of the City, be proper for the City’s protection.
 - D. Achieved compliance with Ordinances or regulations on utility use when disconnected for violation thereof.
3. If utility service has been discontinued by the City at the request of any public authority having jurisdiction, the customer’s service will not be reconnected until authorization to do so has been obtained from the public authority.
 4. When it becomes necessary for the City to discontinue utility service for any reason, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Applicable reconnect charges are summarized in the Schedule of Fees and Charges. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must also be paid before service will be restored.
 5. In the event the customer’s premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer’s control, causing a complete cessation of the use of service, upon written notice by the customer to the City within 30 days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise, the agreement for service shall immediately terminate.

SECTION 15. REVIEW PROCESS

1. Any customer who believes an error has been made in an account balance or the amount of a bill shall be able to appeal a decision, based on the following order of sequence:

First Review:	To the Customer Service Representative.
Second Review:	To the Customer Service Supervisor.
Third Review:	A scheduled appointment with the Director of Finance.
Final Review:	A written request to the City Manager or Director of Finance.

2. The City Manager or his/her designee may establish payment arrangements or provide a waiver of penalties for cases of billing error resulting from improperly programmed computers, malfunctioning meters, where proper notice was not given, procedures were

not followed by City employees, or any other similar errors not caused by the fault of the customer.

SECTION 16. RESPONSIBILITIES WITH REGARD TO PROVISION OF SERVICES

1. The customer shall be responsible at all times for the safekeeping of all City property installed on the customer's premises, and to that end, shall give no one except authorized City employees access to such property.
2. The customer shall be liable for the cost of repairs or damage to the City property on the customer's premises resulting from the negligence or misuse by other than City employees.
3. Utilities are supplied by the City and purchased by the customer upon the express condition that once utilities pass the delivery point they become the property of the customer to be used only as herein provided. The City shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of said utility after it passes the delivery point or for any loss or damage resulting from the presence, character or condition of the lines, or equipment of the customer, or for the inspection or repair thereof.
4. The City agrees to use reasonable diligence in providing for regular and uninterrupted utilities services. The City shall in no case be liable to any customer for any defect in quality, quantity, pressure, interruption or the discontinuance of any of these utility services in the event of any natural disaster, strike, accident, adverse legal proceeding or action, act of God, or other circumstances beyond the control of the City.
5. The customer shall be responsible for the maintenance and repair of the customer's lines and equipment. Should the customer report trouble with the supply of utilities, the City will respond to such call with the purpose only of correcting such trouble as may be in the City's equipment supplying the customer. If the trouble appears to be in the customer's line or appliances, the City's employees may, if requested by the customer, make such inspection of the customer's lines or equipment as the City's employees are prepared to make, but any inspection of the customer's lines or equipment by the City's employees is made upon the express condition that the customer assumes the entire and sole risk, liability and responsibility for all acts, omissions and negligence of the City's employees. The City retains all responsibility only with respect to the action of its employees in connection with property owned by the City.

SECTION 17. PRIVACY OF BILLING DATA POLICY

All billing data is the property of the City of Monroe.

1. Commercial Accounts

Billing and account information will not be disclosed to the media, other businesses, agency or individuals without the expressed written consent of the individual business account holder on a form provided authorizing the City to release the information.

2. Residential Accounts

Billing and account information will not be given to the media, business, agency or individual not included on the account without the expressed written permission of the account holder on a form provided authorizing the City to release the information. Current billing information may be released (without any account history) when it is deemed in the best interest of the city and the individual account holder in order to aid the account holder in paying the current bill.

Information may be shared at the discretion of the city with another governmental agency that is included under the limitation of the privacy legislation and any information shared shall be used solely for the benefit of said agency and upon written consent that all information provided shall not be disclosed to any other individual or entity.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: January 6, 2026
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Darwin De Los Santos, General Manager of Engineering
SUBJECT: Purchase of Two (2) 145kV Transmission Line Circuit Breakers

SUMMARY STATEMENT

Energy Services Staff requests Public Enterprise Committee to consider approving the purchase of two (2) GE Vernova 145kV transmission line breakers from Wesco.

REVIEW

On September 9th, 2025 City Council approved the purchase of two (2) 145 kV transmission line breakers from GE Vernova. The manufacturer of the equipment required the City to agree to tariff language terms that would violate pre-audit requirements set forth in NC G.S. 159-28(a).

Alternatively, Energy Services staff proposes that the GE Transmission line breakers be purchased through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified equipment providing competitive pricing as well as meeting statutory requirements. The vendor (Wesco) and Sourcewell have entered into an agreement (Contract # 091422) for the procurement of said breakers. Wesco has provided a quote to the City for the two (2) required transmission line breakers that meets the requirements of the Sourcewell Contract and is not subject to tariff language terms. The quote breakdown is as follows:

145 kV GE Vernova DT1-145 Line Breaker - \$153,194 per unit – Quantity (2) -- \$306,388.00
Shipping----- \$3,480 per unit – Quantity (2) -----\$6,960.00
Taxes-----\$21,150.99 total – Quantity (1) ---- \$21,150.99
Grand total----- \$334,498.99

RECOMMENDATION

Energy Services staff requests the Public Enterprise Committee approve sending this request to City Council for consideration and approval for purchase of two (2) 145kV GE Vernova DT1-145 transmission line breakers in the amount of \$334,498.99 through Sourcewell's Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account. Energy Services Staff requests that this item is placed on the City Council consent agenda.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: January 6, 2026

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

PREPARED BY: Jason Jarrett, Water Resources Engineering Manager

SUBJECT: NCDOT Utility Construction Request:
• NCDOT WBS Project 51524

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider a Utility Construction Request (UCR) for utility relocation of existing water and sewer facilities at the intersections of Morgan Mill Road / Sutherland Avenue and Morgan Mill Road / Olive Branch Road in coordination with an NCDOT improvement project.

REVIEW

The NCDOT is in the design and right-of-way acquisition phase of their WBS Project 51524, which involves intersection improvements at the intersections of Morgan Mill Road / Sutherland Avenue and Morgan Mill Road / Olive Branch Road. As part of the NCDOT road improvement project, several City of Monroe water and sewer facilities will be impacted and will require relocation. The Let Date is anticipated for June, 2027.

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

Currently, according to NCDOT policy, municipalities with utilities encroaching in an NCDOT right-of-way are required to pay a portion of the cost for relocation of the utilities. This portion is based upon population. The City of Monroe, with a population below 50,000 would need to pay 25% of the relocation cost. Once population reaches 50,000 the percentage increases to 50%.

The Utility Construction Request (UCR) is the document produced by NCDOT to allow for government bodies to request such coordination. A copy of this document has been completed and accompanies this Staff Report. Once the plans are finalized and the NCDOT has generated an estimate of cost, an agreement will be executed between the NCDOT and the City of Monroe. This agreement will include an estimated cost, with final cost being based upon actual cost of engineering, right-of-way acquisition and construction. Funding will be appropriated at the time of the agreement.

RECOMMENDATION

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

Staff recommends authorization for the City Manager to sign the Utility Construction Request and recommends forwarding to City Council for consideration on the January 13, 2026 consent agenda.

Attachments:

NCDOT Utility Construction Request – Project WBS 51524

NCDOT UTILITY CONSTRUCTION REQUEST

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

TO: *Name & Title* _____
NCDOT Utility Representative

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

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

UTILITY RELOCATION DESIGN

Check the applicable box below:

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

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

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

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

All designs shall be developed:

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

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

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

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

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

UTILITY BETTERMENT

Check the applicable box below:

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

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

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

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

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

Owner (officer/director)

[print] _____ [MUNICIPAL SEAL]

[signature] _____

[title] _____

Owner (witness)

[print] _____

[signature] _____

[title] _____

NCDOT

[print] _____

[signature] _____

[title] _____



STAFF REPORT

TO: Public Enterprise Committee
VIA: William M. Watson, City Manager
DATE: January 6, 2026
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Jason Jarrett, Water Resources Engineering Manager
SUBJECT: Town of Unionville Water and Wastewater Interlocal Renewal Agreement

SUMMARY STATEMENT

The PEC is requested to consider an Interlocal Renewal Agreement with the Town of Unionville for considering outside city water and sewer service requests for land parcels located in Unionville town limits.

REVIEW

Water Resources Department Staff occasionally receives requests for water and sewer service from parcels located outside the city of Monroe limits that are not good candidates for voluntary annexation. All such requests requires both City Council and Union County Board of Commissioner approval pursuant to City Ordinances and the Water and Sewer Master Agreement with Union County. These requests are limited to locations where the city has existing water and/or sewer infrastructure.

The original Town of Unionville Interlocal Agreement was entered upon on or about January 2020 and was valid for five (5) years, expiring on or about January 2025. The Renewal Agreement will be effective for a period of ten (10) years.

Outside city water and sewer customers pay double tap fees and double monthly customer base charges on their city accounts.

RECOMMENDATION

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

Staff recommends forwarding the Town of Unionville Interlocal Renewal Agreement to City Council for consideration on the January 13, 2026 consent agenda.

Attachments:

Unionville Interlocal Renewal Agreement

STATE OF NORTH CAROLINA)
UNION COUNTY)

WATER AND WASTEWATER INTERLOCAL RENEWAL AGREEMENT

THIS RENEWAL AGREEMENT is made and entered as of the latest date of the signatures set forth below (“Effective Date”), by and between the Town of Unionville, a North Carolina municipal corporation (“Town”) and the City of Monroe, a North Carolina municipal corporation (“City”). Town and City shall be collectively referred to herein as the “Parties.”

RECITALS:

WHEREAS, on or about January 2020, the Parties entered into a Water and Wastewater Interlocal Agreement (“Agreement”) whereby the Parties set out a procedure for approvals for the City to provide water and sewer utility services to properties located within the jurisdiction of the Town; and

WHEREAS, the term of the Agreement was for five years beginning upon execution, and based upon its terms, the Agreement expires on or about January 2025; and

WHEREAS, the Parties desire to renew and extend the Agreement upon the same terms and conditions set out in the original Agreement.

WITNESSETH:

NOW, THEREFORE, subject to and for and in consideration of the terms, covenants and provisions set forth herein below, and the preambulatory recitals set forth herein above, Town and City agree and resolve to renew and extend the Water and Wastewater Interlocal Agreement between the Parties upon the same terms and conditions set out in the original Agreement, a copy of which is attached hereto. The renewed term of the Agreement shall be for a period of ten (10) years beginning on the Effective Date as defined above.

IN WITNESS WHEREOF, Town and City, acting under authority of their respective governing bodies, have caused this Agreement to be duly executed as of the latest date set forth below.

ATTEST:

BY: Melody S. Braswell
Melody Braswell, Deputy Clerk

TOWN OF UNIONVILLE :

BY: Randy R. Duncan

Date: 12/15/25

ATTEST:

CITY OF MONROE:

BY: _____
Bridgette Robinson, City Clerk

BY: _____

Date: _____



January 30, 2020

Town of Unionville
Attn: Sonya W. Gaddy
1102 Unionville Church Rd.
Monroe, NC 28110

Re: Water and Wastewater Interlocal Agreement

Dear Ms. Gaddy:

Enclosed please find a fully executed copy of the above referenced agreement between the City of Monroe and Town of Unionville signed by Mayor Bobby Kilgore.

Please feel free to contact me at (704) 282-4624 if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Russell Colbath', written over a horizontal line.

Russell Colbath, PE
Water Resources Director

Enclosure

STATE OF NORTH CAROLINA
COUNTY OF UNION

WATER AND WASTEWATER INTERLOCAL AGREEMENT

This AGREEMENT, made and entered into by and between TOWN OF UNIONVILLE, a municipal corporation of the State of North Carolina, hereinafter referred to as "Unionville", and the CITY OF MONROE, a municipal corporation of the State of North Carolina, hereinafter referred to as "Monroe";

WITNESSETH

WHEREAS, Monroe operates water and wastewater systems for the good of their customers and citizens; and

WHEREAS, Union County owns water and wastewater systems for the good of their customers and citizens; and

WHEREAS, Monroe, maintains an interlocal agreement (ILA) with Union County requiring Monroe gain approval from the Union County Board of Commissioners to provide water or wastewater service, directly or indirectly, outside the city limits of the City of Monroe; and

WHEREAS, Unionville does not operate a water supply or wastewater system; and

WHEREAS, on occasion Monroe receives requests for water and/or wastewater service from properties located in the Unionville corporate limits; and

WHEREAS, Monroe desires to be a good neighbor and work cooperatively with surrounding municipal and county jurisdictions; while complying with the terms and conditions of the Union County ILA; and

WHEREAS, Monroe and Unionville are authorized by Article 20, of Chapter 160A of the North Carolina General Statutes to enter into interlocal agreements.

NOW, THEREFORE, Unionville and Monroe hereby agrees as follows:

SERVICE FEASIBILITY EVALUATION

- A. The ILA between Monroe and Union County will serve as the method for processing requests for Monroe to provide water or wastewater service to properties in the Unionville corporate limits.

- B. Any request for Monroe to provide water and/or wastewater service to any property located in the corporate limits of Unionville, shall be subject to the following:
1. Monroe City Council approval
 2. Union County Board of Commissioners approval.
 3. All terms and conditions contained in City of Monroe Ordinances, Policies, Procedures, Standard Details and Specifications, and any other relevant requirement.
- C. The following process shall be used to evaluate requests for Monroe to provide water and/or wastewater service to any property located in the corporate limits of Unionville,
1. All requests shall be in writing from the property owner to the Monroe Water Resources Director. Before the property owner makes such a request, the property owner must contact Union County Public Works and be informed that Union County Public Works does not currently have the ability to serve the property owner's proposed service address.
 2. Each request will identify all relevant information needed to evaluate service feasibility (parcel number, type of use, existing home, new home, commercial development, etc.) including a site plan. Monroe reserves the right to deny any service request based on their best interest and sole discretion.
 3. Monroe staff will evaluate the feasibility of the request and submit the findings to the requesting party, with copy to the Unionville Mayor, Monroe City Manager, and Union County Public Works Director.
 4. The Union County Public Works Director will notify the property owner and Monroe staff if he/she intends to seek Union County Board of Commissioners approval, and the timing of such action.
 5. Upon receiving written notification that the Union County Board of Commissioners have granted approval of the service request, Monroe staff will present the request for outside city service to Monroe City Council for consideration and notify the property owner, Union County, and Unionville of the action taken by the City Council.
 6. If approved, Monroe staff will advise the property owner of all requirements, fees, etc. needed to initiate the service process.
 7. Upon payment of fees and meeting all other requirements, Monroe will initiate a work order to install the appropriate service connections. The applicant will be required to obtain all building and/or plumbing permits, easements, and is responsible for the cost and installation of their private piping to connect to the public service.
 8. Monroe will set up and begin billing the account based on the service provided.

COVENANTS, REPRESENTATIONS, AND WARRANTIES

Authority

Monroe and Unionville each represents and warrants that it is duly organized as a public, corporate and political body formed in accordance with applicable law, and that it has all the power and authority required to enter into this Agreement, to perform its obligations hereunder and to make the representations and warranties contained herein.

Term of Agreement

The term of this agreement shall be 5 years from the date of execution and can be renewed by mutual agreement of the City of Monroe Council and the Unionville Town Council. This Agreement may be terminated by either party upon 90 days' written notice.

MISCELLANEOUS PROVISIONS

Force Majeure

In case any party to this Agreement by reason of force majeure shall be rendered unable wholly or in part to carry out its obligations under this Agreement, then if such party shall give notice and full particulars of such force majeure in writing to the other party within five (5) days of the existence of such force majeure, the obligation of the party giving notice so far as it is affected by such force majeure shall be suspended during the continuance of the inability they claimed, but for no longer period, and any such party shall be required to resume performance of its obligation under this Agreement upon the termination of the aforementioned force majeure; provided, however, the party unable to perform shall use its best efforts and act in good faith to avoid or overcome the impediment. No force majeure which renders any of the parties unable to perform under this Agreement shall relieve a party hereto of its obligation to make payments for wastewater service or water supply as defined herein.

Default Defined

"Default" means any material breach or failure to perform any material obligation of this Agreement by Monroe or Unionville.

Notice to Cure

Upon an event of default as defined above, the non-defaulting party shall notify the defaulting party that it has thirty (30) days after receipt of notice of default within which to cure the default to the satisfaction of the non-defaulting party. Termination of this Agreement under the conditions defined herein shall be an available remedy for failure to cure the default.

Duty to Mitigate

The non-defaulting party shall have the affirmative duty to use best efforts to minimize any losses or damages as a result of any default hereunder.

Dispute Resolution

In the event of default or a major dispute between the parties and prior to either party filing a legal action regarding a matter involving this Agreement, both parties agree to participate in mediation to resolve the default or dispute. The parties expressly agree to submit to non-binding mediation which shall be conducted pursuant to the Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions as adopted and revised periodically.

Remedies

In the event of a default, the non-defaulting party, after the exhaustion of the initial procedure for the resolution of disputes as set forth above, may seek any form of declaratory relief, the right to sue for specific performance of the obligation, in a court of competent jurisdiction and may seek both a temporary and permanent mandatory or prohibitory injunction, requiring performance or some other action by the defaulting party or a temporary or permanent order restraining the defaulting party. In addition, and as a part of the same proceeding, if prevailing, the non-defaulting party may recover reasonable attorney's fees incurred in such proceeding and may recover for the actual loss of any net revenues from its water distribution system or wastewater collection system during the period of default caused by the failure of performance under this Agreement. In no event shall any non-defaulting party be entitled to sue for or recover any consequential or punitive damages. Declaratory relief, specific performance, injunctive relief, an action for damages, and/or an action for loss of net revenues, including reasonable attorney's fees, shall be the sole remedies of the non-defaulting party against any defaulting party hereunder.

In addition to the foregoing, the Parties hereto expressly agree that the material terms of this Agreement are the proper subject matter to be enforced by specific performance. The Parties stipulate and represent that such terms are certain, for valuable consideration, are fair and just, capable of being enforced without hardship to either Party, and an adequate remedy at law is unavailable. Due to the unique nature of the subject matter of this Agreement regarding supplying wastewater treatment services, water and water treatment services to its customers and the potential harmful impacts on the public associated with failure to provide such services, the Parties stipulate and agree that typical remedies at law are an inadequate remedy for the failure of either Party to perform as provided herein, and either Party may seek and a court may award specific performance to enforce the material terms of this Agreement.

Regulatory Bodies

Monroe and Unionville through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through their respective constitutions and laws of the

State of North Carolina. No joint agency is established by this Agreement. This Agreement shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, and the State of North Carolina, and any governmental body or agency having lawful jurisdiction, or any authorized representative or agents of any of them; provided, however, that this clause shall not be construed as waiving the right of any party hereto to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.

Change of Law

The terms and conditions of this Agreement and the mutual covenants made between Monroe and Unionville herein are based upon existing law as of the date of this Agreement. All terms and conditions contained herein are intended to be absolute conditions hereof and are agreed to by Monroe and Unionville. A change of law or regulation occurring after the date of execution of this Agreement which occasions a financial impact upon the facilities and/or their operation as defined herein, shall be justification for an amendment in the financial conditions of this Agreement commensurate with the costs actually incurred. Upon becoming aware of such a change in law or regulation, either party shall provide written notice to the other outlining the change and the financial impact. Under these conditions the parties shall negotiate in good faith to amend the financial conditions of the Agreement.

Notices

All notices provided for herein shall be in writing and shall be delivered either in person or by United States mail, certified, return receipt requested, postage pre-paid. Notices delivered or mailed to Monroe or Unionville shall be addressed to the principal office of each.

Monroe City Manager
City of Monroe
Post Office Box 69
Monroe, NC 28111-0069

Unionville Mayor
Unionville Town Hall
1102 Unionville Church Road.
Monroe, NC 28110

Any change in any address set forth above must be made in writing and delivered to Monroe and Unionville.

Severability and Waiver

If any part of this Agreement, for any reason, is declared invalid or void, such decision shall not affect the remaining portions of the Agreement which shall remain in full force and effect as if this Agreement had been executed with the invalid portion eliminated. However, if any provision which has been declared invalid or unenforceable shall be a provision that would prevent the continued operation of the respective water or wastewater facilities, then the parties hereby agree that they will in good faith renegotiate this Agreement. The renegotiated Agreement shall be upon substantially the same terms and conditions, with the exception of the provisions which have been declared invalid or unenforceable, and with respect to such provisions agree to substitute a substantially similar provision(s) which is (are) not invalid or

unenforceable. If any party to this Agreement decides not to enforce a provision of this Agreement, such decision in favor of non-enforcement shall not constitute a complete and full waiver of the right of that party in the future to enforce that provision of the Agreement in the event of any subsequent breach or failure to comply in full with that provision of the Agreement.

Non-Assignability

Except as hereinafter provided, neither Monroe nor Unionville may sell, transfer, assign or otherwise transfer or mortgage, hypothecate, or otherwise encumber or permit or suffer any encumbrance of all or any part of their interest in this Agreement unless approved in writing by both of them. Such approval shall not be unreasonably withheld. Any attempt to so transfer or encumber any such interest shall be void. Neither party may assign or delegate any of its duties nor obligations to a third party, without the express written consent of the other. Any change, amendment or modification to this Agreement must be in writing and fully executed by Monroe and Unionville in order to be valid and enforceable.

Notwithstanding the foregoing, either party may transfer their interest in this Agreement without approval to a water and sewer authority established pursuant to Chapter 162A of the North Carolina General Statutes duly composed, similarly authorized, and equally capable of financing and operating a water and sewer utility at the same level of competency as the parties hereto. In the event such water and sewer authority assumes any of the rights and/or obligations contained herein, said authority and any remaining parties hereto shall negotiate in good faith using all due diligence to amend and implement any necessary terms and any exhibits attached hereto of this Agreement.

Entire Agreement

This Agreement shall constitute the entire and final agreement and understanding between Monroe and Unionville, and shall supersede all prior or contemporaneous agreements, understandings and discussions between the parties.

Authority to Bind

The undersigned, on behalf of the parties of this Agreement, by their signatures, purport to bind, covenant, represent and warrant that they have the authority of their principal to bind it to the terms, covenants and conditions of this Agreement.

Successors and Assigns

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

Amendments to Agreement

This Agreement shall be amended only by a document in writing, approved by the City Council of the City of Monroe and the Town Council of the Town of Unionville, and executed in accordance with applicable law.

IN WITNESS WHEREOF the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

Attest:

CITY OF MONROE

BRINDLE JE ROBINSON
City Clerk
(Seal)

By: Billy S. Helzer
Mayor



Attest:

TOWN OF UNIONVILLE

Sharon H. Gaddy
Town of Unionville Clerk
(Seal)

By: Randy R. Dawson
Mayor





STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: January 6, 2026
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Robert Miller, General Manager of Energy Services and Water Resources
SUBJECT: City of Monroe - Water Supply Update

SUMMARY STATEMENT

Staff will provide an update on the City’s Water Supply and upcoming review.

REVIEW

Staff will provide an update on the project activities and schedule.

RECOMMENDATION

This item will be provided as information only.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: January 6, 2026
FROM: Lisa Strickland, Finance Director
PREPARED BY: Jay Voyles, Deputy General Manager of Energy Services and Water Resources
SUBJECT: Budget Ordinance BO 2026-05

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider approving Budget Ordinance BO 2026-05, to appropriate funding from Water Resources towards contract street paving efforts.

REVIEW

The Department of Water Resources has completed the water line replacement project in the Curtis Street area and has temporarily patched all utility cuts within the affected roadways. As part of this project, Water Resources is required to perform substantial pavement restoration where utility work disturbed the roadway.

In coordination with the Engineering Department, staff evaluated options for completing the required paving and determined that a coordinated approach would provide the best outcome. Due to the existing pavement condition of the streets within the project area, even prior to the utility work, staff recommends pooling resources so that the City’s street paving contractor can resurface the full width of the roadway at one time. This approach avoids partial paving by multiple contractors at different times, improves roadway uniformity, and results in overall cost savings.

The proposed budget ordinance appropriates \$77,000 from the Water Resources capital project WR2402 Water Main Replacement/Rehabilitation to RD2501 Contract Street Paving. This amount represents Water Resources’ proportional share of the paving work associated with this project.

RECOMMENDATION

Finance Staff recommends that the Public Enterprise Committee approve sending this to City Council for approval of BO 2026-05. Staff requests that this item is placed on the January 13th, 2026 City Council Consent Agenda

**CAPITAL PROJECT BUDGET ORDINANCE
CONTRACT RESURFACING PROJECT
BO-2026-05**

WHEREAS, the Water Resources Department has completed the water line replacement project in the Curtis Street area; and,

WHEREAS, substantial pavement restoration work is needed where the roadway was disturbed; and,

WHEREAS, a coordinated approach with the City’s Engineering Department is being used to facilitate the paving restoration; and,

WHEREAS, the paving restoration work can be included in the paving contract for fiscal year 2026 and funding can be transferred from the Water Main Replacement/Rehabilitation project in the amount of \$77,000 to cover this expense.

NOW, THEREFORE, BE IT ORDAINED that the City Council hereby transfers funding for Curtis Street to the Contract Resurfacing Project and appropriates the following revenues and expenditures:

Water/Sewer Project Fund:

Expense:

Project Construction WR2402	(\$77,000)
Transfer to General Capital Project Fund WR2402	\$77,000

General Capital Project Fund:

Revenue:

Transfer from Water/Sewer Project Fund RD2501	\$77,000
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Expense:

Contract Resurfacing Project RD2501	\$77,000
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BE IT FURTHER ORDAINED that an amendment to the Water/Sewer Project Fund Budget for FY 2025-26 is approved to transfer funding to the General Capital Project Fund for the Contract Resurfacing Project in the amount of \$77,000.

Adopted this 13th day of January, 2026.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk