

Mount Pleasant

North Carolina

Founded in 1848

**Town of Mt. Pleasant
Regular Board Meeting
Monday, August 14, 2023
6:00 PM- Town Hall Commissioners Room**

Call to Order- Mayor Del Eudy
Invocation- Pastor Earl Bradshaw Mount Pleasant Methodist Church
Pledge of Allegiance- Mayor Del Eudy

1. Public Forum

(Please limit comments to 3 minutes or less)

2. Conflict of Interest

The Mayor and Commissioners are asked at this time to reveal if they have a Conflict of Interest with any item on the Agenda in order to be recused for that item.

(No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or 160D-109(a). NC State Statute 160A-75 and no public official shall knowingly participate in making or administering a contract, including the award of money in the form of a grant, loan, or other appropriation, with any nonprofit with which that public official is associated. NC State Statute 14-234.3)

3. Approve Agenda (Pages 1-2)

4. Consent Agenda (Pages 3-15)

- A. Minutes July 10, 2023 (pages 3- 6)
- B. Budget Amendment #2 Handrails for McAllister Field Bleachers (page 7)
- C. Resolution By Governing Body of Recipient for \$150,000 grant for Drinking Water AIA grant. (pages 8-14)
- D. Budget Amendment #19 Transfer Streets & Infrastructure Funds (page 15)

5. Staff Reports (Pages 16-39)

- A. Town Manager-Randy Holloway (page 16)
- B. Town Asst. Manager-Crystal Smith (page 17)
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 18-23)
- D. Planning & Economic Development Director - Erin Burris (pages 24-28)
- E. Code Enforcement/Grant Writer- Jim Sells (pages 29-32)
- F. Public Works- Daniel Crowell (page 33)
- G. Cabarrus Co. Sheriff's Dept. (pages 34-38)
- H. Fire Dept.- Dustin Sneed (page 39)

6. Public Hearings (Pages 40-77)

- A. Exchanging Town property for private property for Economic Development purposes. (pages 40-55)
- B. Preservation NC for Henderson/Barrier home at 1431 N Main St. (pages 56-67)
- C. Abandonment of Right-of-Way (Sneed) (pages 68-77)

7. Old Business (Pages 78-81)

- A. Continue discussion on candy being thrown out at parades. (page 78)

8590 Park Drive : PO Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704-436-9800

Website: www.mtpleasantnc.org Email: townhall@mtpleasantnc.us

B. Consider renderings of Park Drive signs. (pages 79-81)

8. New Business (Pages 82-97)

A. Consider awarding BRS, Inc. the construction contract for the USDA project. (pages 82-84)

B. Consider approving the FY23/24 engineering contract with LE Wooten & Company to cover 2 days per week and the associated Budget Amendment. (pages 85-95)

C. Consider approving a Budget Amendment to up-fit the newly renovated Fire Station (pages 96-97)

9. Adjournment

*All agenda items and attachments are considered public record.
If you would like to obtain or view copies of the attachments or minutes from the Board's meetings, please contact Town Hall Monday-Friday 8:00am-4:30pm.*

Hard copies are \$.10 per page.

Closed Session minutes are unavailable until released by the Board and/or the Town Attorney.

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**Town of Mt. Pleasant
Board of Commissioners
Town Board Meeting Minutes
Monday, July 10, 2023 at 6:00 P.M.**

Attendance: Mayor Del Eudy
Mayor Pro-Tem/Commissioner Lori Furr
Commissioner Chris Carter
Commissioner William Meadows (absent-excused)
Commissioner Justin Simpson (arrived at 6:06pm)
Commissioner Steven Dixon
Town Administrator Randy Holloway
Town Attorney John Scarbrough
Town Clerk Amy Schueneman

Also Present: Erin Burris, Crystal Smith, Deputy CA Camille, Ally Schueneman, Deputy TB Canaday, Rita Gilmore, Nick Newman, and Mike Steiner.

CALL TO ORDER

Mayor Eudy called the meeting to order.

INVOCATION

Pastor Nick Newman of Propel Church led the Board in prayer.

PLEDGE OF ALLEGIANCE

Mayor Eudy led the Pledge of Allegiance.

Mayor Eudy asked for a motion to excuse Commissioner Meadows from the meeting, since he is out of the country.

A motion to excuse Commissioner Meadows was made by Commissioner Furr with a second by Commissioner Carter. All Board Members were in favor. (3-0, Commissioner Meadows excused, Commissioner Simpson arrived later)

1. Public Forum

No one spoke.

2. Conflict of Interest

The Mayor and Commissioners are asked at this time to reveal if they have a Conflict of Interest with any item on the Agenda in order to be recused for that item.

(No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or 160D-109(a). NC State Statute 160A-75 and no public official shall knowingly participate in making or administering a contract, including the award of money in the form of a grant, loan, or other appropriation, with any nonprofit with which that public official is associated. NC State Statute 14-234.3)

No one had a conflict.

8590 Park Drive : PO Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704-436-9800

Website: www.mtpleasantnc.org **Email:** townhall@mtpleasantnc.us

3. Approve Agenda

Mayor Eudy added an item to the Agenda under New Business:

Add on : New Business D.-Resolution to Abandon Right-of-Way (Sneed)

The Closed Session was removed from the Agenda.

A motion to approve the amended Agenda as presented was made by Commissioner Furr with a second by Commissioner Carter. All Board Members were in favor. (3-0, Commissioner Meadows excused, Commissioner Simpson arrived later)

4. Consent Agenda

- A. Minutes June 12, 2023
- B. Minutes June 22, 2023
- C. FY 22/23 Budget Amendment #16 Year End Transactions #2
- D. FY 22/23 Budget Amendment #17 Powell Bill Revenue Correction
- E. FY 22/23 Budget Amendment #18 Future Retiree Insurance

Commissioner Furr made a motion to approve the Consent Agenda as listed with a second by Commissioner Carter. All Board Members were in favor. (3-0, Commissioner Meadows excused, Commissioner Simpson arrived later)

5. Staff Reports

- A. Town Manager-Randy Holloway
- B. Town Asst. Manager-Crystal Smith
- C. Town Clerk/Finance Officer - Amy Schueneman
- D. Planning & Economic Development Director - Erin Burris
- E. Code Enforcement/Grant Writer- Jim Sells
- F. Public Works- Daniel Crowell
- G. Cabarrus Co. Sheriff's Dept. Report
- H. Fire Department-Dustin Sneed

6. Public Hearings

- A. Preservation NC Henderson/Barrier house at 1431 N. Main St. (to be postponed until August 14th)**

A motion to postpone the Public Hearing on the Henderson/Barrier house until the August 14th meeting was made by Commissioner Furr with a second by Commissioner Carter. All Board Members were in favor. (3-0, Commissioner Meadows excused, Commissioner Simpson arrived later)

7. Old Business

None

*Commissioner Simpson arrived at 6:06pm before items for New Business began.

8. New Business

- A. Discuss candy being thrown out at parades**

Mayor Eudy asked the Board to think about candy at the parades and discuss with friends and neighbors. The Town receives a lot of complaints about kids rushing towards the vehicles to get candy. Concord has stopped throwing candy; walkers can hand it out though. The next parade is not until December but start thinking about it.

Commissioner Carter mentioned that he has been asked about changing the route back to the old way since it is currently all uphill for the walkers.

Mayor Eudy also requested Town Staff look at using drones for fireworks like he saw in Lakewood, Colorado for July 4th. Drones have come a long way and can do more things. One hovered with messages overnight thanking sponsors and welcoming people to Lakewood.

B. Resolution making a preliminary determination to issue Town revenue bonds in an estimated amount of \$4,500,000 for the USDA sewer project and supporting an application to the Local Government Commission

Amy Schueneman reported that Town Staff was working on the USDA loan for the Empire Drive Pump Station. The Bond Attorney, Bob Jessup, is helping staff with the paperwork and the Resolution is the start of the process to borrow funds for the project. The estimated amount is \$4,500,000 for 40 years.

A motion to approve the Resolution to borrow money from the USDA for the sewer project in the estimated amount of \$4,500,000 was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (4-0, Commissioner Meadows excused)

Town Manager Randy Holloway mentioned when on a Zoom call with staff, bond council, and the LGC concerning the USDA loan, the LGC bragged on the staff for how well prepared they were and that the Board had already adopted a fee schedule in preparation for paying back the loan. Most small towns in their experience do not do anything until afterwards since they are running way behind. Staff has been working on this for 3 years.

C. Consider setting a Public Hearing date for the purpose of exchanging Town property for private property for Economic Development purposes.

Randy Holloway reminded the Board that a discussion had taken place about putting the Town's "gravel lot" (1473 S. Main Street) up for sale or trade it and possibly acquire the property behind Buddy's Place (1470 S. Main Street) for additional Town parking. Both have been appraised. He asked for the Board to consider setting a Public Hearing for the August 14th meeting.

Erin Burris wanted to have the Board consider retaining some sort of easement for design and public parking on that site.

A motion to set the Public Hearing date for the purpose of exchanging Town property for a private property for Economic Development purposes for August 14th was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (4-0, Commissioner Meadows excused)

ADD ON: D. Resolution to Abandon Right-of-Way (Sneed)

Erin Burris received a petition from Susanne Sneed to abandon a 205' portion of right-of-way on McAllister Ave. McAllister Ave. is a gravel road off North Dr. (The 205' she is asking to be abandoned under State Statute 160A-299 has never been improved. Part is a driveway that she uses to get into the property but has never been used for a roadway. Following statute 160A-299 procedures, the first step is to adopt a resolution with the intent to abandon and the Public Hearing would be held August 14th. All connecting property owners will be notified.

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Resolution By Governing Body of Recipient

Project No. AIA-D-ARP-0140

Whereas, the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

Whereas, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$150,000 to perform an Asset Inventory and Assessment study detailed in the submitted application, and

Whereas, the Town of Mount Pleasant intends to perform said project in accordance with the agreed scope of work.

Now, therefore, be it resolved by the Board of Commissioners of the Town of Mount Pleasant:

That the Town of Mount Pleasant does hereby accept the American Rescue Plan (ARP) offer of \$150,000.

That the Town of Mount Pleasant does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Terry R Holloway, Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 14th day of August 2023 at Mount Pleasant, North Carolina.

Del Eudy, Mayor

SEAL

Amy Schueneman, Town Clerk

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

SHADI ESKAF
Director



NORTH CAROLINA
Environmental Quality

July 24, 2023

Randy Holloway, Town Manager
Town of Mount Pleasant
8700 Foil Street
Mount Pleasant, NC 28124

SUBJECT: Offer & Acceptance for American Rescue
Plan Funding
Town of Mount Pleasant
Drinking Water AIA
Project No. AIA-D-ARP-0140
UEID No. X5DKHDA7VP74

Dear Mr. Holloway:

The Town of Mount Pleasant has been approved for American Rescue Plan (ARP) funding from the State Fiscal Recovery Fund in the amount of **\$150,000** for an Asset Inventory and Assessment (AIA) study. Projects funded from the State Fiscal Recovery Funds established in S.L. 2021-180/S.L. 2022-74 must meet applicable federal law and guidance for the ARP funds.

Enclosed are two (2) copies of an offer-and-acceptance document, extending ARP funding in the amount of \$150,000. This offer is made by the Division of Water Infrastructure (DWI), subject to the assurances and conditions set forth in the enclosed offer-and-acceptance document. Funds will not be disbursed unless this offer is accepted.

Upon your acceptance, please submit the following items to Pam Whitley, via email at Pam.Whitley@deq.nc.gov, or via mail at Division of Water Infrastructure (DWI), 1633 Mail Service Center, Raleigh, North Carolina 27699-1633:

1. One (1) copy of the original offer-and-acceptance document, executed by the Authorized Representative for the project, along with the signed "Standard Conditions and Assurances" for ARP Projects. **Please retain the second copy for your files.**
2. A resolution (sample copy attached), adopted by the governing body, accepting the offer, and making the applicable assurances contained therein.
3. Sales Tax Certification, if applicable (attached).



4. ARPA Engineering Services Procurement Certification (attached).
5. One (1) copy of all executed service agreements and/or contracts.

All work associated with this project must be completed within 24 months of the date of this letter.

Once the subject project has commenced, the enclosed "reimbursement request form" must be completed and submitted with all reimbursement requests. You are free to reproduce this form should additional copies be needed. Additional information and template forms can be found on DWI's website under the "I Have Funding – Construction and Reimbursement" page. Reimbursement requests should be sent to Christyn Fertenbaugh, PE, your Viable Utility Unit Project Manager, at the address noted.

As a reminder, a memorandum requesting your federal identification number was included with the Letter of Intent to Fund. You must complete and submit this no later than the time when you choose to submit your first request for reimbursement.

On behalf of the Department of Environmental Quality, I am pleased to extend this offer of ARP funds, made available by the North Carolina Fiscal Recovery Fund. Should you have any questions concerning this offer of funding, or any of the stipulations outlined in this offer package, please contact Christyn Fertenbaugh, PE at christyn.fertenbaugh@deq.nc.gov or 919-707-9174.

Sincerely,

DocuSigned by:
Victor D'Amato
52CD62E9DA6B44F...
Victor A. D'Amato, PE
Division of Water Infrastructure, NCDEQ

Enclosures: Offer-and-Acceptance Document (2 copies)
Resolution by Applicant's Governing Body to Accept an Offer of Funding
Sales-Tax Certification Form
ARPA Engineering Services Procurement Certification
Reimbursement Request Form

CC: Randy Holloway, Town Manager HollowayR@mtpleasantnc.us
Rob McIntyre, LKC Engineering Rob@LKCengineering.com
Jennifer House (via email)
DWI Administrative Unit (via email)
Christyn Fertenbaugh, PE (via email)
Matthew Rushing, EI (via email)
FILE: ARPA Project File (COM_LOX)



SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Town of Mount Pleasant

Project Number: AIA-D-ARP-0140

Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The project includes sales taxes related to the purchase of equipment or the provision of applicable services, and the unit of government will not request reimbursement from the DOR.

The project will not include sales taxes.

Terry R Holloway

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Mount Pleasant
8700 Foil Street
Mount Pleasant, NC 28124

Project Number: AIA-D-ARP-0140

Recipient's UEID#: X5DKHDA7VP74

Drinking Water <input checked="" type="checkbox"/>	Wastewater <input type="checkbox"/>	Both <input type="checkbox"/>	Total Grant Offered
Distressed <input type="checkbox"/>	Not Distressed <input checked="" type="checkbox"/>		
ARPA Training Grant	<input type="checkbox"/>		
ARPA Asset Inventory & Assessment Grant (AIA)	<input checked="" type="checkbox"/>		\$ 150,000
ARPA Merger/Regionalization Feasibility Grant (MRF)	<input type="checkbox"/>		

Project Description:

Drinking Water AIA

Total Financial Assistance Offer: **\$ 150,000**

**ARP-funded projects are exempt from both the grant fee and match requirements.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

<small>DocuSigned by:</small> Victor D'Amato <small>52CD62E9DA6B44F...</small> Signature	Signed on behalf of Shadi Eskaf	7/24/2023 Date
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On Behalf of (Applicant):

Town of Mount Pleasant

Name of Representative in Resolution:

Randy Holloway

Title (Type or Print):

Town Manager

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

..... Signature Date
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STANDARD CONDITIONS FOR ARP GRANTS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's [Final Rule](#) for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the [SLFRF Compliance and Reporting Guidance](#) not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The Recipient shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants, and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the [SLFRF Compliance and Reporting Guidance](#) specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARP-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt Recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARP that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

STANDARD ASSURANCES FOR AIA GRANTS

1. The Recipient acknowledges that no disbursements will be made until applicable service agreements or contracts are submitted. The description of work listed on invoices must be included in the scope of work shown on the agreements or contracts.
2. The Recipient is responsible for paying for ineligible project costs as determined by the Division.
3. The Recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
4. All ARP funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the Recipient’s compliance with the Standard Conditions and Assurances of this Award. The Recipient agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute. Requests for reimbursement must be made using the Division’s reimbursement form.
5. All funds provided pursuant to North Carolina General Statute 159G must be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34, as amended. **The Recipient must expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.** Please note that the State is not a party to any contract(s) and the Recipient is expected to uphold its contract obligations regarding timely payment.
6. The Recipient must provide summaries of project progress every other month during the project or as otherwise directed by the Division.
7. The Recipient must provide a digital copy of the final report in a universally readable format. If a project includes updating or developing a GIS database or shapefiles, at a minimum the current utility service boundaries must be provided as a polygon shapefile, including any service gaps within the boundary.
8. The Recipient must provide an executive level summary of the work performed, any conclusions made, and the next steps to be taken as a result of this work.
9. The Recipient must provide approved minutes or a resolution confirming the final report has been presented to the recipient’s governing board.
10. A maximum of 95% of the grant will be paid prior to receipt of the documentation described in Standard Assurance Nos. 7, 8, and 9. After receipt of this documentation, the final reimbursement request will be processed.

Acknowledgement of Standard Conditions and Assurances

The Recipient hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature Date
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MEMORANDUM

To: Mayor and Town Board
From: Randy Holloway, Town Manager
Date: August 14, 2023
RE: Manager's report for July 2023

Please find listed below an update / overview for the month of July 2023

- Continued to participate in construction meetings with Town Staff and contractors doing the work for the renovations to the Fire Station.
- Continued working with Staff and LKC Engineering to prepare for the USDA project going to the North Carolina LGC for approval after the bids are opened in late July.
- Participated in the bid opening and bid review process to make a recommendation to the Board at the August 14 meeting.
- Continued working with Staff and Granite Sky to help develop the new Town web site.
- Continued working with Staff on the pay study.
- Continued working with Staff on the bleachers and handrails for the Park project.
- Attended the quarterly Cabarrus County Summit.
- Participated in numerous on-site meetings at the Fire Station to work out problems / last minute details to keep the project on schedule.
- Worked with the Public Works Staff to install the water tap at the new Helms home on South Main Street.
- Meet with the Town Engineer and several structural engineers to evaluate a potential problem with the pump station building at the raw water intake site on Dutch Buffalo Creek. We are waiting for a report back from the structural engineers.

ASSISTANT TOWN MANAGER'S REPORT

August 2023

To: Mayor & Commissioners

From: Crystal Smith, Assistant Town Administrator

Subject: Monthly Activities for July 2023

- Attended monthly Town Board Meeting
- New website training with Granite Sky
- USDA Zoom meeting with Bob Jessup
- Submitted yearly Powell Bill reports
- Health insurance migration zoom meeting to Aetna insurance
- Submitted yearly Worker's Comp self audit
- Monthly BCBS Health webinar
- Worked on USDA/LGC application
- Worked on Fall Festival
- Worked on Christmas Events

Respectfully submitted,



Crystal Whitley Smith
Assistant Town Manager

Financial Report as of July 31, 2023

	<u>Bank Acct Name</u>	<u>Balance</u>
<u>General Fund Accts</u>	General Checking	\$150,970.79
	General Fund MM at First Bank	\$937,187.09
	General Fund MM (NCCMT)	\$25,529.27
	General Fund 42% MM at First Bank	\$13,350.81
	General Fund 42% MM (NCCMT)	\$989,744.30
	Façade Grant	\$11,119.92
	Park Development (Uwharrie)	\$877.28
	Payroll Checking	\$112,854.58
	Powell Bill	\$46,714.20
	Retiree Insurance	\$27,568.29
	Sidewalk Escrow Hwy 49	\$6,305.63
	USDA- Payment Reserve	\$223,109.54
Water/Sewer accts	WS Checking	\$77,702.06
	WS Money Market	\$1,092,178.73
	WS Money Market (NCCMT)	\$25,529.27
	Debt Setoff (NCCMT)	\$1,012.69
	Dredging Fund (Uwharrie)	\$31,023.48
Capital Reserve Accts	Infrastructure & Streets	\$88,054.82
	Police Vehicles	\$56,664.82
Capital Projects	CMAQ Capital Project	\$127,538.44
	Municipal Complex & Park Imp	\$24,519.40
	SCIF funds	\$78,898.23
	USDA Capital Project	\$131,490.46
	State Funded-Sewer Project	\$503.78
	State Funded Water Projects	\$52,521.47
Fire Dept.	Fire & Rescue Relief Fund	\$36,355.90
	FD-Rado Reserves	\$21,760.21
	FD Capital Project	\$1,365,867.60
	FD Capital Reserve -Vehicles	\$61,947.78
	TOTAL	\$5,818,900.84

FY2023-2024		General Fund			
	<u>APPROVED</u>	<u>MONTH</u>	<u>YEAR</u>		
	<u>2023-2024</u>	<u>TO DATE</u>	<u>TO DATE</u>	<u>REMAINING</u>	<u>PERCENT</u>
		(Encumbered)			
Revenues	2,378,459.00		135,593.19	\$2,242,865.81	6%
Expenditures	2,378,459.00	25,746.28	146,686.26	\$2,206,026.46	7%
		Water Sewer Fund			
	<u>APPROVED</u>	<u>MONTH</u>	<u>YEAR</u>		
	<u>2023-2024</u>	<u>TO DATE</u>	<u>TO DATE</u>	<u>REMAINING</u>	<u>PERCENT</u>
		(Encumbered)			
Revenues	1,462,800.00		107,840.90	\$1,354,959.10	7%
Expenditures	1,462,800.00	55,894.54	113,232.55	\$1,293,672.91	12%

**TOWN OF MOUNT PLEASANT
COMPARISON BUDGET VS ACTUAL -July 2023**

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>DIFFERENCE</u>
GENERAL GOVERNMENT			
Town Hall	93,000.00	40,338.80	52,661.20
Governing Body	40,650.00	2,147.30	38,502.70
Admin	268,828.00	19,390.25	249,437.75
Planning & Zoning	177,890.00	8,260.05	169,629.95
	<hr/> 580,368.00	<hr/> 70,136.40	<hr/> 510,231.60
PUBLIC SAFETY			
Law Enforcement	162,993.00	50.00	162,943.00
Fire Department	745,135.00	41,833.70	703,301.30
	<hr/> 908,128.00	<hr/> 41,883.70	<hr/> 866,244.30
PUBLIC WORKS			
Operations Center	50,940.00	3,448.89	47,491.11
Streets	174,350.00	8,697.82	165,652.18
Sanitation	156,900.00	-	156,900.00
Buildings & Grounds	83,750.00	8,564.67	75,185.33
	<hr/> 465,940.00	<hr/> 20,711.38	<hr/> 445,228.62
CULTURE/REC	<hr/> 73,400.00	<hr/> 1,925.00	<hr/> 71,475.00
DEBT SERVICE			
Debt Service Principal	225,725.00	8,183.12	217,541.88
Debt Service Interest	124,898.00	3,846.66	121,051.34
	<hr/> 350,623.00	<hr/> 12,029.78	<hr/> 338,593.22
TOTAL	2,378,459.00	146,686.26	2,231,772.74
WATER/SEWER			
Admin	334,700.00	13,578.07	321,121.93
Operations Center	35,250.00	9,120.00	26,130.00
Water	179,500.00	32,219.72	147,280.28
Sewer	396,500.00	5,710.63	390,789.37
Water Treatment Plant	327,056.00	52,604.13	274,451.87
	<hr/> 1,273,006.00	<hr/> 113,232.55	<hr/> 1,159,773.45
DEBT SERVICE			
Debt Service Principal	167,284.00	-	167,284.00
Debt Service Interest	22,510.00	-	22,510.00
	<hr/> 189,794.00	<hr/> -	<hr/> 189,794.00
TOTAL	1,462,800.00	113,232.55	1,349,567.45
COMBINED	3,841,259.00	259,918.81	3,581,340.19

Municipal Complex & Park Improvement Project

<u>Date</u>	<u>To/From</u>	<u>check #</u>	<u>Amount</u>	<u>Reason</u>	<u>Balance</u>
8/26/2022	Loan from General Fund		\$100.00	To open Project Checking Acct	\$100.00
9/9/2022	Loan Proceeds from First Bank		\$1,200,000.00		\$1,200,100.00
9/9/2022	McGill Associates	1001	-\$5,800.00	Electrical services	\$1,194,300.00
9/9/2022	Bank Fee		-\$18.00	ACH fee for loan proceeds	\$1,194,282.00
9/19/2022	American Legion	1002	-\$3,500.00	Paid for HVAC unit they installed	\$1,190,782.00
9/19/2022	Homer Clay Electric	1003	-\$2,585.00	Electrical for Sr Center pump station	\$1,188,197.00
10/18/2022	McGill Associates	1004	-\$1,827.92	Construction Phase-Engineering cost	\$1,186,369.08
11/4/2022	Shiel Sexton Company	1005	-\$91,309.25	1st draw	\$1,095,059.83
11/4/2022	Repay General Fund for opening acct		-\$100.00	Repay General Fund loan	\$1,094,959.83
11/22/2022	McGill Associates	1006	-1822.08	Inv. 21.01701-16566	\$1,093,137.75
11/23/2022	To Pay back General Fund for Engin-		-\$71,650.00	Per Rick Driscoll	\$1,021,487.75
12/12/2022	Shiel Sexton Company	1007	-\$117,459.87	Inv. 22095-02	\$904,027.88
12/19/2022	McGill Associates	1008	-\$1,752.00	Inv #21.0170	\$902,275.88
1/17/2023	Duke Energy	1010	-\$7,635.46	Inv N4775893301-light post for walkway area	\$894,640.42
1/24/2023	McGill Associates	1011	-\$2,993.00	Inv. 21.01701-17043	\$891,647.42
1/31/2023	Shiel Sexton Company	1012	-\$88,151.50	Inv. 22095-03	\$803,495.92
2/16/2023	McGill Associates	1013	-\$365.00	Inv. 21.01701-17307	\$803,130.92
2/17/2023	Shiel Sexton Company	1014	-\$220,112.51	Inv. 22095-04	\$583,018.41
3/8/2023	Shiel Sexton Company	1015	-\$142,710.85	Inv. 22095-05	\$440,307.56
3/21/2023	McGill Associates	1016	-\$1,460.00	Inv. 21.01701-17556	\$438,847.56
4/12/2023	TL Services	1017	-\$10,000.00	Inv. 23.5019 materials for 1364 Washington St Renoi	\$428,847.56
4/12/2023	Shiel Sexton Company	1018	-\$93,207.62	Inv. 22095-06	\$335,639.94
4/19/2023	McGill Associates	1019	-\$1,460.00	Inv 21.01701-17931	\$334,179.94
5/5/2023	Shiel Sexton Company	1020	-\$120,020.26	Inv. 22095-07	\$214,159.68
5/11/2023	TL Services	1021	-\$10,000.00	Inv. 23.5020	\$204,159.68
5/11/2023	Legacy Concrete Coatings	1022	-\$7,773.98	Deposits for Quotes 722 & 729	\$196,385.70
5/15/2023	McGill Associates	1023	-\$730.00	Inv 21.01701-18296	\$195,655.70
5/18/2023	DW Castleberry	1025	-\$14,900.00	parking lot at American Legion bldg	\$180,755.70
5/30/2023	TL Services	1026	-\$2,910.00	gutters & exterior painting 1364 Washington	\$177,845.70
5/30/2023	Homer Clay Electric	1027	-\$9,740.00	electrical 1364 Washington St	\$168,105.70
6/2/2023	CPSL	1028	\$1,460.57	American Legion renovation	\$169,566.27
6/2/2023	TL Services	1029	-\$5,880.00	windows American Legion Renovaton	\$163,686.27
6/5/2023	VOID	1030		VOID	\$163,686.27
6/6/2023	Shiel Sexton Company	1031	-\$53,650.84	Inv. 22095-08	\$110,035.43
6/6/2023	Sneed Pressure Washing	1032	-\$200.00	American Legion renovation	\$109,835.43
6/6/2023	TL Services	1033	-\$9,953.86	American Legion renovation	\$99,881.57
6/7/2023	McDonald Plumbing Co.	1034	-\$3,210.00	American Legion renovation	\$96,671.57
6/8/2023	Lowes Credit Card		-\$1,379.67	appliances American Legion renovation	\$95,291.90
6/15/2023	TL Services	1036	-\$3,475.00	American Legion renovation FINAL	\$91,816.90
7/17/2023	Shiel Sexton Company	1037	-\$51,905.06	Final payment	\$39,911.84
	Municipal Complex & Park Improvement Project				
	CPSL		\$14,514.89	key fob locks for 5 doors	
	Kay Park Recreation		3456.1	dug out bleachers	
	Kay Park Recreation		\$28,500.00	bleachers	
			\$46,470.99		
				Amount Remaining	-\$6,559.15

Fire Dept. Capital Project

<u>Date</u>	<u>To/From</u>	<u>check #</u>	<u>Amount</u>	<u>Reason</u>	<u>Balance</u>
10/31/2022	Start with Funds in acct		\$175,088.81	start of project balance	\$175,088.81
10/31/2022	Loan Proceeds	Loan	\$2,500,000.00		\$2,675,088.81
10/31/2022	Interest		\$10.92		\$2,675,099.73
11/30/2022	Interest		\$109.94		\$2,675,209.67
12/19/2022	GW Liles Const. Co, Inc.	1022	-\$198,947.53	first draw	\$2,476,262.14
12/31/2022	Interest		\$110.88		\$2,476,373.02
1/31/2023	Interest		\$105.16		\$2,476,478.18
2/16/2023	GW Liles Const. Co, Inc.	1023	-\$216,187.65	second draw	\$2,260,290.53
2/28/2023	Interest		\$92.92		\$2,260,383.45
3/31/2023	Interest		\$95.99		\$2,260,479.44
4/26/2023	GW Liles Const. Co, Inc.	1024	-\$306,148.72	third draw	\$1,954,330.72
4/30/2023	Interest		\$92.90		\$1,954,423.62
5/31/2023	Interest		\$83.42		\$1,954,507.04
6/27/2023	GW Liles Const. Co, Inc.	1025	-\$176,768.34	fourth draw	\$1,777,738.70
6/28/2023	Bill Milligan Architecture	1026	-\$11,600.00		\$1,766,138.70
6/30/2023	Interest		\$80.32		\$1,766,219.02
7/13/2023	GW Liles Const. Co, Inc.	1027	-\$400,419.78	fifth draw	\$1,365,799.24

Obligated

Liles Construction		\$1,736,490.76	Contract for Renovation	
Working Fire Furniture	PO#2966	\$17,000.00		
		\$1,753,490.76	Amount Remaining	\$12,728.26

SCIF Projects \$300,000 State Funds

<u>Date</u>	<u>To/From</u>	<u>check #</u>	<u>Amount</u>	<u>Reason</u>	<u>Balance</u>
6/20/2022	SCIF Funds from State	ACH	\$300,000.00	Grant	\$300,000.00
6/20/2022	Wisconsin Lighting	1001	-\$8,853.19	1 set of ballfield lights	\$291,146.81
6/30/2022	Interest		\$10.59		\$291,157.40
7/22/2022	Duke Energy	1002	-\$19,665.71	pole relocation	\$271,491.69
7/31/2022	Interest		\$7.32		\$271,499.01
8/3/2022	Homer Lee Clay Electric	1003	-\$585.00	install 1 set ballfield lights	\$270,914.01
8/4/2022	Danny Hatley	1004	-\$4,700.00	install 1 set ballfield lights and lift	\$266,214.01
8/4/2022	Windstream	1005	-\$2,531.10	move lines for project	\$263,682.91
8/4/2022	Wisconsin Lighting	1006	-\$39,839.31	5 sets of ballfield lights	\$223,843.60
8/12/2022	TL Services	1007	-\$2,000.00	deposit for dugout materials/demolition	\$221,843.60
8/15/2022	Paul Goodman	1008	-\$2,500.00	tree& stump removal for new concession stand	\$219,343.60
8/31/2022	Interest		\$5.98		\$219,349.58
9/20/2022	TL Services	1009	-\$4,750.00	porcelain tile for restrooms	\$214,599.58
10/5/2022	Richard Suggs Const. Inc	1010	-\$52,526.60	sewer line & pump	\$162,072.98
9/30/2022	Interest		\$5.37		\$162,078.35
10/14/2022	Hatley Service, Inc	1011	-\$6,000.00	installation of 5 sets of ballfield lights	\$156,078.35
10/19/2022	Homer Lee Clay Electric	1012	-\$2,844.00	electrical line and repair circuits for ballfield lights	\$153,234.35
10/26/2022	Trident Mechanical Services, Inc	1013	-\$17,592.58	2 Rheem HVAC units	\$135,641.77
10/27/2022	Sales Tax Refund		\$579.19	Sales Tax Refund	\$136,220.96
10/31/2022	Interest		\$4.12		\$136,225.08
10/31/2022	TL Services	1014	-\$15,000.00	Labor & Materials for restroom remodel	\$121,225.08
11/30/2022	Interest		\$2.99		\$121,228.07
12/21/2022	TL Services	1015	-\$5,000.00	Labor & Materials for restroom remodel	\$116,228.07
12/31/2022	Interest		\$3.09		\$116,231.16
1/23/2023	TL Services	1016	-\$26,110.00	FINAL bill labor & Materials for restroom remodel	\$90,121.16
1/27/2023	Paul Goodman	1017	-\$400.00	cut limb at job site-storage building	\$89,721.16
1/31/2023	Interest		2.78		\$89,723.94
2/28/2023	Interest		2.06		\$89,726.00
3/31/2023	Interest		2.29		\$89,728.29
4/31/2023	Interest		2.21		\$89,730.50
5/31/2023	Interest		2.29		\$89,732.79
6/29/2023	BSN Sports	1018	-6934.84	netting and batting cages	\$82,797.95
6/30/2023	Interest		2.21		\$82,800.16
7/12/2023	TL Services	1019	-3855	upgrades to electrical building/roof	\$78,945.16
Obligated	TL Services			dugouts	\$ 16,860.00
	DW Castleberry			repave entire parking lot, drive, Food Ministry	\$ 94,165.00
					\$ 111,025.00
				Amount Remaining	-\$32,079.84 short

USDA Cost Run Sheet

<u>Date</u>	<u>To/From</u>	<u>check #</u>	<u>Amount</u>	<u>Reason</u>	<u>Running Balance</u>
8/13/2020	Loan from Genera Fund		\$30,000.00	to open checking account	\$30,000.00
8/19/2020	First Bank	draft	-\$341.32	computer checks for account	\$29,658.68
8/31/2020	Interest		\$0.77		\$29,659.45
9/15/2020	LKC Engineering, PLLC	1001	-\$3,600.00	Preliminary Engineering Report	\$26,059.45
9/30/2020	Interest		\$1.20		\$26,060.65
10/6/2020	LKC Engineering, PLLC	1002	-\$1,800.00	Preliminary Engineering Report	\$24,260.65
10/7/2020	Loan From WS MM		\$40,000.00	Loan from WS to USDA	\$64,260.65
10/30/2020	Interest		\$2.47		\$64,263.12
11/12/2020	LKC Engineering, PLLC	1003	-\$3,600.00	Preliminary Engineering Report	\$60,663.12
11/30/2020	Interest		\$2.60		\$60,665.72
12/14/2020	LKC Engineering, PLLC	1004	-\$4,776.53	PER \$3,600.00, Wetlands Delineation \$'	\$55,889.19
12/31/2020	Interest		\$2.52		\$55,891.71
1/6/2021	LKC Engineering, PLLC	1005	-\$5,800.00	PER \$1,800.00, Environmental Report \$	\$50,091.71
1/29/2021	Interest		\$2.29		\$50,094.00
2/17/2021	LKC Engineering, PLLC	1006	-\$4,000.00	Environmental Report	\$46,094.00
2/26/2021	Interest		\$1.92		\$46,095.92
3/31/2021	Interest		\$1.97		\$46,097.89
4/12/2023	LKC Engineering, PLLC	1007	-\$3,800.00	Preliminary Report \$1,800.00 Environme	\$42,297.89
4/30/2023	Interest		\$1.84		\$42,299.73
5/10/2021	LKC Engineering, PLLC	1008	-\$1,800.00	PER	\$40,499.73
5/28/2021	Interest		\$1.78		\$40,501.51
6/30/2021	Interest		\$1.66		\$40,503.17
7/30/2021	Interest		\$1.72		\$40,504.89
7/17/2021	Loan from Genera Fund		\$180,000.00	LOAN Gen Fund to USDA-Engineering F	\$220,504.89
8/31/2023	Interest		\$5.42		\$220,510.31
9/16/2021	LKC Engineering, PLLC	1009	-\$15,000.00	Preliminary Design	\$205,510.31
9/30/2021	Interest		\$8.92		\$205,519.23
10/18/2021	LKC Engineering, PLLC	1010	-\$15,000.00	Preliminary Design	\$190,519.23
10/29/2021	Interest		\$8.58		\$190,527.81
11/15/2021	LKC Engineering, PLLC	1011	-\$15,000.00	Preliminary Design	\$175,527.81
11/30/2021	Interest		\$7.73		\$175,535.54
12/31/2021	Interest		\$7.45		\$175,542.99
1/3/2022	LKC Engineering, PLLC	1012	-\$15,000.00	Preliminary Design	\$160,542.99
1/24/2022	LKC Engineering, PLLC	1013	-\$15,000.00	Preliminary Design	\$145,542.99
1/31/2022	Interest		\$7.04		\$145,550.03
2/11/2022	LKC Engineering, PLLC	1014	-\$15,000.00	Preliminary Design	\$130,550.03
2/28/2022	Interest		\$5.44		\$130,555.47
3/22/2022	LKC Engineering, PLLC	1015	-\$15,000.00	Preliminary Design	\$115,555.47
3/31/2022	Interest		\$5.52		\$115,560.99
4/12/2022	LKC Engineering, PLLC	1016	-\$15,000.00	Preliminary Design	\$100,560.99
4/29/2022	Interest		\$4.42		\$100,565.41
5/19/2022	LKC Engineering, PLLC	1017	-\$15,960.00	Preliminary Design \$15,000.00, Easeme	\$84,605.41
5/31/2022	Interest		\$4.16		\$84,609.57
6/16/2022	LKC Engineering, PLLC	1018	-\$15,000.00	Preliminary Design	\$69,609.57
6/30/2022	Interest		\$3.39		\$69,612.96
7/11/2022	LKC Engineering, PLLC	1019	-\$20,180.00	Preliminary Design \$15,000.00, Easeme	\$49,432.96
7/29/2022	Interest		\$2.57		\$49,435.53
8/18/2022	Loan From WS MM		\$50,000.00	Loan from WS to USDA	\$99,435.53
8/31/2022	Interest		\$3.06		\$99,438.59
9/1/2022	LKC Engineering, PLLC	1020	-\$15,420.00	Preliminary Design \$15,000.00, Easeme	\$84,018.59
9/30/2022	Interest		\$3.56		\$84,022.15
10/14/2022	NC DEQ	1021	-\$700.00	Erosion Control Permit	\$83,322.15
10/14/2022	NC DEQ	1022	-\$480.00	Sewer Fast-Track Permit	\$82,842.15
10/31/2022	Interest		\$3.57		\$82,845.72
11/30/2022	Interest		\$3.45		\$82,849.17
12/30/2022	Interest		\$3.55		\$82,852.72
1/13/2023	Loan		\$50,000.00	Loan from WS to USDA	\$132,852.72
1/19/2023	DEMLR Stormwater Program	1023	-\$100.00	Annual Permit Fee (USDA Sewer Improv	\$132,752.72
1/31/2023	Interest		\$4.84		\$132,757.56
2/1/2023	VOIDED CHECK	1024	\$0.00		\$132,757.56
2/1/2023	North Carolina DOT	1025	-\$50.00	Driveway Permit	\$132,707.56
2/28/2023	Interest		\$5.09		\$132,712.65
3/31/2023	Interest		\$5.64		\$132,718.29
4/28/2023	Interest		\$5.45		\$132,723.74
5/31/2023	Interest		\$5.64		\$132,729.38
6/30/2023	Interest		\$5.45		\$132,734.83
7/19/2023	NC Dept of State Treasurer	1026	-\$1,250.00	LGC Application Fee	\$131,484.83

Mount Pleasant

North Carolina

Founded in 1848

Planning and Economic Development

August 14, 2023

Planning & Zoning Cases

TA 2023-01 CC Gravel Parking Amortization Extension

Description: Request to extend Center City (CC) gravel parking amortization period for an additional two and half years until December 31, 2025 due to unforeseen delays in Comprehensive Plan implementation.

Affected Section of MPDO: Section 8.1.3.1.5

Current Status: Scheduled for recommendation at August 28 Planning & Zoning meeting and Town Board public hearing at September 11 meeting.

REZ 2023-04 Town Property on Jackson Street

Description: Town requests rezoning town-owned property to residential

Location: 625 Jackson Street

Cabarrus County Parcel Number(s): 5670-47-4622

Current Zoning: I-1

Proposed Zoning: RM Residential Medium Density

Area: 1.0 acre

Estimated Sewer Capacity Usage: 450 gpd (below 600gpd threshold)

Current Status: Public Hearing scheduled for August 28 Planning & Zoning meeting.

SITE 2022-04 Highway 49 Mini-Storage

Description: Site Plan for 10 acres of mini storage (site area 11.27 acres), including 20 storage buildings totaling 98,100 square feet

Location: 8830 NC Highway 49 N

Cabarrus County Parcel Number(s): 5670-47-4622

Current Zoning: I-1

Area: 11.27 acres

Estimated Sewer Capacity Usage: 0gpd

Current Status: Revised construction plans (2nd submittal) under review.

SITE 2022-07 Virginia Foil Park/Library/Senior Center

Description: Site plan for athletic complex/library/senior center

Location: 1111 N. Washington St.

Cabarrus County Parcel Number(s): 5670-44-0187

Zoning: O-I Office & Institutional

Area: approx. 29.11 acres

Estimated Sewer Capacity Usage: 19,400 gpd (pending allocation request)

Current Status: Groundbreaking scheduled for August 10. Construction to begin soon.

SITE 2023-02 Parking Lot (corner of E. Franklin St. and Eastover Dr.)

Description: Site plan for commercial parking lot

Location: 8860 E. Franklin Street

Cabarrus County Parcel Number(s): 5670-42-6218

Zoning: C-1 Light Commercial

Area: approx. 0.5 acres

Estimated Sewer Capacity Usage: 0gpd

Current Status: Under construction

SITE 2023-01 Propel Church

Description: Site plan for religious institution and Alternative Design Proposal for building design

Location: 7801 NC Highway 73 E

Cabarrus County Parcel Number(s): 5660-96-0201

Zoning: OI Office & Institutional

Area: approx. 6.8 acres

Estimated Sewer Capacity Usage: 1,520gpd (5gal per seat) (pending allocation request)

Current Status: Coordinating with adjacent property owner on access and utilities. The Board of Adjustment approved an Alternative Design Proposal for the building design at the June 26 meeting.

SUB 2017-01 Green Acres

Description: 37-lot single-family subdivision. Plans for development of this property were originally initiated in 2008.

Location: NC Highway 73 at Sloop Arthur Drive and Green Acres Circle

Cabarrus County Parcel Number(s): 5651-70-6355

Zoning: RM CZ Conditional Residential Medium Density

Area: approx. 14.92 acres

Density: 2.28 dwelling units per acre

Estimated Sewer Capacity Usage: 8,880gpd (allocated in development agreement 7/12/2022)

Current Status: Grading underway.

SUB 2020-03 Brighton Park

Description: 178-lot single-family subdivision with community clubhouse and pool. Plans for development of this property were originally initiated in 2008.

Applicant: Niblock Homes

Location: Southwest corner of NC Highway 73 and NC Highway 49

Cabarrus County Parcel Number: 5660-56-4096, 6785, 8647, & 9681

Zoning: RM Residential Medium Density

Area: approx. 86.77 acres

Density: 2.05 dwelling units per acre

Estimated Sewer Capacity Usage: 28,560gpd for first three phases and 14,160gpd for last two phases (42,720gpd total) (allocated in development agreement 6/17/2022)

Current Status: Grading and improvement installation underway.

Code of Ordinances

Part 3: Public Safety

Staff is working on updating public safety procedures and compliance with state law. These updates will be presented to the Town Board in September.

Part 7: Motor Vehicles & Traffic

Town Board voted to approve amendments to Part 7. The updated ordinance has been added to the Town website. Notice of changes were sent out in December 2022 water bill and posted on Town Facebook page. Sign installation continues and will be complete by the end of they 2023. Need to revisit Section 7-4.1 regarding use of coasters, skates, scooters, and similar devices. This section referencing "play street" was left over from previous ordinance and was missed during the update. These devices were intended to be permitted on all residential streets of 25mph or less. Additionally, the District Attorney's office has recommended some changes. These changes will be presented to the Board in September.

Utilities

- Following the passage of SB 673 (which reduces single-family residential allocation to 75gpd per bedroom), the Town of Mount Pleasant has a total of 71,936 gallons per day to allocate until 2024 when the Phase 1 Rocky River Regional Waste Water Treatment Plant is completed. This is 6,269gpd more than the original allocation. So far 56,840 gallons per day have been allocated to three projects. A total of 15,096gpd remain to be allocated until the first expansion is complete. The WSACC Board voted to allocate an additional 50,000gpd to the Town of Mount Pleasant until the second expansion.
- The application for the FEMA Building Resilient Infrastructure and Communities (BRIC) grant was submitted. The NC Department of Public Safety submitted the subapplication to FEMA on January 23. The application includes Downtown utility duct bank installation and conversion and stormwater mitigation as recommended in the downtown stormwater study currently underway. Initial state scoring put Mount Pleasant's project in second place in the state (out of 42 projects). The grant request is for approximately \$4.5 million. The grant match is 12%. Award announcements are expected in September 2023.

Comprehensive Plan Implementation

- HMW Preservation is nearing completion of the National Register District architectural survey draft to submit to the State Historic Preservation Office. LKC and subcontractor McAdams have completed a report with recommendations and cost estimates for the Downtown Stormwater Study. Staff will request that the CIP portion of the report be adopted to assist with grant applications.
- Town staff is working on plans for additional/improved parking in the southwest quadrant of downtown.
- Fire Department and Town Park construction projects are underway. Visit the www.mpncfuture.com website for project updates. Park improvements are nearing completion and the Fire Station is scheduled for completion in September.
- Town Staff is working with the EDC on proposals for Phase 2 Economic Development Planning to serve as the economic development component of the Comprehensive Plan update.

Transportation

- Staff has been working on procurement for engineering for the N. Washington Street CMAQ project.
- Public works staff and engineering staff have scored the streets to prioritize paving. Jackson Street between North Drive and Highway 49 was paved at the end of June. Scoring reflects that several streets in Oldenburg are the next highest priorities for paving. The Town is currently getting estimates for the next five prioritized streets.
- At the direction of the Town Board, three additional pedestrian projects, and one additional highway project were submitted for State Transportation Improvement Program for P7.0. This is in addition to two pedestrian projects and one highway project that were submitted for P6.0 three years ago (delayed due to COVID and budget shortfalls). All projects are shown in the Comprehensive Plan and/or Bicycle & Pedestrian Project Acceleration Plan.

Permits

July & August (to date) report attached.

July and August 2023 Zoning Permits (to date)

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2023-35						Voided number		Withdrawn
Z-2023-36	7/7/2023	5670-21-4611	1675	S. Main St.	Addition	Addition to home	Misenheimer Const.	
Z-2023-37	7/17/2023	5670-22-4978	8440	E. Franklin St.	Accessory	Gazebo	Richard Burleyson	
Z-2023-38	7/19/2023	5670-42-4324	8830	E. Franklin St.	Addition	Cantina 73 Restaurant	Abhi Patel	CoC
Z-2023-39	7/19/2023	5670-42-6218	8860	E. Franklin St.	New/Change	Parking Lot	Abhi Patel	SITE 2023-02, CoC
Z-2023-40	7/26/2023	5670-32-6525	8750	E. Franklin St. (Ste. D2)	Change	Massage Therapy Office	Melissa Fassett	CoC✓, New
Z-2023-41	7/26/2023	5670-32-6525	8750	E. Franklin St. (Ste. D1)	Change/Sign	Quicksilver Custom Builders	Keith Honeycutt	CoC✓, Relocate
Z-2023-42	7/26/2023	5670-32-6525	8750	E. Franklin St. (Ste. E)	Change/Sign	G2 Real Estate	Rita Gilmore	CoC✓, Relocate
Z-2023-43	7/26/2023	5670-21-7848	8538	Lee St.	Upfit	Roof-mounted solar panels	Freedom Solar LLC	
Z-2023-44	7/27/2023	5670-23-1346	1448	N. Main St.	CoC	The Knorr Group	Eric Coomes	CoC, New

9 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2023-45	8/1/2023	5671-11-6043	8325	Fisher Rd	Accessory	Pool	Jeff Schilkowski	Reissue Z-2021-34
Z-2023-46	8/1/2023	5671-11-6043	8325	Fisher Rd	Addition	Deck	Jeff Schilkowski	
Z-2023-47	8/10/2023	5670-44-0187	1111	N. Washington St.	New	Library/Senior Center & Foil Park	Cabarrus County	SITE 2022-07, CoC
Z-2023-48	8/10/2023	5670-06-4895	619	N. Skyland	New	Single-family residential	Chris Swofford	
Z-2023-49	8/10/2023	5670-06-4779	623	N. Skyland	New	Single-family residential	Chris Swofford	
Z-2023-50	8/10/2023	5670-15-9689	840	N. Main St.	New	Single-family residential	KEBLG LLC	

6 Zoning Permits

Mount Pleasant

North Carolina

Founded in 1848

CODE ENFORCEMENT

Monthly Activity Report

July 2023

Activities

Month Operational Breakdown	
Complaint	20
Emergency Planning	12
Golf Cart Inspection	1
Grants	1
Emergency Management	0
Meeting	4
Other	5
Recheck	13
Sign Sweep (15 signs pulled)	2
Training	0
TOTAL	58

Complaint Recap	
High grass	6
Signs	15
RV	1
No permit	1
Junk vehicle	0
Illegal Dumping	2
Hazardous Condition	0
Letter of Inquiry	9
Notice of Violation	1
Cases Cleared	13
Cases Opened	11

New Cases

Case #	Location	Notes
023-030-C	150 Mount Pleasant Road	Occupant was building a deck without a permit. Obtained permit. CLOSED
023-031-C	8170 West Franklin Street	High grass CLOSED
023-032-C	8150 West Franklin Street	High grass CLOSED
023-033-C	South Hallifax	High grass CLOSED
023-034-C	8860 East Franklin Street	High grass CLOSED
023-035-C	8342 East Franklin Street	High grass CLOSED
023-036-C	1654 East Over	RV with slides deployed. Unit was leaking and owner had slides deployed to dry and clear mold. CLOSED
023-037-C	8125 Wood Street	High grass.
023-038-C	8779 Bowan Barrier Road	Illegal dumping
023-039-C	1380 Washington Street, North	Illegal dumping
023-040-C	8424 Hwy 49, N	Abandoned/Junk vehicles

8590 Park Drive : PO Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704-436-9800

Website: www.mtpleasantnc.org Email: townhall@mtpleasantnc.us

Daily Work Log

Month July 2023

Date	Code	Notes
03	C	023-30-C 150 Mount Pleasant Road. Adding a deck without permit. Visited site and took photographs. County GIS shows site in 02/23/2023 without a deck. A deck has been added on the Mount Pleasant Roadside of the structure. Letter of Inquiry mailed.
03	R	023-027-C 8519 Circle Drive. Rechecked site. Vehicle was still at the same location though the hood was partially open.
03	C	023-033-C 501 South Halifax Street high grass
03	C	023-032-C 8150 West Franklin Street high grass
03	C	023-031-C 8170 West Franklin Street high grass
03	EP	CEO Standard Operation Guide. Guide for elected officials and staff for emergency operations (continuation).
06	SS	Removed two signs from pole behind on South Main Street at Town parking lot.
06	R	023-027-C 8519 Circle Drive. Vehicle has been removed. CLOSED
06	C	023-032-C 8150 W. Franklin Street – Unable to locate address of vacant lot’s owner. Notified by telephone to mow lot.
07	C	023-031-C 8170 W. Franklin Street – Mailed LOI
07	C	023-032-C 501 South Halifax – Unable to locate address of vacant lot’s owner. Notified by telephone to mow lot.
07	O	Thank you letters for compliance cases 023-027-C and 023-021-C .
07	EP	Continued work on CEO Standard Operation Guide
07	EP	Completed Continuity of Operations Plan for the Town and forwarded for review.
10	M	023-30-C 150 Mount Pleasant Road. Met with the owner of the property and Erin. He did not have permit for the deck and discovered that he would need additional permits for future plans for the property (including a new building to replace the one falling down). He took copies of the permits to complete and return.,
10	EP	Completed an ordinance for adoption of the National Incident Management System.
10	EP	Completed forms for State of Emergency, Termination of SOE, Agreement with County SOE.
10	C	Sent an email to Tessa Burchett regarding debris left by wrecker services after clearing vehicles from wreck scene. NCSHP covers debris removal by wrecker services in 14B Administration Code 7A.0116 Rotation Wrecker Servicer Regulations. This requires the wrecker service “to remove all debris, other than hazardous materials, from the highway and the right-of-way prior to leaving the incident or collision scene”. A Town ordinance

Date	Code	Notes
		could cover the issue but only if the Sheriff's Department has a rotational wrecker program.
11	EP	Continued EOP Development.
11	R	023-018-C Erbach
11	R	023-032-C 8150 W. Franklin Street (corner lot with S. Halifax)– mailed LOI
11	C	1654 East Over Drive, RV – Slides out. Monitor
11	C	024-033-C 8860 East Franklin Street High Grass NOV
11	C	025-034-C 8563 East Franklin Street High Grass LOI
11	C	8432 East Franklin Street High Grass
13	SS	Sign Sweep. (12 signs)
13	O	Thank for compliance – 023-018-C
13	O	Position questionnaire
13	EP	Cont. EOP.
17	EP	Completed Base Plan, Purpose and Scope, Situation and Assumptions.
17	C	023-036-C 1654 East Over, RV slides still deployed. Wrote LOI and sent information.
17	C	Checked the three lots beside Rick's on West Franklin and they had been mowed.
18	EP	Completed Draft of EOP, State of Emergency, Termination of State of Emergency, Agreement with State of Emergency, Continuity of Operations Plan
19	GCI	8045 North Drive.
19	C	8125 Wood Street, Grass
19	C	Old North Halifax. Gasoline Tanker parked.
19	EP	Town essential personnel and emergency policy – draft ready
19	M	Discussed the change in determining sewer requirements for residential property. How will the already allocated areas be handled.
19	M	WSACC
25	O	Continued re-organizing filing system for Code Enforcement.
25	R	023-018-C Erbach
25	R	023-030-C 150 N. Main Street. Deck still appears to be under construction. Permit has yet to be maintained. Called and will meet with us today.
25	R	023-031-C 8170 Franklin Street, W.
25	R	023-032-C 8150 Franklin Street, W.
25	R	023-033-C S. Halifax Street
25	R	023-034-C Franklin Street, E
25	R	023-035-C 8342 Franklin Street, E
25	R	023-036-C 1654 Eastover Drive.
25	C	023-037-C 8150 Wood Street – High Grass
26	O	Completed consolidating code compliance filing system (hard copy and computer).
27	EP	Completed Emergency Operations Plan and submitted copies for Town Manager, Asst. Manager and Zoning Administrator to review.

Date	Code	Notes
27	EP	Completed draft copy of Inclement Weather and Essential Employee policy and submitted to Amy for review.
27	C	23-038-C Check illegal dumping on Bowman Barrier Road. Found a pile of debris in the right-of-way and waiting response from legal on responsibility for clean-up.
27	C	023-039-C Check illegal dumping on Washington Street. Found a pile of debris in the right-of-way and waiting response for legal on responsibility for clean up.
27	C	Fisher-Earnhardt – Check on junk vehicle.
27	R	023-030-C 150 N. Main Street. Deck still appears to be under construction. Permit has yet to be maintained. Called and will meet with us today. (CASE CLOSED).
28	O	Response regarding issue with wrecker's clearing debris. Info was forwarded to Capt Michael Kluttz, over field operations and the town liaison. Waiting reply.
30	O	23-038-C Mr. Charlie James called and left a voice mail requesting to discuss this further.
31	O	023-038-C Met with Mr. James at 8799 Bowman Barrier Road regarding the debris pile.
31	O	023-038-C Mailed a LOI to Mr. and Mrs. Michael P. Eudy regarding the debris which may have come from remodeling of a residence at the adjacent property, 1771 Short Street.
31	C	023-040-C 8424 Highway 49, North – junk vehicle. Visited the site and documented vehicles. Mailed LOI to property owner and business owner.
31	G	Water Technical Assistance Grant, online training.

C=Complaints
G=Grants
O=Other
T=Training

EP=Emergency Planning
EM=Emergency Management
R=Recheck

GCI=Golf Cart Inspection
M=Meeting
SS=Sign Sweep

MEMORANDUM

To: Mayor and Town Board

From: Daniel Crowell, Public Works

Date: August 14, 2023

RE: Please find listed below an update / overview for the month of July 2023

New:

- Completed monthly meter reads
- Water Cut-Offs
- Responded to 3 pump station alarm calls
- Responded to 0 after hour customer calls
- Picked up 15 dump truck loads of brush which equals 180 cubic yards of brush
- Completed 30 work orders for various issues
- Renewed water service at 1011 S Skyland Dr.
- Repaired water main break on Hwy.73 at Birnamwood Dr. (called in Garrow Utilities and Herrin Industrial)

Ongoing:

- Public works mows and maintains approximately 18 acres each week to biweekly depending on conditions as well as ground maintenance at all 8 of our sewer pump stations
- 8 pump stations are checked once a week which included a visit to each station checking dialer status and recording run times. Alarm floats are pulled and checked and stations cleaned monthly in accordance to NC DWQ standards
- Weekly Chlorine monitoring is done on Mondays or Fridays depending on schedule of work and consists of pulling samples from 5 different sites which change every other week
- Due to the volume of brush/yard debris collection typically takes 1 to 1.5 days of the week especially during leaf season

Cabarrus County Sheriff's Office

Law Calls for Service

253 / Mt Pleasant

05/01/2023 - 07/31/2023

OFFICER-INITIATED

	May-23	Jun-23	Jul-23
Total	1,337	1,031	843
ALL ANIMAL CONTROL CALLS	0	1	0
ASSIST OTHER	0	1	0
CIVIL PROCESS	10	5	9
COMMUNITY CONTACT	0	0	10
CRIMINAL SUMMONS	0	0	3
DOMESTIC DISTURBANCE	0	0	1
ESCORT	4	1	0
FOLLOW UP	5	1	2
IMPROPERLY PARKED VEH	1	0	0
INFORMATION	1	0	0
INVESTIGATION	1	1	2
OPEN DOOR	0	1	0
ROAD HAZARD	1	1	1
SECURITY CHECK	940	906	784
SERVICE CALL LAW	1	2	1
SEX OFFENDER CHECK	0	0	1
SPECIAL EVENT	0	5	0
SRO ASSIST ADMIN	104	21	0
SRO INVESTIGATION	1	0	0
SRO MENTOR/COUNSEL	61	17	0
SRO PARENT MEETING	2	0	0
SRO SAFETY CHECK	142	27	0
STRANDED MOTORIST	2	0	0
SUSPICIOUS SUBJECT	2	2	2
SUSPICIOUS VEHICLE	7	7	4
TRAFFIC ACC PROPERTY DAMAGE	1	0	0
TRAFFIC STOP	50	31	19

	May-23	Jun-23	Jul-23
TRESPASSING	0	0	1
WARRANT	1	1	3

DISPATCHED

	May-23	Jun-23	Jul-23
Total	65	55	60
ADDRESS CHECK	1	0	0
ALL ANIMAL CONTROL CALLS	2	2	3
ASSAULT	0	0	1
ASSAULT VICTIM	1	0	0
ASSIST COUNTY FIRE DEPARTMENT	2	0	0
ASSIST EMS	6	3	0
ATTEMPT TO LOCATE	0	0	2
BANK ALARM	1	0	1
BARKING DOG	1	0	0
BREAKING AND ENTERING OF RESD	0	0	1
BURGLAR ALARM	5	2	4
CAC WELFARE CHECK	0	1	0
CARELESS RECKLESS DRIVING	1	5	5
COMMITMENT PAPERS	0	1	2
DISCHARGE FIREARMS	2	0	1
DISPUTE (ANYONE)	5	1	4
DOMESTIC DISTURBANCE	1	1	3
DOT NOTIFICATION	1	0	0
ESCORT	0	3	3
FOLLOW UP	0	0	1
FRAUD / FORGERY	1	0	2
INFORMATION	0	0	1
INTOXICATED DRIVER	1	1	0
LARCENY	0	3	3
LOUD (ANYTHING DESC IN NARR)	1	0	2
OPEN DOOR	0	1	0

	May-23	Jun-23	Jul-23
OVERDOSE / POISONING	0	2	0
PROPERTY DAMAGE	2	1	1
PROWLER	0	0	1
RECOVERED PROPERTY	0	0	1
ROAD HAZARD	0	0	1
SECURITY CHECK	0	4	0
SERVICE CALL LAW	9	6	3
SEX OFFENDER CHECK	0	0	1
SRO PARENT MEETING	1	0	0
STABBING	1	0	0
STRANDED MOTORIST	0	1	0
SUSPICIOUS SUBJECT	4	4	4
SUSPICIOUS VEHICLE	3	0	1
THREATENING SUICIDE	1	0	0
TRAFFIC ACC PROPERTY DAMAGE	5	8	5
TRAFFIC ACCIDENT PI	2	2	0
TRAFFIC STOP	0	1	0
TRESPASSING	1	0	1
WELFARE CHECK (PERSON)	4	2	2

Total Disp. CFS: 60

Details for Dispatched Calls for Service

07/01/2023 - 07/31/2023

Event #	Date / Time	Street	Case #	Call Source
ALL ANIMAL CONTROL CALLS 3				
23-135582	07/02 18:16	N MAIN ST		PHONE
23-138862	07/07 14:08	E FRANKLIN ST	23-0707-0017	PHONE
23-144107	07/15 15:29	NC HWY 49 N	23-0715-0004	PHONE
ASSAULT 1				
23-151269	07/26 16:14	MALIBU RD	23-0726-0013	PHONE
ATTEMPT TO LOCATE 2				
23-141026	07/11 08:05	ALISH TR		PHONE
23-153264	07/30 00:05	E FRANKLIN ST		PHONE
BANK ALARM 1				
23-140725	07/10 17:09	S MAIN ST		PHONE
BREAKING AND ENTERING OF RESC 1				
23-153184	07/29 20:21	NC HWY 49 N	23-0729-0010	PHONE
BURGLAR ALARM 4				
23-134910	07/01 08:32	W FRANKLIN ST		PHONE
23-137296	07/05 12:47	ALISH TR		PHONE
23-151696	07/27 11:25	NC HWY 49 N		PHONE
23-153789	07/31 06:46	W FRANKLIN ST		PHONE
CARELESS RECKLESS DRIVING 5				
23-135573	07/02 17:38	ERBACH LN		PHONE
23-144512	07/16 13:06	NC HWY 73 E/DUTCH RD		PHONE
23-145633	07/18 06:28	NC HWY 73 E/DUTCH RD		PHONE
23-150311	07/25 12:00	DUTCH RD/NC HWY 73 E		PHONE
23-153212	07/29 21:53	NC HWY 49 N		PHONE
COMMITMENT PAPERS 2				
23-140505	07/10 11:52	PAGE ST		PHONE
23-149064	07/23 08:39	ENCHANTED LN		PHONE
DISCHARGE FIREARMS 1				
23-137360	07/05 14:01	MALIBU RD		PHONE
DISPUTE (ANYONE) 4				
23-143265	07/14 07:03	MALIBU RD		PHONE
23-149036	07/23 07:22	ENCHANTED LN		PHONE
23-151329	07/26 18:35	OLDENBURG DR		PHONE
23-153694	07/30 22:06	MALIBU RD		PHONE
DOMESTIC DISTURBANCE 3				
23-146519	07/19 08:39	N MAIN ST		PHONE
23-148965	07/23 00:18	SHORT ST		PHONE
23-153743	07/31 00:23	N MAIN ST	23-0731-0002	PHONE
ESCORT 3				
23-134967	07/01 10:47	LEE ST		PHONE
23-135396	07/02 08:09	N MAIN ST		PHONE
23-142794	07/13 11:33	COOK ST		PHONE
FOLLOW UP 1				
23-153862	07/31 08:40	NC HWY 49 N		PHONE

253 / Mt Pleasant

FRAUD / FORGERY		2		
23-141693	07/11 21:53	N WASHINGTON ST		PHONE
23-147253	07/20 09:27	NC HWY 49 N	23-0720-0002	PHONE
INFORMATION		1		
23-153020	07/29 14:11	N SKYLAND DR		E911
LARCENY		3		
23-151933	07/27 18:44	NC HWY 73 E	23-0727-0016	PHONE
23-152274	07/28 08:53	S COLLEGE ST	23-0728-0005	PHONE
23-154106	07/31 14:41	E FRANKLIN ST	23-0731-0011	PHONE
LOUD (ANYTHING DESC IN NARR)		2		
23-135535	07/02 15:40	SUMMER ST		PHONE
23-135563	07/02 17:25	SUMMER ST		PHONE
PROPERTY DAMAGE		1		
23-135238	07/01 21:25	SHORT ST	23-0701-0009	PHONE
PROWLER		1		
23-139137	07/07 23:48	BARRINGER ST		PHONE
RECOVERED PROPERTY		1		
23-138222	07/06 17:46	CRESTWOOD DR		PHONE
ROAD HAZARD		1		
23-152343	07/28 10:12	NC HWY 49 N		PHONE
SERVICE CALL LAW		3		
23-137809	07/06 08:19	NC HWY 49 N		PHONE
23-139214	07/08 03:09	ROSS CIR/S SKYLAND DR		PHONE
23-151425	07/26 21:19	COOK ST		PHONE
SEX OFFENDER CHECK		1		
23-143655	07/14 15:07	WESTERHOLT CT		PHONE
SUSPICIOUS SUBJECT		4		
23-138267	07/06 19:32	S MAIN ST		PHONE
23-147762	07/20 22:47	B ST/WADE ST		PHONE
23-150688	07/25 21:04	NC HWY 49 N		W911
23-154252	07/31 17:59	NC HWY 49 N		PHONE
SUSPICIOUS VEHICLE		1		
23-147667	07/20 18:32	NC HWY 49 N		PHONE
TRAFFIC ACC PROPERTY DAMAGE		5		
23-148135	07/21 13:27	E FRANKLIN ST	23-0721-0012	PHONE
23-150325	07/25 12:14	W FRANKLIN ST		PHONE
23-151589	07/27 08:36	N HALIFAX ST/W FRANKLIN ST	23-0727-0003	PHONE
23-152605	07/28 18:59	E FRANKLIN ST	23-0728-0014	PHONE
23-153447	07/30 12:28	LEE ST	23-0730-0006	PHONE
TRESPASSING		1		
23-143360	07/14 09:23	MALIBU RD	23-0714-0003	PHONE
WELFARE CHECK (PERSON)		2		
23-149563	07/24 10:38	S MAIN ST		PHONE
23-153720	07/30 23:12	N MAIN ST		PHONE

Mayor and Commissioners,

-In July we responded to 87 calls

-We had 9 different calls that happened within 30 minutes apart while we were on another call. These were handled by off duty members and mutual aid departments.

-No major mechanical issues to report.

-Our junior Firefighter has completed her rookie task book. She has spent many hours with senior members working on this over the last few months.

-The remodel is moving forward, all power should be on this week, the tin is on the roof, the new bay doors are installed, the flooring is going in now, bathroom tile is complete, and the ceiling grid is in. Everything should be complete by the first part of September.

As always thank you for your support and consideration!

Dustin Sneed
Fire Chief
Mt. Pleasant Fire Dept.

**RESOLUTION AUTHORIZING EXCHANGE OF PROPERTY
PURSUANT TO N.C.G.S. § 160D-1312**

WHEREAS, North Carolina General Statute § 160D-1312(4) authorizes a local government to “sell, exchange, or otherwise transfer real property or any interest therein in a community development project area to any redeveloper at private sale for residential, recreational, commercial, industrial, or other uses or for public use in accordance with the community development plan, subject to such covenants, conditions, and restrictions as may be deemed to be in the public interest[.]”; and

WHEREAS, the Town of Mount Pleasant owns an approximately 0.84-acre tract of land at 1473 S. Main Street, bearing Cabarrus County Parcel Identification Number 5670-22-3913 (hereafter, the “Town’s Property”). The Town’s Property is further described in the North Carolina Special Warranty Deed recorded at Book 10559, Page 253, Cabarrus County Registry, a copy of which is attached hereto and incorporated herein by reference as Exhibit 1; and

WHEREAS, Town Square Properties II, LLC owns an approximately 0.968-acre tract of land in the vicinity of 1470 S. Main Street, bearing Cabarrus County Parcel Identification Number 5670-13-9188 (hereafter, the “Town Square Property”). The Town Square Property is Lot #2 of the “Minor Subdivision of Town Square Properties II, LLC” as shown on the plat map recorded at Book 96, Page 86, Cabarrus County Registry, a copy of which is attached hereto and incorporated herein by reference as Exhibit 2; and

WHEREAS, the Town’s Property and the Town Square Property are both located in a designated community development project area—the Town’s “Downtown Core”—as described in the Town’s adopted Comprehensive Plan; and

WHEREAS, there exists a shortage of public parking in the Town’s downtown area; and

WHEREAS, the Town of Mount Pleasant and Town Square Properties II, LLC desire to make an even exchange of the two properties described above for the purpose of implementing two of the downtown catalyst projects identified in the Comprehensive Plan: (1) a public parking lot and pedestrian walkways on the Town Square Property, and (2) a mixed use building on the Town’s Property that will be consistent with the Comprehensive Plan and meet the City Center design requirements in Section 11.4 of the Mount Pleasant Development Ordinance, including a public parking easement for not less than 10 parking spaces; and

WHEREAS, pursuant to North Carolina General Statute § 160D-1312(4), the conveyance of the Town’s Property will be made subject to covenants, conditions, and restrictions as may be deemed in the public interest; and

WHEREAS, the appraised value of the Town’s Property, as determined by an appraisal made by Knollmeyer Appraisal Services, Inc. and on file with the Town Clerk, is \$275,000; and

WHEREAS, the appraised value of the Town Square Property, as determined by an appraisal made by Knollmeyer Appraisal Services, Inc. and on file with the Town Clerk, is \$260,000; and

WHEREAS, the Town has given the public notice required by North Carolina General Statute § 160D-1312(4) and the appraised values of the described properties have been disclosed in the public hearing held on this date; and

WHEREAS, the Town's Board of Commissioners is convened in a regular meeting.

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNT PLEASANT RESOLVES THAT:

1. The Town is authorized to enter into the exchange of the properties described above.
2. The properties described above are located in a community development project area and the exchange is in furtherance of important downtown development goals set forth in the Town's adopted Comprehensive Plan.
3. The conveyance of the Town's Property will be made subject to covenants, conditions, and restrictions in the public interest which will ensure that future development of the Town's Property is carried out in a manner consistent with the Town's Comprehensive Plan, the Mount Pleasant Development Ordinance, and the provision of a public parking easement for not less than 10 parking spaces.
4. The consideration for the conveyance of the Town's Property is not less than the appraised value, in that: (1) the Town is receiving the Town Square Property with an appraised value of \$260,000, (2) the Town Square Property is critical to address the severe shortage of public parking in the downtown area, and (3) the exchange also ensures that the Town's Property will be developed in a manner that meets or exceeds Center City design standards and the goals of the Comprehensive Plan, and will provide additional public parking.
5. The Town Manager is authorized to execute all documents necessary to carry out the exchange of properties as described herein and to exchange the Town's Property for fee simple, insurable, and marketable title to the Town Square Property.

ADOPTED this ____th day of _____, 2023.

Del Eudy, Mayor

Attest:

Amy Schueneman, Town Clerk

10559
0253

FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS
FILED Jun 10, 2013
AT 11:00 am
BOOK 10559
START PAGE 0253
END PAGE 0255
INSTRUMENT # 16122
EXCISE TAX \$350.00
SMS

NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$350.00
Parcel ID#: 5670-22-3913-0000

This deed was prepared by: Kirsten E. Foyles, Esq., 340 Commerce Ave., 17B, Southern Pines, NC 28387
Mail after recording to: Hartselle Williams, P.A.

THIS DEED made this 29th day of May, 2013, by and between *NO OPINION ON TITLE REQUESTED OR GIVEN*

GRANTOR: FIRST TROY SPE, LLC
A North Carolina Limited Liability Company
340 Commerce Ave., Ste. 17B, Southern Pines, NC 28387

And

GRANTEE: TOWN OF MT. PLEASANT
PO Box 787
Mt. Pleasant, NC 28124

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cabarrus County, North Carolina and more particularly described as follows:

SEE ATTACHED EXHIBIT "A"

This is the same property described in a Deed of Trust executed by *LBC Properties, Inc.* The Deed of Trust was foreclosed (*see 09-SP-1307*), Cabarrus County Clerk of Court;

The property hereinabove described was acquired by Grantor in instruments recorded in: **Book 9673, Page 97**, Cabarrus County Registry.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

10559
0254

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.


And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated.

1. Easements, Rights of Way, Restrictions and Encumbrances of record.

Pursuant to *Article VI Sec. 6.1 (a) of the Operating Agreement of First Troy SPE, LLC dated November 16, 2009*, the management and control of the business and affairs of said LLC is vested in its' Board of Directors, each member of whom constitutes a manager of the LLC. Pursuant to *Article VI Sec. 6.12 (a)*, the Board of Directors may, from time to time, designate and/or employ one or more individuals to be officers of the Company. ...the officers of the Company shall have the authority to pursue the business and purpose of the Company, including without limitation the authority to (i) acquire and retain for any period of time, any real or personal property, or interest in such property; (ii) sell, exchange, quitclaim, convert, partition, grant an option on, abandon or otherwise dispose of all or any part of any real or personal property or any interest in such property;... By *Resolution dated September 24, 2012*, the signing officer herein was authorized and empowered to execute instruments on behalf of the LLC and such power remains in full force and effect as of the date hereof.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed in its company name by its duly authorized Vice President the day and year first above written.

FIRST TROY SPE, LLC

BY  (SEAL)
KIRSTEN E. FOYLES, *Vice President*

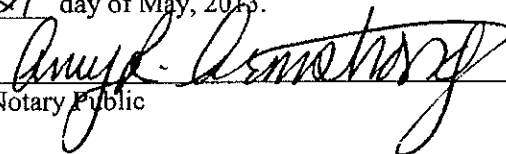
NORTH CAROLINA, CHATHAM COUNTY:

I, Amy R. Armstrong, a Notary Public of the County and State aforesaid do hereby certify that KIRSTEN E. FOYLES, Vice President, for FIRST TROY SPE, LLC, a North Carolina Limited Liability Company, personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed being authorized to do so on behalf of the company.

Witness my hand and official stamp or seal, this 27th day of May, 2013.

My commission expires: July 4, 2015

SEAL


Notary Public

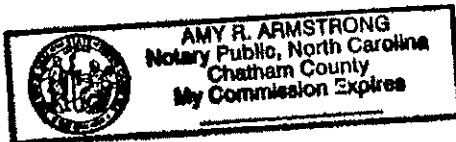


EXHIBIT "A"

Lying and being in the Town of Mt. Pleasant, Number Eight (8) Township of Cabarrus County, North Carolina on the East side of South Main Street, adjoining the property of Security Oil Company and others, and being more fully described as follows:

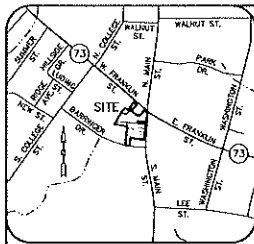
BEGINNING at an iron stake on the East side of South Main Street, the old Southwestern corner of Security Oil Company (Deed Book 412, Page 625) and runs thence with the line of Security South 87-00-00 East 52.98 feet to an iron stake; thence continuing with the line of Security and C.D. Herrin (Book 1177, Page 117) South 58-20-01 East 119.31 feet (passing an iron stake in line at 23.2 feet, a corner of an old tract, and in line at 39.06 feet, corner of Security and Herrin) to an iron stake, a corner of Herrin in the line of another tract of C.G. Herrin; thence continuing with the line of Herrin South 25-31-21 West 40.28 feet to an iron stake, a corner of Herrin; thence continuing with the line of Herrin and R.D. Burleyson (Deed Book 719, Page 41) South 62-13-46 East 151.47 feet (passing an iron stake in line at 67.83 feet, corner of Herrin and Burleyson) to an iron stake, corner of Burleyson; thence South 22-17-26 West 60.22 feet to an iron stake, corner of Sharon Horton (Deed Book 543, Page 300); thence with three (3) lines of Horton as follows: First, South 25-02-05 West 32.92 feet to an iron stake, a corner of Horton; thence Second, North 62-13-53 West 43.18 feet to an iron stake, a corner of Horton; thence Third, North 67-53-19 West 220.51 feet to an iron stake on the East side of South Main Street, the old front corner of Horton; thence with the East side of South Main Street North 03-00-44 East 154.98 feet to the point of BEGINNING, as surveyed and platted by James T. West, R.L.S, February 15, 1999.

Said property has addresses of 1471, 1473, 1475, 1481, 1483, 1485, 1487, 1489, 1491 and 1493 S. Main Street, Mount Pleasant, NC.



11852

Book One Page 810



I, MATTHEW L. EBERHART, JR., CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (FIELD DESCRIPTIONS RECEIVED IN DEED BOOKS AS SHOWN, THAT THE BOOKS ARE NOT SURVEYED AND INCORPORATED AS DRAWN FROM DEEDS OR MAPS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:22,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 41-36 AS AMENDED; THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SURVEYS; AND THE SURVEY IS OF AN EXISTING PARCEL, OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 1st DAY OF JUNE, 2023 A.D.

6-1-23
M.L.E.

PROFESSIONAL LAND SURVEYOR LICENSE NO. L-1241

- PROPERTY OWNER LIST
1. THE TOWN OF MT. PLEASANT
P.L.N. 5670-13-0298
DB. 339, PG. 433
 2. THE SALT AND LIGHT SPA, LLC
P.L.N. 5670-23-1121
DB. 16406, PG. 205

- POSSIBLE OVERLAP NOTES:
1. THE TOWN SQUARE PROPERTY DESCRIBED IN DE 16314, PG. 58 EXTENDS ALL THE WAY TO THE FACE OF THE BRICK BUILDING AND RUNS WITH THE BOUNDARY LINE WITH THE BOUNDARY CORNER AND DISTANCE OF 144307.44" 84.30'
 2. THE OLD PREMIUM FARMS PROPERTY DESCRIBED IN TRACT THREE OF DE 660, PG. 471 CORNERS TO THEM THAT 2' STOP OF LAND.
 3. FIELD EVIDENCE (EXISTING RIBS) WERE FOUND AT THREE OUT OF THE FOUR CORNERS OF THAT SAID STOP DESCRIBED AS TRACT THREE.

3. DIVISION SITE DATA

PARCEL ID. NOS:	5670-23-0330 / 5670-23-0107
TOTAL ACRES:	0.670 / 0.670
ACREAGE IN LOTS:	2.292 ACRES
TOTAL PUBLIC UTILITY:	2.215 ACRES
EXISTING LOTS:	0.077 ACRES
TOTAL NEW LOTS:	5

BRANCH INVESTMENT COMPANY
[c/o NFM THIRD BANK]
P.L.N. 5670-13-6357
DB. 553, PG. 596 [PARCEL TWO]

TOWN SQUARE PROPERTIES II, LLC
P.L.N. 5670-23-0330
DB. 16314, PG. 58

TOWN SQUARE PROPERTIES II, LLC
P.L.N. 5670-13-8099
DB. 18097, PG. 248
PARCEL II

LINE TABLE

LINE	BEARING	DISTANCE
L1	S02°48'03"W	24.30'
L2	N78°40'39"W	6.05'
L3	N77°48'00"W	5.66'
L4	N80°10'51"W	14.33'
L5	S47°20'11"E	9.88'
L6	S41°26'55"W	39.31'
L7	S48°40'59"E	2.20'
L8	S42°16'04"W	35.18'
L9	N41°30'22"W	25.32'
L10	S44°29'42"W	29.24'
L11	S30°05'50"E	11.30'
L12	N47°01'03"E	13.35'
L13	S51°01'50"E	15.90'
L14	N42°49'41"E	14.30'
L15	S54°29'19"E	17.50'
L16	N46°57'41"E	24.25'
L17	S42°03'20"W	52.36'
L18	N47°45'07"W	2.27'
L19	N41°30'22"W	3.70'

DETAIL 'A'
NOT TO SCALE
TROUTMAN LAND INVESTMENTS, INC.
P.L.N. 5670-12-8033
DB. 14384, PG. 44

TROUTMAN LAND INVESTMENTS, INC.
P.L.N. 5670-12-8033
DB. 14384, PG. 44

TOWN SQUARE PROPERTIES II, LLC
P.L.N. 5670-22-0979
DB. 18027, PG. 248
PARCEL I [TRACTS I & 2]

LOT #5
0.784 ACRE

DRESDEN DRIVE WEST LLC.
P.L.N. 5670-22-0986
DB. 10820, PG. 71

BARRINGER DRIVE
40' PUBLIC RIGHT-OF-WAY (NB. 10, PG. 33)

AREA DEDICATED TO PUBLIC RIGHT-OF-WAY
0.024 ACRE

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
Matthew L. Eberhart, Jr.
Professional Land Surveyor
REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAN TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDATION.

6/12/2023
DATE

REVISIONS

MINOR SUBDIVISION OF:
Town Square Properties II, LLC
NO. 8 TOWNSHIP, TOWN OF MOUNT PLEASANT, CABARRUS COUNTY, NORTH CAROLINA

FOR CLIENT/OWNER:
TOWN SQUARE PROPERTIES II, LLC
P.O. BOX 1027
MT. PLEASANT, NC 28124

DATE: JUNE 1, 2023
REVISIONS:
SCALE: 1" = 30'
JOB NO.: 220755.005

COMPUTED BY: JRB
DRAWN BY: JRB
CHECKED BY: MLS

FILED Jun 12, 2023 03:52 pm FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS EXCISE TAX \$0.00

CESi CIVIL - GEOTECHNICAL - SURVEYING
M.C. FIRM LICENSE NO. C-0353
45 SPRING STREET SW CONCORD (704) 788-5404
CONCORD, NC 27025 ACAD FILE: 230755.005.DWG

DOWNTOWN



Cultivate a vibrant and attractive downtown atmosphere that residents and visitors enjoy while enhancing community character through the preservation of historic resources.

Goal Summary

The Town of Mount Pleasant desires that its downtown serves as the central hub of activity for the community and eastern Cabarrus County, drawing visitors to the Town, and setting the tone for its overall character. The Town is determined to build a legacy of both preservation and progress by working with downtown businesses and property owners to implement improvements. The Town believes that its historic resources are important to maintain the community character and history for future generations and strives to work with property owners to maintain the integrity of the Town's National Register Historic District.

Catalyst Projects

A total of 12 projects are proposed to help begin the revitalization of downtown. These projects are either located within the downtown core or immediately adjacent to it. Half of the projects involve building construction on public or private properties, while the other half involve public infrastructure improvements. These projects are intended to boost both public and private investment within the downtown. The intent is to increase the vitality of downtown and encourage additional private investment through building updates and attraction of small businesses, while retaining the historic charm of Downtown Mount Pleasant. Many of these projects are highlighted in more detail in other strategies within the plan.

▼ TABLE 3.1 POTENTIAL BUILDING IMPROVEMENTS

ID	Building Improvements	Strategy Details
1	Hosiery Mill/Mercantile Renovation	CC4
2	Fire Station Expansion	DT6
3	Lentz Building Renovation	CC5
4	Theater Renovation	DT3
5	Infill Building	DT4
6	Infill Residential	LU3

▼ MAP 3.5 DOWNTOWN CATALYST PROJECTS



▼ TABLE 3.2 POTENTIAL INFRASTRUCTURE IMPROVEMENTS

ID	Infrastructure Improvements	Strategy Details
A	Municipal Parking Lot	DT1
B	Additional Parking Improvements	DT1
C	Town Hall Property & Recreation Improvements	DT6
D	Franklin Street Improvements	DT6
E	Main Street Improvements	DT2
F	Washington Street Improvements	DT2

Strategies

DT1. Improve downtown parking availability and quality by constructing a municipal parking lot and working with downtown property owners to make improvements to existing parking. Explore additional areas where parking can be improved upon.

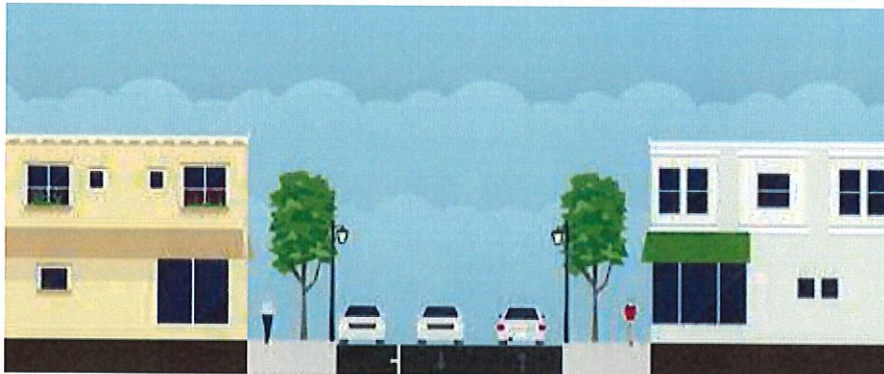
DT2. Facilitate streetscape improvements including burying or relocating power lines along Main Street and Franklin Street, updating sidewalks, improving on-street parking, and adding planters, pedestrian scale lighting, and benches.

▼ MAP 3.6 PARKING & STREETScape IMPROVEMENTS CONCEPTUAL PLAN



Source: Municipal Parking Lot & Streetscape Conceptual Plan, Stimmel & Associates, 2017

▼ IMAGE 3.30 PREFERRED CROSS SECTION FOR MAIN AND FRANKLIN STREETS



2-LANE WITH SIDEWALKS ON BOTH SIDES AND PARKING ON ONE SIDE

▼ IMAGE 3.31 DOWNTOWN - EXISTING STREETScape



▼ IMAGE 3.32 DOWNTOWN - POTENTIAL STREETScape IMPROVEMENTS



VISION & GOALS

DT3. Encourage the reuse of the old theater building on south Main Street as a movie theater or music venue to draw visitors to downtown.

▼ IMAGE 3.33 THEATER BUILDING- EXISTING



▼ IMAGE 3.34 THEATER BUILDING- POTENTIAL IMPROVEMENTS



DT4. Encourage the construction of compatible infill buildings within the downtown.

▼ IMAGE 3.35 INFILL SITE - EXISTING



▼ IMAGE 3.36 INFILL SITE - POTENTIAL IMPROVEMENTS



VISION & GOALS

DT5. Fully utilize the Town Hall property and available adjacent properties to include Town government, expanded Fire Station, Cabarrus County Senior Center, Community Center, baseball field, batting cages, updated playground, picnic shelter, farmers market, event space, greenway trailhead, ample parking, and space for future recreation expansion.

▼ MAP 3.7 TOWN HALL VICINITY- EXISTING CONDITIONS

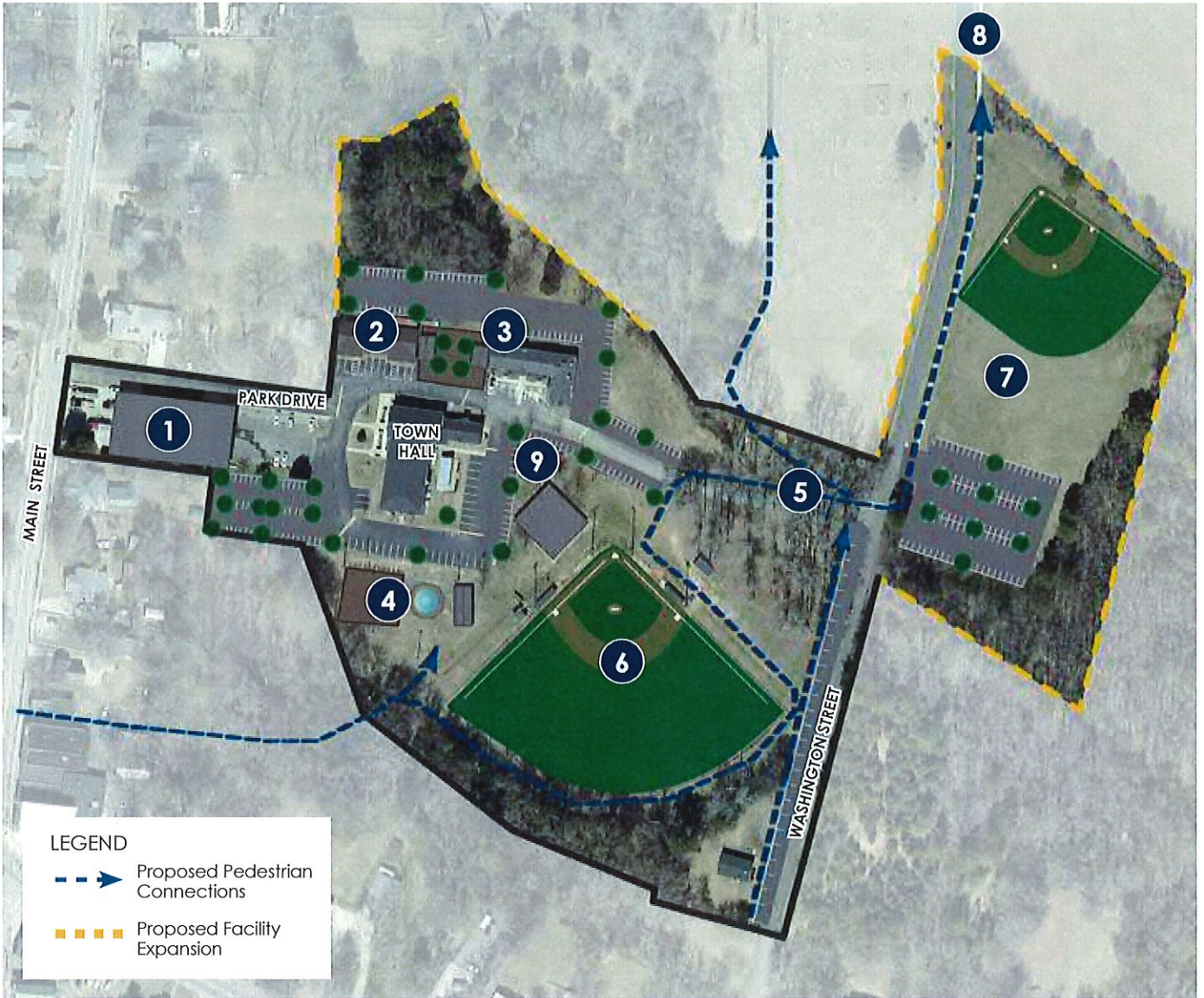


▼ TABLE 3.3 POTENTIAL IMPROVEMENTS

ID	Feature
1	Expanded Fire Station
2	Community Center Renovation
3	Community/Senior Center Outdoor Seating & Recreation Area
4	Playground / Picnic Shelter / Mini Splash Pad
5	Walking Trails

ID	Feature
6	McAllister Field Improvements
7	Youth Baseball Field & Parking
8	Greenway Trailhead
9	Additional Parking




▼ MAP 3.8 TOWN HALL PROPERTY - POTENTIAL IMPROVEMENTS



DT6. Adopt ordinances and policies to improve the appearance of downtown, including infill building design standards, building maintenance codes, and active storefront requirements.

The table below lists building conditions and potential regulations to address each issue.

▼ TABLE 3.4 POTENTIAL BUILDING MAINTENANCE REGULATIONS

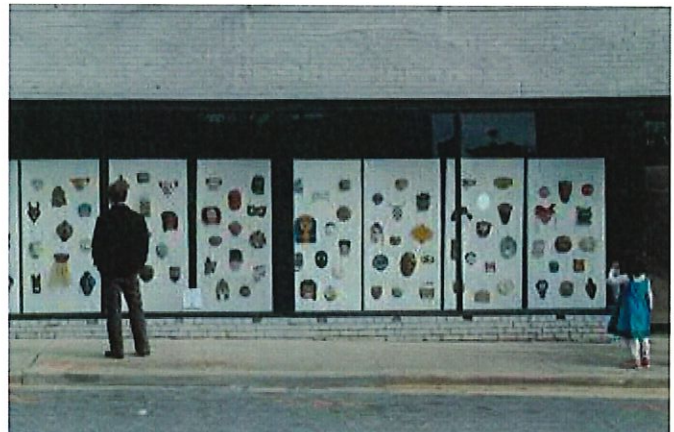
	Building Condition	Potential Regulation	NCGS Authority & Case Law	Penalty
	Building is dangerous	<ul style="list-style-type: none"> Repair possible at less than 50% of building value (non-residential) or reasonable as defined by Town (residential) Town may establish hazard criteria to order demolition 	160A-439 (non-residential) 160A-441 (residential)	Civil penalty, abatement/demolition, liens and court costs
	Obviously Vacant with Visible Maintenance Deficiencies	<ul style="list-style-type: none"> Keep building appearance in good repair Exhibit no evidence of vacancy (active storefront) 	160A-374 & 160A-194 State vs. Jones (1982)	Civil penalty, injunction, abatement, liens and court costs
	Good Condition but Vacant	<ul style="list-style-type: none"> Vacant property registration 	160A-374 & 160A-194	Civil penalty

Source: UNC School of Government

▼ IMAGE 3.37 VACANT STOREFRONT



▼ IMAGE 3.38 ACTIVE STOREFRONT WITH ARTWORK



DT7. Work with property owners and local artists to add murals on the blank walls of non-historic buildings or restore historic signs in the downtown.

▼ IMAGE 3.39 EXAMPLE MURALS / HISTORIC SIGNS - CONCORD, NC



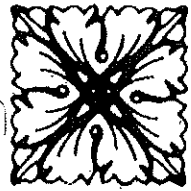
▼ IMAGE 3.40 MURAL ON REAR OF MOOSE PHARMACY



▼ IMAGE 3.41 PAULA THEATER MARQUEE



Courtesy of Eastern Cabarrus Historical Society



Preservation North Carolina

THE ENDANGERED PROPERTIES PROGRAM

Preservation North Carolina's Endangered Properties Program has helped save over 800 historic places since 1975. Many of these properties would have been lost without Preservation North Carolina's involvement, and the organization's involvement has generated private investments of more than \$350 million.

The key to this program's success is its **revolving fund**. The revolving fund works much like an animal shelter for historic properties: Preservation North Carolina acquires endangered historic properties either through option, donation or outright purchase and then finds buyers willing and able to rehabilitate them. As a condition of sale, covenants are placed on the property to ensure its protection in the future.

What kinds of properties does the Endangered Properties Program work with?

For Preservation North Carolina to get involved with a property, it must be endangered, significant, buyable, and saleable.

- A property is considered **endangered** if it is threatened with immediate demolition, seriously deteriorated or vacant, or likely to be inappropriately subdivided or otherwise lose its historic integrity.
- At a minimum, the property must be **significant** enough to be eligible for the National Register of Historic Places.
- "**Buyable**" and "**saleable**" means the owner of a property is willing to sell or give the property to Preservation North Carolina, and the property must be marketable -- in Preservation North Carolina's opinion. Since the organization is accustomed to working with problem properties, its notion of marketability is often different from the traditional real estate market!

Saving North Carolina's heritage through the Endangered Properties Program

BEFORE

AFTER



The Eure-Roberts House in Gates County is an early 19th century, side-hall antebellum house with Victorian details. Dr. Surry Roberts donated the property to Preservation North Carolina in 2002. It was sold with Protective Covenants and a Rehabilitation Agreement in June of 2003.

How does the revolving fund work?

Preservation North Carolina learns about endangered properties through its extensive network of local preservationists (including members, advisors and directors), the staff of the North Carolina State Historic Preservation Office, local preservation commissions, concerned residents, municipal staff, and others. All properties are sold subject to protective covenants and a rehabilitation agreement to buyers willing and able to undertake the rehabilitation. Having local volunteers help with showing the property and keeping it presentable is also essential.

When does the revolving fund purchase properties outright?

Occasionally, Preservation North Carolina purchases properties outright or through a bargain sale when the property or circumstances are exceptional. More often, Preservation North Carolina will option a property from the owner as it requires a much smaller capital investment than an outright purchase.

What is an option?

An option gives Preservation North Carolina the right to purchase a property for a specified period of time, typically for twelve (12) months but not less than six (6) months. If a buyer is found during that period, then Preservation North Carolina purchases the property from the owner and resells it to the new buyer on the same day. The option agreement specifies a purchase price agreed to by Preservation North Carolina and the owner. Preservation North Carolina markets the property at a higher asking price in order to recoup its marketing and staff expenses.

What about gifts of real estate?

Preservation North Carolina also works with properties through donation. Gifts of property, both historic and non-historic, are very important to the financial stability of our organization. These gifts not only provide funding for our work to continue, but they also may provide the donor with a substantial tax deduction. It may also allow a property owner to avoid capital gains and other taxes. When a property is donated, Preservation North Carolina may be able to provide owner financing in order to assure the property's preservation.

What is a bargain sale?

A bargain sale is when Preservation North Carolina purchases a property for less than the property's fair market value. The original owner of the property receives some cash from the sale and can take a tax deduction for a charitable gift of the difference between the purchase price and the appraised value of the property.

What is an option to donate?

When an owner is agreeable, an option for a donation or for a bargain sale is an ideal arrangement for Preservation North Carolina. The option allows Preservation North Carolina to acquire the property by donation or at a reduced price during a specified period of time. This gives Preservation North Carolina time to test the market and perhaps even find a buyer during the option period. If Preservation North Carolina is comfortable that it will be able to find a purchaser within a reasonable time, then it will take title to the property before the end of the option period.

BEFORE



AFTER



Preservation North Carolina was given an option to purchase the Abernethy House in Charlotte for \$1.00. PNC sold the property in 2009 with renovation completed in 2012.

What about government-owned "surplus" properties?

N.C.G.S. 160A-266 allows municipalities to sell historic properties to non-profit organizations like Preservation North Carolina using private sale procedures, thereby permitting them to bypass cumbersome bidding procedures. In addition, N.C.G.S. 153A-176 permits counties to use the same procedures. The property itself must be significant for either its architectural, archeological, artistic, cultural, or historic associations; its relationship to such a property (for example, a lot to which a historic house might be relocated); or for its natural, scenic, or open condition. The deed conveying the property must include a preservation or conservation agreement as defined in N.C.G.S. 121-35.

BEFORE



AFTER



An outstanding example of the reuse of a surplus public building, the Mayworth School in Cramerton was sold by the county and town through Preservation North Carolina in 2002 subject to protective covenants. The re-opening of the renovated school building, now apartments and a community center for senior citizens, was celebrated in March 2009. In addition to sparking \$5.7 million in new investment in the downtown area, the Town of Cramerton also received funds from the project to upgrade a nearby park.

Does the revolving fund restore its own properties?

No, except for special projects. The revolving fund will at most do minimal stabilization work to secure the property. It relies on the buyers who enter into a rehabilitation agreement with Preservation North Carolina at closing to under take the rehabilitation.

Who are the buyers of these properties?

About one-third of the buyers are North Carolinians. Occasionally they have family associations with the properties. Typically, they are purchasing the properties for reasons of the "heart" rather than reasons of the "wallet." Other buyers are attracted to North Carolina by its high quality of life and its impressive stock of historic properties.

What loans are available to buyers to finance purchases and restoration?

Many of Preservation North Carolina's properties are too deteriorated for a conventional mortgage. Many buyers will use their own financial resources (such as a line of credit) to purchase the property and obtain a construction loan for rehabilitation. Upon completion of the work, they usually obtain permanent financing. In some cases owner-financing may be available, but this will vary for each property.

Can a buyer borrow money from the fund for a restoration?

No. Preservation North Carolina's revolving fund is not a loan fund. When properties have been donated to Preservation North Carolina, short-term financing for a buyer may be a possibility.

Are there other financial incentives available?

In North Carolina both federal and state tax credits for historic rehabilitation are available for both income-producing and non-income producing (generally owner-occupied homes) structures. Additionally, there may be other federal or local tax credits or incentives available. Information about these other incentives are often included in Preservation North Carolina's advertisements.

Does Preservation North Carolina make money on its properties?

Usually not. Most of the properties with which the fund works are endangered and not conventionally marketable. If someone could have turned a profit on them, they already would have. Proceeds from the sales of donated properties are used by Preservation North Carolina to help replenish the fund.

How are the properties advertised?

The main source of advertising is through Preservation North Carolina's website which receives over 1.3 million hits per month. Properties are also advertised on www.preservationdirectory.com and www.historicforsale.com. In addition, Preservation North Carolina publishes a newsletter *North Carolina Preservation* which has a circulation of approximately 7,000. Additional advertising may be done in *Preservation* magazine (the National Trust for Historic Preservation's magazine) and other national magazines along with press releases to local media.

What happens when there is a violation of the covenants?

Usually problems can be worked out with a property owner on a friendly and constructive basis. However, in the event of a serious violation of the covenants, Preservation North Carolina has the option to repurchase the property at its fair market value if the violation is not corrected.

What happens when an owner wants to sell their Preservation North Carolina protected property?

Preservation North Carolina typically holds a right of first refusal on properties under Preservation North Carolina covenants. This usually requires a 30-day written notice to Preservation North Carolina. The right of first refusal allows Preservation North Carolina to speak with potential buyers about the covenants to address any questions they may have about the protected features of the property and related restrictions.

Do the covenants hinder the sale of properties?

Usually not. Purchasers typically share the concerns of Preservation North Carolina for the long-term protection of the property. Therefore, purchasers usually appreciate the covenants, since the protection extended through Preservation North Carolina's restrictions will avert any future desecration of the property in which buyers are planning to invest a large amount of time, energy and money.

Can property owners place protective covenants on property they already own?

Yes. Preservation North Carolina accepts preservation easements on historic properties which are very similar to the protective covenants it places on the properties it buys and sells. These preservation easements provide a welcome tool for owners to safeguard the future of their property in perpetuity. In some cases, property owners can take a tax deduction for the donation of a preservation easement.



In December of 2002 the owners of the Vardell House (also known as Opicherhoka) in Blowing Rock placed an easement on the house and its surrounding 1.76 acres to ensure its protection in perpetuity. The easement protects the historic features of the home and prohibits subdivision of the land to ensure its serene setting for generations to come.

GOVERNMENT SALE
OF HISTORIC PROPERTIES
TO A NON-PROFIT AGENCY

N.C.G.S. 160A-266 allows cities to sell historic property using private sale procedures for real and personal property valued at \$30,000 or more, permitting them to bypass cumbersome bidding procedures. In addition, N.C.G.S. 153A-176 permits counties to use the same procedures. However, the purchaser must be a non-profit corporation or trust whose purposes include the preservation of property for architectural, archeological, artistic, cultural, historic, natural or scenic significance. The property itself must be significant for either its architectural, archeological, artistic, cultural, or historic associations; its relationship to such a property; or for its natural, scenic, or open condition. The deed conveying the property must include a preservation or conservation agreement as defined in N.C.G.S. 121-35. This agreement can be in the form of a restriction, reservation, easement, covenant, or condition, which is appropriate to preservation of a structure or site historically significant for its architecture, archeology or historical associations. Essentially, the agreement limits alterations in exterior or interior features of the structure, changes in appearance or condition of the site, uses not historically appropriate, and other acts which are detrimental to preservation of the site. The non-profit must then use or sell the property in accordance with the covenants, securing rights to public access when it is appropriate.

Problems or oversight which may put a conveyance in question include deeds which do not provide any covenants between the governmental body and the non-profit agency, even though the non-profit agency requires the language in a subsequent conveyance. Additionally, the property must be sold to a non-profit agency, not directly to a third party. Finally, the statute

specifies that the property must be valued at \$30,000 or more; however, it can be sold at any negotiated price.

The sale of the Mount Olive School in 1998 is a model example of a government sale transaction. The Town of Mount Olive conveyed the property to Preservation North Carolina with "whereas" clauses outlining the statutory authority, the significant portions of the statute, the position of Preservation North Carolina as a non-profit agency, and the purpose of the conveyance. In addition, it contains restrictions which preserve the buildings on the premises, limit exterior alterations, use of the buildings, and enforcement of the covenants.

The sale of the Wilrik Building in 1997 is also an excellent example of a transaction which complies with the necessary procedures. The City of Sanford conveyed the Wilrik Building to Preservation North Carolina who subsequently sold it to the Wilrik Hotel Apartments, LLC. The deed to Preservation North Carolina also included "whereas" statements detailing the building's historic significance, statutory authority, and specific purpose. The covenants included in the deed from the city to Preservation North Carolina address the use, alterations, and preservation expected to follow the sale.

Another good example is the Concord Tribune and Times Building which was conveyed in 1997 from Cabarrus County to Preservation North Carolina and then subsequently to another association. The deed also includes "whereas" statements outlining the significance of the structure and the statutory authority which permits the sale. Additionally, a covenant requires that the Grantees will subject the property to appropriate restrictions and covenants to preserve the structure. The covenants, however, are not as clear and detailed as those used in the Wilrik conveyance or in the Mount Olive School conveyance.

The County of Wayne sold the Henry Weil House to Preservation North Carolina in 1982 in a way that also conformed to the government sale statute. The deed does not specifically reference the statutory authority, but it does include an appropriate in-depth covenant agreement. Again, the value of the property and parties were appropriate to utilize the statute. Preservation North Carolina then sold the land to another association with the covenants in place.

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

OPTION TO PURCHASE
REAL PROPERTY FOR
HISTORIC PRESERVATION

This **OPTION** given this the _____ day of _____, 2023, by **TOWN OF MOUNT PLEASANT**, hereinafter referred to as the "Owner," to **THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC.**, a nonprofit corporation organized under the laws of the State of North Carolina and having its principal offices in Raleigh, North Carolina, hereinafter referred to as the "Optionee."

WHEREAS, the Owner owns certain real property and improvements thereon known as **THE HENDERSON-BARRIER HOUSE**, located at **1431 NORTH MAIN STREET, MOUNT PLEASANT**, North Carolina, hereinafter referred to as the "Subject Property" more particularly described on EXHIBIT A, which is attached hereto and made a part hereof; and,

WHEREAS, the Owner wishes to convey the Subject Property pursuant to N.C.G.S. § 160A-266(b) (and 153A-176, if applicable); and,

WHEREAS, the Subject Property is significant for its architectural, cultural and historical associations; and,

WHEREAS, Optionee is a nonprofit corporation whose purposes include the preservation of real property of architectural, archeological, artistic, cultural or historical significance; and,

WHEREAS, Optionee intends to place an additional Preservation Agreement on the Subject Property; and

NOW, THEREFORE, for and in consideration of the **sum of One Dollar (\$1.00)** paid to the Owner and other good and valuable consideration, the receipt of which is hereby acknowledged, Owner hereby gives, grants and continues unto Optionee, its successors and assigns, the exclusive right and option to purchase from the Owner upon the terms and conditions hereafter set forth the Subject Property, together with any buildings and improvements thereon and all other appurtenances thereunto belonging or appertaining, and all right, title and interest which the Owner may have in all rights-of-way, roads, streets and ways bounding said property.

- 1. EXPIRATION DATE.** This Option shall expire at 12:00 noon on the **31st** day of **AUGUST, 2024**.
- 2. ACCEPTABLE TITLE.** Owner warrants that the title to the Subject Property is free and clear of all liens and encumbrances, except real property taxes and assessments for the current year, and covenants and restrictions of record. If the evidence of title resulting from a title search discloses any defects in light of and pursuant to the herein stated warranty, the Owner shall have twenty days after receipt of notification of such defects to cure said defects and to provide to Optionee written certification of such action.
- 3. METHOD OF EXERCISE.** This Option may be exercised by the Optionee by delivering to **THE OWNER**, not later than the date set forth in Paragraph 1, a written notice stating that the Optionee exercises the Option and fixing a date for the conveyance of the Subject Property to the Optionee, which date, hereinafter called the closing date, shall be not less than five nor more than sixty days after the delivery of such notice.
- 4. PURCHASE PRICE.** If the Option shall be duly exercised as provided in Paragraph 3, Owner agrees to sell to Optionee and Optionee agrees to purchase the Subject Property from the Owner for a price of **Three Hundred Thousand Dollars (\$300,000.00)** as follows: Cash at closing or short-term owner financing to be arranged.
- 5. DELIVERY OF DEED AND POSSESSION.** The Owner shall execute and deliver to the Optionee, on the designated closing date, a good and sufficient warranty deed, with proper documentary stamps affixed thereto, conveying the real property to the Optionee.

6. **ADJUSTMENTS.** The following shall be prorated as of the date the purchase price is paid: real property taxes and assessments for the current tax year.
7. **ENTRY ON SUBJECT PROPERTY.** The Optionee, its agents or assigns, shall have the right to enter in and upon the Subject Property described in Exhibit A for the purpose of making surveys and other appropriate purposes needed for the evaluation and showing of the Subject Property.
8. **FAILURE TO EXERCISE.** If this Option is not exercised, all of the consideration given for it shall be retained by the Owner. However, if the Owner shall not perfect the title to the Subject Property within the allotted time period, the Optionee shall be refunded the consideration given to the Owner for the grant of this Option.
9. **RISK OF LOSS.** Risk of loss or damage by fire, vandalism or other casualty prior to payment of the purchase price shall remain with the Owner.
10. **HAZARDOUS MATERIALS.** To the best of Owner's knowledge, the property is free of all chemical substances, asbestos, oil, urea formaldehyde, PCBs and all other toxic, radioactive or hazardous wastes, materials, substances or contaminants (collectively "Hazardous Materials"); to the best of Owner's knowledge no Hazardous Materials have ever been stored, disposed or located upon the Property.
11. **ENTIRE AGREEMENT.** This Option constitutes the entire agreement between the parties. No representations, warranties, or promises pertaining to this Option or any property affected by this Option have been made by, or shall be binding on any of the parties, except as expressly stated in this Option. This Option may not be changed orally, but only by an agreement in writing signed by the parties against whom enforcement of any such change is sought.
12. **NOTICES.** Any notice or demand under this option shall be sent by registered or certified mail as follows: Town of Mount Pleasant, P. O. Box 787, Mount Pleasant, North Carolina 28124 on behalf of the Owner; or The Historic Preservation Foundation of North Carolina, Inc., P.O. Box 27644, Raleigh, North Carolina 27611-7644, c/o J. Myrick Howard, on behalf of the Optionee.
13. **BENEFIT.** This Option shall inure to the benefit of, and shall bind, the heirs, successors and assigns of the respective parties.
14. **RESTRICTIVE COVENANTS AND PRESERVATION AGREEMENT.** As a part of the transaction contemplated by this Option, the property shall be conveyed subject to restrictive covenants and a preservation agreement that complies with N.C.G.S. § 160A-266 and 121-35.

IN WITNESS WHEREOF, the Owner has executed and delivered this agreement, the day and year first above mentioned.

OWNER:

TOWN OF MOUNT PLEASANT

ATTEST: _____
Secretary

BY _____ (SEAL)
Randy Holloway, Town Manager

APPROVED AS TO FORM:

John Scarbrough, Attorney

OPTIONEE:

THE HISTORIC PRESERVATION FOUNDATION
OF NORTH CAROLINA, INC.

ATTEST: _____
(Assistant Secretary)

BY _____ (SEAL)
J. Myrick Howard, President

_____ COUNTY, NORTH CAROLINA

I, _____, a Notary Public for _____ County, North Carolina, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is _____ of _____, and that he/she, as _____, being authorized to do so, executed the foregoing on behalf of _____.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

NORTH CAROLINA
WAKE COUNTY

I, _____, a Notary Public for Wake County, North Carolina, certify that J. Myrick Howard personally came before me this day and acknowledged that he is President of THE HISTORIC PRESERVATION FOUNDATION OF NORTH CAROLINA, INC., a non-profit North Carolina corporation, and that he, as President, being authorized to do so, executed the foregoing instrument on behalf of the corporation.

Witness my hand and official seal, this the _____ day of _____, 20____.

Notary Public

My commission expires: _____

EXHIBIT A

Legal Description

Being that same tract of land as described in Exhibit "A" of North Carolina General Warrantee deed to OWNER, recorded at the Register of Cabarrus County, Book 16178, Page 50-53, dated August 26, 2022.

For informational purposes only being known as 1431 North Main Street, Mount Pleasant, North Carolina.

**RESOLUTION APPROVING OPTION TO PURCHASE AGREEMENT FOR
HENDERSON-BARRIER HOUSE**

WHEREAS, TOWN OF MOUNT PLEASANT (the “Town”) owns that real property located at 1431 North Main Street, Mount Pleasant, NC 28214, which is known as the Henderson Barrier House; and

WHEREAS, The Historic Preservation Foundation of North Carolina, Inc. (“PNC”), is a North Carolina non-profit corporation, whose purposes include the preservation or conservation of real or personal properties of architectural, archaeological, artistic, cultural, historical, natural or scenic significance; and

WHEREAS, PNC has approached the Town about assuming the ownership of the Henderson-Barrier House for the purpose of maintaining the property and permanently preserving its architectural, historical and cultural significance through historic preservation protective covenants; and

WHEREAS, the Town has determined that the Henderson-Barrier House is an important historic resource for the community and should be preserved through private ownership; and

WHEREAS, the Board of Commissioners have determined that PNC’s stated goals constitute a public purpose; and

WHEREAS, the preservation purpose of this transaction is in direct alignment with the stated Vision and Goals of the Town of Mount Pleasant Comprehensive Plan adopted by the Board of Commissioners; and

WHEREAS, the Board of Commissioners desire to sell the Henderson Barrier House to PNC for a purchase price pursuant to the terms and conditions of that option to purchase agreement attached hereto as Exhibit A, because the Board of Commissioners believes the benefits the Town will receive in (1) PNC assuming the obligations of preservation and maintenance and (2) PNC maintaining the Henderson Barrier House constitute a public purpose and sufficient consideration.

NOW THEREFORE, BE IT RESOLVED by the Mount Pleasant Board of Commissioners as follows:

1. That the Town is authorized to sell the Henderson Barrier House, located at 1431 North Main Street, Mount Pleasant, NC 28214, to The Historic Preservation Foundation of North Carolina, Inc., pursuant to the terms and conditions of that option to purchase agreement attached hereto as Exhibit A, by private sale pursuant to N.C.G.S. §160A-267 and §160A-279.
2. That the Town Manager is authorized to enter into the option to purchase agreement attached hereto as Exhibit A, and to take all action commensurate therewith to dispose of the Henderson Barrier House by private sale pursuant to the terms of said agreement.
3. That a notice summarizing the contents of this resolution shall be published once after the adoption of this resolution, and no sale shall be consummated under the agreement attached hereto until 10 days after the publication of said notice pursuant to N.C.G.S. §160A-267.
4. That this Resolution shall become effective immediately upon its adoption.

Adopted this the 14th day of August, 2023.

W. Del Eudy, Mayor, Town of Mount Pleasant

ATTEST:

Amy Schueneman, CMC
Mount Pleasant Town Clerk



Town Board of Commissioners Meeting
Town Hall - 8590 Park Drive Mount Pleasant, NC

To: Mayor Eudy and Board of Commissioners
From: Erin S. Burris, AICP – Planning & Economic Development Director
Date: August 14, 2023
Subject: Right-of-way closure – McAllister Avenue

A. BACKGROUND

Applicant(s): Susanna Sneed
345 Sneed Lane
Mount Pleasant, NC 28124

Location(s): McAllister Avenue north of Sneed Lane
(400 feet north of North Drive in Town of Mount Pleasant ETJ)

B. PROPOSED RIGHT-OF-WAY CLOSURE

Pursuant to North Carolina General Statute 160A-299, the applicant is requesting the closure of an approximately 205-foot portion of existing right-of-way at the end of McAllister Avenue that was never improved as a street. The right-of-way was recorded on a 1939 plat of the J.B. McAllister Property (Plat Book 5, Page 78). The first approximately 400 feet of McAllister Avenue is a privately maintained gravel road.

NCGS 160A-299 states that, unless otherwise agreed to by the adjacent property owners, the abandoned right-of-way is to be split equally to be combined with the adjacent properties. However, property owners Doug and Thyra Drye have provided correspondence stating that they relinquish the half to which they are entitled to the applicant to be combined with her property as shown on the attached exhibit map.

C. ACTION REQUESTED

Hold public hearing on August 14, 2023, and vote to approve the order or deny the request for closure of 205 feet of right-of-way for the unimproved portion of McAllister Avenue to be combined with Cabarrus County Parcel Number 5670-08-3451 owned by Susanna Sneed, as shown in attached exhibit map.

D. ATTACHMENTS

1. Order to close right-of-way
2. Exhibit map of proposed rights-of-way closure
3. NCGS 160A-299
4. Notification Letter & Notice of Hearing
5. Drye correspondence
6. 1939 J.B. McAllister Subdivision Plat

**A RESOLUTION ORDERING THE CLOSING OF A PUBLIC RIGHT-OF-WAY AT
MCALLISTER AVENUE**

WHEREAS, on the 10th day of July, 2023, the Town Board of Commissioners for the Town of Mount Pleasant directed the Town Clerk to publish a copy of the “Resolution Declaring Intent to Abandon and Close Right-of-Way Pursuant to G.S. 160A-299” pertaining to the closure of a 205-foot portion of right-of-way of McAllister Avenue in the newspaper once a week for four successive weeks, such resolution advising the public that a public hearing on closure of the right-of-way would be conducted on August 14, 2023 at the Town Hall Meeting Chamber, 8590 Park Drive, Mount Pleasant, North Carolina; and

WHEREAS, the Town Board of Commissioners on the 10th day of July, 2023 directed the Town Clerk to notify all persons owning property adjoining the right-of-way, as shown on the Cabarrus County tax records, enclosing with the notification a copy of the aforementioned Resolution of Intent; and

WHEREAS, the Town Clerk sent a certified letter to each of the adjoining property owners advising them of the day, time, and place of the public hearing, enclosing a copy of the Resolution of Intent, and advising the adjoining property owners that the question as to closing that right-of-way would be acted upon; and

WHEREAS, the Town Clerk caused adequate notices to be posted on the applicable street(s) as required by N.C. Gen. Stat. § 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of the right-of-way in the public hearing on August 14, 2023; and

WHEREAS, it now appears to the satisfaction of the Town Board of Commissioners that the closing of said right-of-way is not contrary to the public interest and that no individual owning property, either adjoining the right-of-way or in the vicinity of the right-of-way, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the area described below is hereby ordered closed to be effective the 14th day of August, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the adjoining property owner in accordance with the provisions of N.C. Gen. Stat. §160A-299;

LYING AND BEING IN NUMBER EIGHT (8) TOWNSHIP, TOWN OF MOUNT PLEASANT EXTRATERRITORIAL JURISDICTION, CABARRUS COUNTY, NORTH CAROLINA, BEING A 30-FOOT WIDE SECTION OF MCALLISTER AVENUE BEGINNING AT SNEED LANE AND CONTINUING NORTHEAST FOR APPROXIMATELY 205 FEET;

The Town Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County, North Carolina a certified copy of this resolution and order. Further, the Town Manager is authorized to execute necessary documents in order to evidence vesting of all right, title, and interest in those persons owning lots or parcels of land adjacent to the right-of-way, such title, for the width of the adjoining land owned by them, to extend to the edge of the herein closed right-of-way in accordance with N.C. Gen. Stat. § 160A-299(c) and as shown on the attached map Exhibit A.

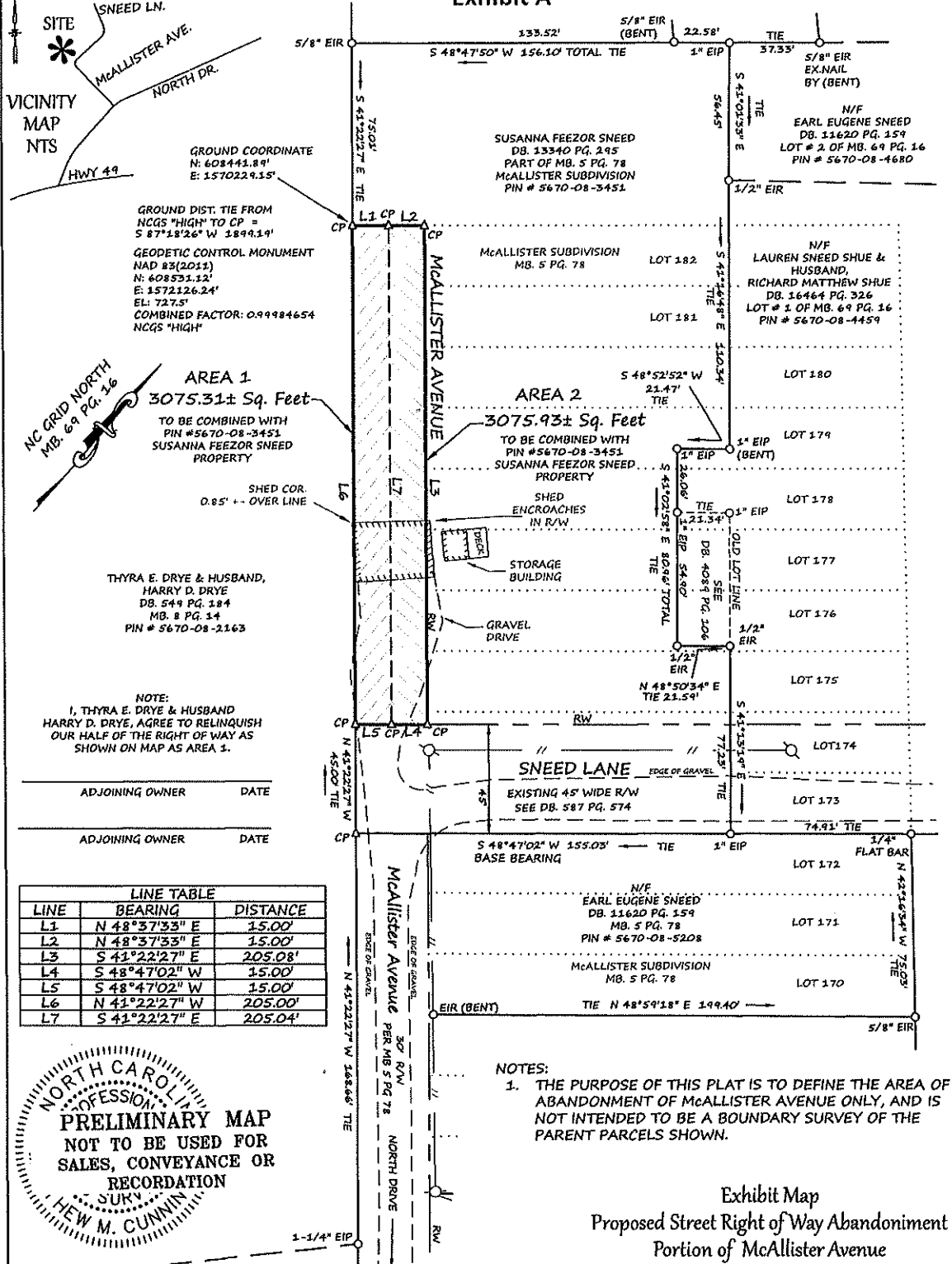
This, the 14th day of August, 2023.

W. Del Eudy, Mayor

Attest:

Amy Schueneman, Town Clerk

Exhibit A



GROUND COORDINATE
N: 608441.89'
E: 1570229.15'

GROUND DIST. TIE FROM
NCGS "HIGH" TO CP =
S 87°18'26" W 1899.19'

GEODETIC CONTROL MONUMENT
NAD 83(2011)
N: 608521.12'
E: 1572126.24'
EL: 727.5'
COMBINED FACTOR: 0.99984654
NCGS "HIGH"

AREA 1
3075.31± Sq. Feet
TO BE COMBINED WITH
PIN #5670-08-3451
SUSANNA FEEZOR SNEED
PROPERTY

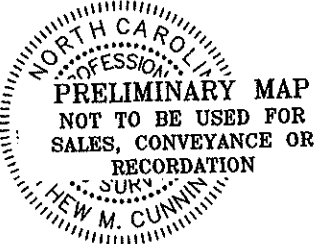
AREA 2
3075.93± Sq. Feet
TO BE COMBINED WITH
PIN #5670-08-3451
SUSANNA FEEZOR SNEED
PROPERTY

THYRA E. DRYE & HUSBAND,
HARRY D. DRYE
DB. 549 PG. 184
MB. 8 PG. 14
PIN # 5670-08-2163

NOTE:
I, THYRA E. DRYE & HUSBAND
HARRY D. DRYE, AGREE TO RELINQUISH
OUR HALF OF THE RIGHT OF WAY AS
SHOWN ON MAP AS AREA 1.

ADJOINING OWNER	DATE
ADJOINING OWNER	DATE

LINE	BEARING	DISTANCE
L1	N 48°37'33" E	15.00'
L2	N 48°37'33" E	15.00'
L3	S 41°22'27" E	205.08'
L4	S 48°47'02" W	15.00'
L5	S 48°47'02" W	15.00'
L6	N 41°22'27" W	205.00'
L7	S 41°22'27" E	205.04'



I, MATTHEW M. CUNNINGHAM, PLS, HEREBY CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AS NOTED; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:15,000; ACCORDING TO G.S. 47-30 (F)(11-M) THIS MAP IS AN ATTACHMENT FOR ILLUSTRATIVE PURPOSES ONLY. WITNESS MY HAND AND SEAL THIS 1st DAY OF AUGUST, 2023.

NOTES:
1. THE PURPOSE OF THIS PLAT IS TO DEFINE THE AREA OF ABANDONMENT OF McALLISTER AVENUE ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PARENT PARCELS SHOWN.

Exhibit Map
Proposed Street Right of Way Abandonment
Portion of McAllister Avenue
Map Book 5 Page 78, McAllister Subdivision
Town of Mt. Pleasant (ETJ)
Number 8 Twp, Cabarrus Co., NC
Field Survey Date: June 6, 2023
Map Prepared: July 7, 2023

Scale: 1" = 50'
Job # 2023-09 Street Closing

Professional Land Surveyor L-4393

LEGEND

- = Proposed Street Closing
- = Adjacent Boundary (Tie Line Only)
- = Adjacent Deed Line (Not Surveyed)
- = Existing Right of way
- // — = Over Head Utilities Lines
- = EIP = Existing Iron Pipe, as described
- = EIR = Existing Iron Rod, as described
- △ = CP = Calculated Point Only (No Point Set)
- = Utility Pole
- NTS = Not to scale
- R/W = Right of WAY

Cunningham
Land Surveying, PLLC
Firm No. P-2321 NC PLSL-4393
14050 Culp Road, Gold Hill,
NC 28071 704-467-2296

**NOTICE OF RESOLUTION DECLARING INTENT TO ABANDON AND CLOSE RIGHT-OF-WAY
PURSUANT TO G. S. 160A-299**

WHEREAS, an existing street right-of-way for McAllister Avenue, in the Town of Mount Pleasant, is 30-feet wide, beginning at North Drive, a state-maintained road, and continuing as a gravel road, northwest for approximately 400 feet to an intersection with Sneed Lane, a private drive, and continuing unimproved for an additional approximately 205 feet; and

WHEREAS, the property owner to the east of the unimproved portion has petitioned to have this portion of the right-of-way abandoned and closed; and

WHEREAS, the procedure for closing streets and alleys as outlined in North Carolina General Statutes, Section 160A-299, requires that the Town Board of Commissioners first adopt a resolution declaring its intent to close the street and calling a public hearing on the question; said statute further requires that the resolution shall be published once a week for four successive weeks prior to the hearing, and a copy thereof be sent by registered or certified mail to all owners of property adjoining the street as shown on the county tax records, and a notice of the public hearing shall be prominently posted in at least two places along said street or alley; and

NOW, THEREFORE, BE IT RESOLVED, by the Town of Mount Pleasant Board of Commissioners, at its regularly scheduled meeting of July 10, 2023, that it intends to close the 205-foot unimproved portion of McAllister Avenue, and calls a **public hearing on the question to be held at 6:00pm on Monday, August 14, 2023 in the Town Hall meeting chamber at 8590 Park Drive, Mount Pleasant**. The Town Clerk is hereby directed to publish this resolution in the Independent Tribune once a week for four successive weeks next preceding the date fixed here for such hearing as required by G.S. 160A-299.

Please call Mount Pleasant Town Hall at 704-436-9803 if you have questions or need special accommodations for the meeting. Those who are unable to attend the in-person meeting may submit comments or concerns in writing to be presented to the Board. Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number (711 or 800-735-2962). Signed copy of resolution available at Mount Pleasant Town Hall.

Publication Dates: Fridays, July 21, July 28, August 4 and August 11

Mount Pleasant

North Carolina

Founded in 1848

CERTIFIED MAIL

Thyra and Harry Drye
PO Box 192
Mount Pleasant, NC 28124

July 20, 2023

Dear Property Owner,

Please be informed that the Town of Mount Pleasant has received the following request for right-of-way closure in the vicinity of property that you own:

Right-of-Way Closure-Portion of McAllister Avenue

- **Description:** Request to close approximately 205 feet of McAllister Avenue to the north of the intersection of Sneed Lane
- **Location:** 400 feet north of North Drive within the Town of Mount Pleasant extraterritorial jurisdiction (ETJ)
- **Adjacent Cabarrus County Parcel Number(s):** 5670-08-3451 and 5670-08-2163

Per North Carolina General Statute 160A-299, notification has been sent to all owners of property adjoining the portion of the street or alley to be closed. Upon the closing of a street or alley, all right, title, and interest in the right-of-way shall be conclusively presumed to be vested in those persons owning lots or parcels of land adjacent to the street or alley, and the title of such adjoining landowners, for the width of the abutting land owned by them, shall extend to the centerline of the street or alley, unless otherwise agreed upon by the adjacent property owners.

The **Town Board of Commissioners** will hold a public hearing on this matter on **Monday, August 14 at 6:00pm** in the Meeting Room of the Town of Mount Pleasant Town Hall, 8590 Park Drive, Mount Pleasant, NC.

Please contact me at Town Hall at 704-436-9803 or burrise@mtpleasantnc.us to discuss this request further.

Sincerely,



Erin S. Burris, AICP
Planning & Economic Development Director

Attachment: Resolution of Intent to Close Right-of-way and Map

Mount Pleasant

North Carolina

Founded in 1848

CERTIFIED MAIL

Susanna Sneed
345 Sneed Lane
Mount Pleasant, NC 28124

July 20, 2023

Dear Property Owner,

Please be informed that the Town of Mount Pleasant has received the following request for right-of-way closure in the vicinity of property that you own:

Right-of-Way Closure-Portion of McAllister Avenue

- **Description:** Request to close approximately 205 feet of McAllister Avenue to the north of the intersection of Sneed Lane
- **Location:** 400 feet north of North Drive within the Town of Mount Pleasant extraterritorial jurisdiction (ETJ)
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The **Town Board of Commissioners** will hold a public hearing on this matter on **Monday, August 14 at 6:00pm** in the Meeting Room of the Town of Mount Pleasant Town Hall, 8590 Park Drive, Mount Pleasant, NC.

Please contact me at Town Hall at 704-436-9803 or burrise@mtpleasantnc.us to discuss this request further.

Sincerely,



Erin S. Burris, AICP
Planning & Economic Development Director

Attachment: Resolution of Intent to Close Right-of-way and Map

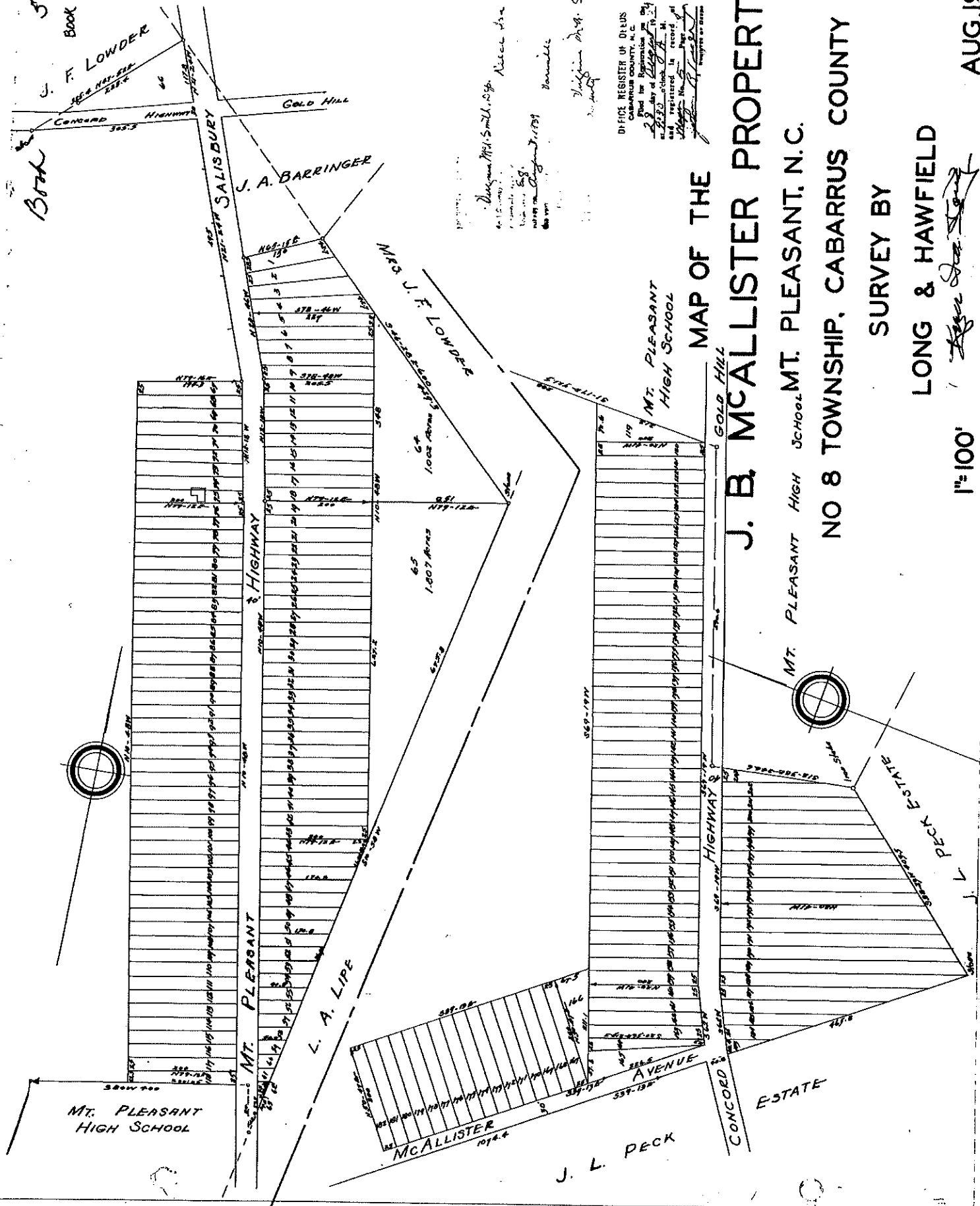
From: [Doug & Thyra Drye](#)
To: [Erin Burris](#)
Subject: Right-of-Way- Portion of McAllister Avenue
Date: Tuesday, July 25, 2023 9:35:41 AM

Caution: This Email Message Originated Outside of Our Email Server. Please Use Caution When Opening Links and Attachments

To: Erin S. Burris, AICP, Planning & Economic Development Director
From: Thyra E. and Harry Douglas Drye

As the owners of property adjoining the portion of the "street" to be closed, we do not object to the closing of the described right-of-way. We also relinquish our legal right to own the fifteen (15) foot by two hundred, five (205) foot part of the right-of-way that joins our property and that would otherwise be vested to us as the right-of-way is closed. The entire right-of-way is currently on the plat of property owned by Susanna Sneed and the ownership of the entire right-of-way is hers.

Book 5 p. 78
BOOK 5 PAGE 78



OFFICE REGISTER OF DEEDS
 CABARRUS COUNTY, N. C.
 Filed for Registration on
 20th day of August 1939
 at 2:25 o'clock P. M.
 and registered in record of
 Map No. 100 Page 78
 Virginia D. S. Smith
 Register of Deeds

Virginia D. S. Smith
 Register of Deeds
 Received
 20th day of August 1939
 at 2:25 o'clock P. M.
 and registered in record of
 Map No. 100 Page 78

MAP OF THE

J. B. McALLISTER PROPERTY

MT. PLEASANT HIGH SCHOOL, MT. PLEASANT, N. C.
 NO 8 TOWNSHIP, CABARRUS COUNTY

SURVEY BY

LONG & HAWFIELD

1" = 100'

James S. Long

AUG. 1939

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Continue discussion on distribution of candy at Parades

Narrative:

At the July 10, 2023, monthly Board meeting, staff were asked to ask other jurisdictions if they allow candy/other items to be thrown or handed out during parades. Below are the findings:

- Salisbury/Spencer/Faith – no objects thrown into the crowd. Give-a-ways may be handed out person to person
- Kannapolis – “throwing or tossing candy or other items from any vehicle is strictly prohibited” according to their Parade Rules & Regulations. Their Rules/Regulations do not address give-a-ways person to person.
- Harrisburg – Candy, beads, advertising materials may be distributed by a walker. No items thrown from vehicle or float.
- Matthews – no candy or other items thrown from parade entries, however walkers beside the entry will be allowed to safely hand candy or other items to the crowd (no bottled or canned drinks can be distributed)
- Concord – “no candies, treats or other items can be thrown, do not throw anything along the parade route. Items you wish to give out must be handed to individuals.”

Recommendation:

Staff recommend we allow candy, beads, advertising items, etc. to be distributed by a walker with no items being thrown from vehicles/floats, etc. If approved, we will include on Parade application and communicate via email/phone with participants and make sure they understand.

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Consider renderings of Park Drive signs.

Narrative:

The attached two sign renderings are for the sign at the corner of Park Drive and N. Main St. Staff would like the Board to decide which they would prefer to be placed at the corner.

Recommendation:

Motion to approve example # ____ to be constructed at the corner of Park Drive and N. Main St.

Example #1

Sign face approx. 6' wide x 4.5' tall
(max. 24 sf)

Preferred Font for Panels:
Tide Sans 500 Dudette



Brick to match Fire Station

Example #2

Sign face approx. 6' wide x 4.5' tall
(max. 24 sf)



Preferred Font for Panels:
Tide Sans 500 Dudette

MOUNT PLEASANT
NORTH CAROLINA

Fire Department

Town Hall

Lions Club

McAllister Park

Food Ministry

Senior Center

Restored Hope Therapy

April Lisk Photography

PUBLIC PARKING

8574 - 8617 Park Drive

Stone from Lentz House

Brick to match Fire Station

Base approx. 8' wide
(with 1' wide columns)

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Consider awarding BRS, Inc. the construction contract for the USDA project.

Narrative:

LKC Engineering will attend the meeting to present the information from the Bid Opening held on July 26th.

See attached letter of Engineer's Recommendation to Award.

Recommendation:

1. Motion to award BRS, Inc. the construction contract for the USDA Project in the bid amount of \$4,662,874.00, **contingent upon approval from USDA-RD and LGC approval.**
2. Motion to allow the Town Manager to execute all documents relating to USDA Sewer project construction contract.



Engineering
Landscape Architecture
Surveying

July 27, 2023

Mr. Del Eudy, Mayor
Town of Mt. Pleasant
8590 Park Drive
Mt. Pleasant, NC 28124

Re: Town of Mount Pleasant USDA Sewer Improvements
USDA-Rural Development Program
Engineer's Recommendation to Award

Dear Mr. Eudy:

Bids were received for the Town of Mount Pleasant – USDA Sewer Improvement Project on Wednesday, July 26, 2023. This project includes the installation of approximately 465 linear feet of new 15" gravity sewer; the installation of approximately 1,950 linear feet of new 12" gravity sewer; the replacement of approximately 2,700 linear feet of 8" gravity sewer; the installation of 5,470 feet of 8" force main; the installation of 1 proposed sewer lift station; the decommissioning of 1 existing lift station; and the replacement of 10 manholes throughout the downtown area.

Three bids were received and accepted as summarized below:

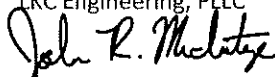
CONTRACTOR	LOCATION	BID AMOUNT
BRS, Inc.	Richfield, NC	\$ 4,662,874.00
Dellinger, Inc.	Monroe, NC	\$ 5,054,420.00
Propst Construction Company	Concord, NC	\$ 5,391,165.00

The low bidder is BRS, Inc. from Richfield, NC. Our team has worked with BRS, Inc. numerous times over the past 10 years and found them to be a reputable group capable of completing the project in a clean and timely fashion.

Therefore, LKC recommends the award be made to BRS, Inc. contingent upon approval from USDA-RD and LGC approval for the bid amount of \$4,662,874.00.

Attached to this recommendation are a Bid Summary and Bid Tabulation showing detailed results of the bid. If you have any questions, please do not hesitate to contact us at (910) 420-1437 or by email at rob@LKCEngineering.com.

Sincerely,
LKC Engineering, PLLC



John R. McIntyre, P.E.

DEPARTMENT OF THE TREASURER
 LOCAL GOVERNMENT COMMISSION
 3200 Atlantic Avenue , Raleigh, North Carolina 27604

FINAL CAPITAL BUDGET

Unit Town of Mount Pleasant Date: **August 10, 2023**

Note: A separate FINAL CAPITAL BUDGET is required for each bond purpose for which notes are to be sold.

1. Bond purpose **Regional pump station, sewer line replacement, manhole rehabilitation**

Amount of notes \$6,076,000

2. Describe in general terms nature of project/capital outlay if different from original application. **This project includes the installation of approximately 465 linear feet of new 15" gravity sewer; the installation of approximately 1,950 linear feet of new 12" gravity sewer; the replacement of approximately 2,700 linear feet of 8" gravity sewer; the installation of 5,470 feet of 8" force main; the installation of 1 proposed sewer lift station; the decommissioning of 1 existing lift station; and the replacement of 10 manholes throughout the downtown area.**

3. Consulting Engineer or Architect: **LKC Engineering**

4. Final Capital budget — based on actual costs (i.e. construction bids received 07/26/2023) **\$6,076,000**

Include bid tabulations for construction cost (Note: Bid tabulations should equal construction cost in the following table).

Actual Cost	Funding Sources
Construction Cost..... \$ 4,662,874.00	Bonds..... \$6,076,000
Eng. or Arch. Fees..... \$ 466,000	Grants (indicate source)....
Land and Rt.-of-way
Bond Counsel Legal Fees..... \$ 30,000
Other Legal and Fiscal
Administrative
Capitalized Interest
Contingency..... \$ 465,400	Available Cash..... \$0
.....	Other
Total \$6,076,000	Total..... \$6,076,000

5. Have all required permits and/or approvals by State or Federal regulatory agencies been received? **Yes (see attached letter from LKC Engineering)**

Signature of Authorized Representative of Unit Terry R. Holloway Date 8/10/23
 Concurrence of State USDA Representative _____ Date _____

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Consider approving the FY23/24 engineering contract with LE Wooten & Company to cover 2 days per week and the associated Budget Amendment.

Narrative:

The Town Engineer is currently working two days a week to cover the backlog of projects needing review. With the start of the water/sewer projects this fall, staff would like to continue to use LE Wooten & Company to help oversee the projects. This would involve a budget amendment to cover the additional expense.

See attached Contract with LE Wooten & Company and Budget Amendment #1 Engineering Fees.

Recommendation:

1. Motion to approve the FY23/24 contract with LE Wooten & Company for two days per week for engineering services.
2. Motion to approve Budget Amendment #1 Engineering Fees.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between

Town of Mount Pleasant (“Owner”)

and

L.E. Wooten & Company dba The Wooten Company (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Consulting Engineering General Services (“Project”).

Engineer’s services under this Agreement are generally identified as follows: Provide on-site services of an Engineer for 2 days (±16 hours) per week July 1, 2023, through June 30, 2024 (“Services”).

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: **This agreement is valid from July 2023 through June 2024. The agreement may be continued after one year with the agreement of both parties, for a period of 1-year and continued as an annual contract.** If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. **Invoices:** Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this

Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Hourly Rates Plus Reimbursable Expenses*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to the cumulative hours charged to the Town for an Engineer, Richard McMillan, at **\$115/hour not to exceed \$95,680 for 52-week period**. This fee will be broken down between the following funds and will be invoiced individually to each of these funds:
 - a. USDA Sewer project
 - b. ARP Water project
 - c. CMAQ project
 - d. General Engineering Services
2. If another staff member is needed to fill this position or provide other services, this hourly rate will be changed to match the rates shown in the Engineer's Standard Hourly Rates sheet attached as Appendix 2. In this case, the not to exceed amount or hours on site will need to be revised.
3. There is no mileage charge anticipated. If job related travel ends up being necessary it will be billed as an Additional Service at the current IRS standard rate, accompanied by a summarizing spreadsheet to include date, job name, and total miles driven. Mileage and time to and from the Town to report for work will not be charged.
4. Assistance with Powell Bill mapping or other possible services have an estimated **maximum of \$1,000** to be billed at the billing rate for the classification of employee working on the Powell Bill Mapping submission or the other services provided.
5. The total estimated maximum fee is therefore **\$96,680**.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Engineer's standard hourly rates are attached as Appendix 2.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this

Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

8.01 Attachments:

Appendix 1 – Scope of Services


Appendix 2 – Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner:
Town of Mount Pleasant

By: _____
Print name: Randy Holloway
Title: Town Manager
Date Signed: _____

Engineer:
L.E. Wooten & Company dba The Wooten Company

By: 
Print name: W. Brian Johnson, PE
Title: Vice President
Date Signed: 7/11/2023

Engineer License or Firm's Certificate No. (if required):
F-0115
State of: North Carolina

Address for Owner's receipt of notices:
8590 Park Drive
Mount Pleasant, NC 28124

Address for Engineer's receipt of notices:
300 S. Main Street, Lower Level
Winston-Salem, NC 27101

PRE-AUDITED STATEMENT

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

Print Name: _____

Title: Finance Officer

By (Signature): _____

Date Signed: _____

APPENDIX 1
TO THE
ENGINEERING SERVICES AGREEMENT
BETWEEN
THE TOWN OF MOUNT PLEASANT
AND
L.E. WOOTEN & COMPANY DBA THE WOOTEN COMPANY
FOR
CONSULTING ENGINEERING GENERAL SERVICES

WHEREAS, the parties hereto agree that Engineer shall provide Consulting Engineering General Services from July 1, 2023, through June 30, 2024, pursuant to and subject to the following terms and conditions.

1. Engineer (initially proposed to be Richard McMillan) shall be available for in-person consultations two (2) days per week for 52 weeks. From Town Hall the Engineer will provide a variety of tasks and act at the request of the Town, by and through its Town Manager unless another person is designated to be the Owner's representative. Basically, the Engineer will be an extension of the Town staff. The following is a list of tasks that are anticipated for the Engineer to provide:
 - (a) Engineer will respond to calls from the public dealing with public works or engineering issues as designated by the Town Manager.
 - (b) Engineer shall review drawings and construction practices of developers to verify they are in compliance with development guidance and ordinances for the Town of Mount Pleasant.
 - (c) Engineer shall represent Owner at construction meetings with developers or other projects that the Town of Mount Pleasant is associated.
 - (d) Engineer shall maintain record drawings and preliminary reports and all other records for the benefit of Owner and organize said documents at Town Hall.
 - (e) Engineer shall prepare monthly status reports to be presented one week before the Owner's regularly scheduled Council meeting.
 - (f) Engineer shall attend meetings when requested by the Town Manager. Some of these meetings may be the regular scheduled Town Council meetings.
 - (g) Engineer shall update the Powell Bill map and certification update for the Town to submit to the North Carolina Department of Transportation. This service may require assistance from the Town Planner or Additional Services from The Wooten Company GIS department.
 - (h) If a specific project is identified by the Owner that needs to be done, then a separate task order will be prepared between the parties identifying the work project and establishing a fee for said project.

2. The Town in turn agrees to the following:
 - a. Provide access to Town Hall, office space, traditional office equipment and related support, local tax records, Geographic Information Systems, tax maps, copies of all pertinent ordinances, or other items deemed necessary in the completion of duties associated with the execution of this contract.



SCHEDULE OF FEES
Hourly Rates for Wage Categories
7/1/2023

Wage Category	Hourly Billing Rate
Engineer I	\$ 132
Engineer II	\$ 161
Engineer III	\$ 191
Engineer IV	\$ 229
Engineer V	\$ 269
Architect I	\$ 113
Architect II	\$ 164
Designer I	\$ 94
Designer II	\$ 111
Designer III	\$ 133
Designer IV	\$ 164
Construction Admin I	\$ 135
Construction Admin II	\$ 190
Construction Admin III	\$ 245
Construction Observer / Resident Project Representative	\$ 123
Utility Coordinator II	\$ 144
Utility Coordinator III	\$ 220
Survey Technician I	\$ 54
Survey Technician II	\$ 74
Survey Technician III	\$ 91
Survey Technician IV	\$ 109
Survey Technician V	\$ 137
Surveyor II	\$ 121
Surveyor III	\$ 143
Surveyor IV	\$ 206
GIS Analyst I	\$ 97
GIS Analyst II	\$ 114
GIS Analyst III	\$ 132
GIS Analyst IV	\$ 145
Funding Coordinator I	\$ 90
Funding Coordinator II	\$ 125
Funding Coordinator III	\$ 170
Project Assistant	\$ 95

Reimbursables: Mileage will be billed at the current IRS Standard Mileage Rate, Subcontracted Services and other expenses at cost plus 10%.

Standard Hourly Rates are subject to periodic review and adjustment.

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Consider approving a Budget Amendment to up-fit the new Fire Station.

Narrative:

Fire Chief Dustin Sneed has asked the Town to provide additional funds not covered by the Fire Department Renovation Project to up-fit the station to be move-in ready. The items needed with estimate cost are listed below:

-Kitchen supplies	\$1,500
-Alert system and computers	\$15,782.50
-Turnout Gear Washer/Extractor	\$9,863.05
-2 Picnic Tables	\$2,500
-Turnout Gear Storage lockers	\$6,205
-Desks	\$3,783.92
-Flammable Liquids Cabinet	\$1,550
Total:	\$41,184.47

They have already purchased the following using the project fund:

- All appliances (gas stove, refrigerator, dishwasher, microwave)
- All furniture (beds, mattresses, nightstands, office chairs, kitchen table chairs, recliners)
- All gym equipment (treadmill, functional training cable machine, squat rack/bench, barbell, dumbbells up to 100lbs, dumbbell rack)

There will be a follow-up revision once the Fire Department has moved back into the new building and the Town is able to close out the project to see if there are any funds remaining in the Project account from the loan funds.

Recommendation:

Motion to approve Budget Amendment #3 Fire Department Up-fit.

