



Regular Board Meeting
Tuesday, August 11, 2026
6:00 PM- Town Hall Commissioners Room

Call to Order- Mayor Tony Lapish

Invocation- Pastor Nick Newman from Propel Church

Pledge of Allegiance- Mayor Tony Lapish

1. Public Forum

(Please state name, address and 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)

ADD On : New Business C. : Declare Public Nuisance at 1075 Circle Dr.

4. Consent Agenda (Pages 3-14)

- A. Minutes for July 14, 2026 (pages 3-6)
- B. Budget Amendment #3 AIA Grants (carry over from FY25/26) (page 7)
- C. Budget Amendment #4 Town Hall Parking Lot Repaving (overages) (pages 8-10)
- D. Public Records Request Policy (pages 11-14)

5. Staff Reports (Pages 15-42)

- A. Town Manager-Randy Holloway (page 15)
- B. Town Asst. Manager- Planning & Economic Development Director - Erin Burris (pages 16-23) **Town Property Discussion*
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 24-25)
- D. Human Resources/Events- Crystal Smith (page 26)
- E. Code Enforcement - Jim Sells (pages 27-31)
- F. Public Works- Derek Linker (page 32)
- G. Fire Department-Dustin Sneed (page 33)
- H. Cabarrus County Sheriff's Department (pages 34-42)

6. Old Business (Page 43-44)

A. Receive update on the status of (page 43):

- Lower Adams Creek Sewer Outfall Project
- Water Distribution Improvements Project
- Water Treatment Plant Renovation Project

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B. Consider supporting the Mount Pleasant Literary Festival. (page 44)

7. New Business (Pages 45-68)

A. Consider adding Commissioner Comment Period to future agendas. (page 45)

B. Consider approving the agreements for North Dr. Ballfields and McAllister Field. (page 46-68)

C. **ADD ON:** Declare Public Nuisance at 1075 Circle Dr.

8. Closed Session 143-318.11.(a)(#6) Personnel

To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

9. Adjournment

All agenda items and attachments are considered public records.

If you would like a copy of the Agenda Packet, which includes all documents related to the Board meeting, please visit <https://mtpleasantnc.gov> and look under the Government Tab to see the packet, agenda, and prior Board Minutes

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



**Board of Commissioners
Town Board Meeting Minutes
Tuesday, July 14, 2026, at 6:00 P.M.**

Attendance: Mayor Tony Lapish
Mayor Pro-Tem/Commissioner Lori Furr
Commissioner Steven Dixon
Commissioner Liz Poole
Commissioner Mike Steiner
Commissioner Justin Simpson (absent)
Town Administrator Randy Holloway
Town Attorney John Scarbrough
Town Clerk Amy Schueneman

Also Present: Crystal Smith, Erin Burris, EZ Smith, Scott Barringer, Natalie Culp, Michelle Monnick, Phil Henry, Samantha Grass, Gretchen Carson, Tim Seagraves, Oliver Grimes, and Chris Smith

CALL TO ORDER

Mayor Tony Lapish called the meeting to order.

INVOCATION

Associate Pastor Natalie Culp from Mount Pleasant Methodist Church led the Board in prayer.

PLEDGE OF ALLEGIANCE

Mayor Lapish led the Pledge of Allegiance.

1. Public Forum

Scott Barringer and EZ Smith provided information to the Board concerning the Cabarrus County Sports Hall of Fame (CCSHOF) and asked the Board for a \$2,500 donation that would go to scholarships for students enrolling in college and participating in sports. CCSHOF will give \$500 scholarships to a male and female student-athlete at each of the counties high schools each year. The Board thanked him for the information. No action was taken.

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 of interest.

3. Approve Agenda

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ADD On under Consent Agenda:
Budget Amendment #2- Repaving Erbach & Marksburg

A motion to approve the Amended Agenda was made by Commissioner Furr with a second by Commissioner Poole. All Board Members were in favor. (4-0, Commissioner Simpson absent)

4. Consent Agenda

- A. Minutes for June 9, 2026
- B. Economic Development Public Investor Agreement
- C. Fire Department Personnel Compensation and Leave Policy
- D. Budget Amendment #18 VOIDED Town Hall Parking Lot Repaving
- E. Budget Amendment #20 Powell Bill Allocation Shortfall
- F. Budget Amendment #21 Use of Powell Bill Funds
- G. Resolution to Open Savings Account for FD-Capital Reserve-Facilities
- H. Resolution to Change Name of Capital Reserve to FD-Capital Reserve Radios & Capital Equipment
- I. **ADD ON:** Budget Amendment #2- Repaving Erbach & Marksburg

Commissioner Furr made a motion to approve the Consent Agenda with a second by Commissioner Dixon. All Board Members were in favor. (4-0, Commissioner Simpson absent)

5. Staff Reports

- A. Town Manager- Randy Holloway
- B. Town Asst. Manager- Planning & Economic Development Director – Erin Burris
- C. Town Clerk/Finance Officer – Amy Schueneman
- D. Human Resources/Events- Crystal Smith
- E. Code Enforcement/Grant Writer- Jim Sells
- F. Public Works- Daniel Crowell
- G. Fire Department-Dustin Sneed
- H. Cabarrus County Sheriff's Department
- I. **Additional Items for Discussion:** State Budget and Speed Limits within Town
Erin Burris stated the Town benefited from the State Budget by receiving a designated \$225,000 for Downtown Revitalization and Fire Training Facility. Staff plans to split the amount equally (\$112,500) between the two projects. Information will be on a future agenda when OSBM sends the details to the Town about the funds.

The Town had previously requested NC DOT to extend the 45mph zone on Hwy 49 from North Drive to North Drive for school traffic and the lumber mill and it was denied. NCDOT did say the Town is welcome to send a letter to address our concerns about the speed limit on Hwy 49 and Hwy 73 and NC DOT would take it into consideration. Deputy Grimes from Cabarrus County Sheriff's Department Traffic Enforcement Division said when the office receives speed complaints, a flashing speed limit sign can be set up to record the speeds along that area. The department looks at the data, and it lets the Sheriff's Department know when to be in the area to monitor speed. Deputy Grimes suggested the Town could purchase a radar trailer to flash the speed limit the driver is going, and if it is a certain point above the speed limit it will flash blue and white lights. These trailers have reduced speeding in Harrisburg and Midland.

6. Old Business

A. Receive update on the status of:

Lower Adams Creek Sewer Outfall Project

Erin Burris reported 215ft of old sewer line had been replaced on Hillside Dr. Two manholes on Ridge Dr. were renovated. The sewer project is wrapping up. There is one driveway that needs to be repaired, and the Town is working with LKC Engineering to see if the remaining funds could be used to repave Hillside Dr. Since the trench box is 9ft wide and the street is only 16ft wide,

more than half of the pavement was damaged and NCDEQ may approve the pavement of the entire street instead of patching.

Water Distribution Improvements Project

Erin Burris updated the Board that the Jackson St. waterline replacement was approved by NCDEQ. State Utility Contractors was given permission by NCDOT Division 10 to start at North Drive/Jackson St. and work towards Hwy 49. The goal is to complete the project by the time school starts. Still waiting for the encroachment agreement to be signed by NC DOT for the work along Hwy 49.

Approval from NCDEQ has been received for the Allman Rd Ext/Seneca Dr waterline replacement using the remaining funds after Jackson St. is completed. These “waterlines” are 2” electrical conduit that the developer installed many years ago.

BRS, the contractors that built the new Empire Dr. pump station, will repair a sink hole from an old manhole in the drive to Food Lion off Hwy 49. Even though it is no longer under warranty, BRS is willing to fix the issue.

Water Treatment Plant Renovation Project

Randy Holloway stated the plant is running well. Expectations were to have the PAC system up and running in July prior to the compliance testing. Everything has been submitted to NCDEQ for the new well permit. Approval should come this week, and the well will be put into use immediately to help dilute the organics in the lagoon before being treated and entering the distribution system. This will improve the numbers for the July water sampling and move the Town closer to compliance.

7. New Business

A. Consider changing the Commercial Rollout Trash Policy

The current guidelines in the Fees & Charges Schedule state:

Commercial and Churches

Rollout Service is Available for Light Office Trash (Limited to 3 Containers Per - Building)	Same as Residential
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Dumpster Service Required for Large Commercial Generators	Not Provided
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Requested change by Town Staff is:

Non-Residential & Multi-Family Uses

Rollout Service is Available for Standard Waste (Limited to 2 Garbage & 2 Recycle Containers Per – Lot of Record)	Same as Residential
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Dumpster Service Required for Non-Residential & Multi-Family Uses	Not Provided
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This will limit the number of cans on commercial sites, along roads, and on sidewalks. Roll-out service is not a typical service provided to non-residential and multi-family sites in other jurisdictions.

It is difficult for businesses to get a waste company to provide dumpsters in the Mount Pleasant area. Waste Pro is willing to provide dumpsters to the Town for businesses to use. Decisions on dumpster locations and possible cost sharing with businesses will be made later.

A motion for new accounts opened after July 14, 2026 to limit the maximum number of cans per lot of record to 2 garbage and 2 recycling containers was made by Commissioner Poole with a

second by Commissioner Dixon. All Board Members were in favor. (4-0, Commissioner Simpson absent)

B. Sewer allocation for Pleasant Springs

In accordance with the Town's adopted Wastewater Allocation Policy, Highway 49 Properties LLC requests 20,025 gallons per day (gpd) to be allocated for the project located at 5122 & 5130 NC Highway 49 N. The 20,025gpd was estimated using current on North Carolina Administrative Code guidance for a three-bedroom single-family residential home (75gpd per bedroom). The Policy requires that any request of greater 5,000gpd be approved by the Town Board of Commissioners.

After the presentation for the wastewater allocation request, the Board discussed the remaining sewer allocation for future projects.

A motion to approve the allocation request of 11,250gpd for Phase 1 and 8,775gpd for Phase 2 (20,025gpd total) based on the evaluation in Subsection B and recommendation in Subsection C of this analysis was made by Commissioner Steiner with a second by Commissioner Poole. All Board Members were in favor. (Yes 3:Dixon, Poole, Steiner-No 1:Furr, Commissioner Simpson absent)

A motion to go into Closed Session was made by Commissioner Furr with a second by Commissioner Dixon. All Board Members were in favor. (4-0, Commissioner Simpson absent)

8. Closed Session 143-318.11.(a)(#5) Economic Development

To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

A motion to come out of Closed Session was made by Commissioner Poole with a second by Commissioner Dixon. All Board Members were in favor. (4-0, Commissioner Simpson absent)

9. Adjournment

With nothing else to come before the Board, Commissioner Furr made a motion to adjourn. Commissioner Poole seconded the motion. All Board Members were in favor. (4-0, Commissioner Simpson absent)

By our signatures, the following minutes were approved as submitted on Tuesday, August 11, 2026 in the Regular Meeting.

Town Clerk Amy Schueneman

Mayor Tony Lapish

TOWN OF MOUNT PLEASANT

Budget Amendment #3 AIA Grants (carry over from FY25/26)					
Revenue Adjustments					
Account Number	Account Description	Current Budget	Decrease - Debit	Increase - Credit	Revised Amount
21-3034-901	ARPA AIA Grant Water	\$ -	\$ -	\$ 79,500.00	79,500.00
21-4034-902	ARPA AIA Grant Sewer	\$ -	\$ -	\$ 66,500.00	66,500.00
21-4034-903	ARPA AIA Grant Storm water	\$ -	\$ -	\$ 171,500.00	171,500.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
Expenditure Adjustments					
Account Number	Account Description	Current Budget	Increase - Debit	Decrease - Credit	Revised Amount
21-4015-700	ARPA AIA Grant Water	\$ -	\$ 79,500.00	\$ -	79,500.00
21-4015-701	ARPA AIA Grant Sewer	\$ -	\$ 66,500.00	\$ -	66,500.00
21-4015-702	ARPA AIA Grant Storm water	\$ -	\$ 171,500.00	\$ -	171,500.00
		\$ -	\$ -	\$ -	-
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		\$ -	\$ -	\$ -	-
Totals		\$0.00	\$317,500.00	\$317,500.00	\$635,000.00
Budget Amendment #3 AIA Grants (carry over from FY25/26)					
Prepared by: Amy Schueneman Date: 8/11/2026 Approved by: _____					
Posted by: Amy Schueneman Date: _____					

TOWN OF MOUNT PLEASANT

Revenue Adjustments					
Account Number	Account Description	Current Budget	Decrease - Debit	Increase - Credit	Revised Amount
11-3091-900	Appropriation of Fund Balance	\$ 137,222.76	\$ -	\$ 34,841.40	172,064.16
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
Expenditure Adjustments					
Account Number	Account Description	Current Budget	Increase - Debit	Decrease - Credit	Revised Amount
11-4031-720	Capital Outlay-Parking Lots	\$ 96,722.76	\$ 34,841.40	\$ -	131,564.16
		\$ -	\$ -	\$ -	-
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		\$ -	\$ -	\$ -	-
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Totals		\$233,945.52	\$34,841.40	\$34,841.40	\$303,628.32

Budget Amendment #4 Town Hall Parking Lot Repaving (overages)

Prepared by: Amy Schueneman Date: 8/11/2026 Approved by: _____

Posted by: Amy Schueneman Date: _____

TOWN OF MOUNT PLEASANT

TOAN HALL PARKING LOT REPAIRS, PAVING, AND RESTRIPIING

Pay Estimate

7/27/2026

Bids Received by May 27, 2026, 4:00 PM



				BID		Pay Estimate #1		
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE		QUANT.	TOTAL	
	PARKING LOT - N. MAIN & W. FRANKLIN							
1	MOBILIZATION	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	100.00%
2	1.5" MILLING OF PARKING LOT (PLAN QUANTITY)	5,100	SY	\$ 6.00	\$ 30,600.00	\$ 5,100.00	\$ 30,600.00	100.00%
3	ASPHALT BASE REPAIR - 3" I19.0C (POST MILLING)	660	SY	\$ 28.00	\$ 18,480.00	\$ 660.00	\$ 18,480.00	100.00%
4	CONSTRUCT NEW PARKING SPACES: EXCAVATE, 6" ABC, S9.5B (PLAN QUANT.)	1.5" 200	SY	\$ 33.00	\$ 6,600.00	\$ 67.00	\$ 2,211.00	33.50%
5	PARKING LOT ASPHALT - 1.5" S9.5B	550	TN	\$ 160.00	\$ 88,000.00	\$ 828.67	\$ 132,587.20	150.67%
6	5' CONC. SIDEWALK - 4" THICK, 3,000 PSI	140	SY	\$ 100.00	\$ 14,000.00	\$ 140.00	\$ 14,000.00	100.00%
7	ASPHALT SPEED HUMP INSTALLATION (S9.5B): WIDE x 4" HIGH - PAINTED TRAFFIC YELLOW	3' 180	LF	\$ 22.00	\$ 3,960.00	\$ 180.00	\$ 3,960.00	100.00%
8	NEW CONCRETE PARKING STOPS & ANCHORS	25	EA	\$ 50.00	\$ 1,250.00	\$ 31.00	\$ 1,550.00	124.00%
9	PARKING LOT STRIPING - INCL. PARKING STALLS, ADA, ETC.	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 1.00	\$ 2,500.00	100.00%
	SENIOR CENTER PARKING LOT							
10	GRADE EXISTING ABC FOR DRAINAGE	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1.00	\$ 1,500.00	100.00%
11	15-INCH RCP	40	LF	\$ 100.00	\$ 4,000.00	\$ 40.00	\$ 4,000.00	100.00%
12	EXCAVATE FOR NEW D/W AND PARKING (7" DEEP)	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 1.00	\$ 3,000.00	100.00%
13	COMPACTED ABC - 6" THICK	50	TN	\$ 80.00	\$ 4,000.00	\$ 104.29	\$ 8,343.20	208.58%
14	ASPHALT SURFACE MATERIAL: S9.5B (1.5" THICK)	60	TN	\$ 100.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	100.00%
15	STRIPING PARKING SPACES	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 1.00	\$ 1,000.00	100.00%
16	CONTINGENCY	1	LS	\$ 10,000.00	\$ 10,000.00		\$ -	
TOTAL					\$ 195,890.00		\$ 230,731.40	117.79%

Richard D. McMillan, PE, Town Engineer

\$ 34,841.40

Amy Schueneman

From: Richard McMillan
Sent: Wednesday, July 29, 2026 2:00 PM
To: Randy Holloway; Erin Burris; Amy Schueneman
Subject: Town Hall Parking Lot Work
Attachments: 2026-07-29 Town Hall Parking Lot - Pay Estimate #1.pdf

Good Afternoon;

I normally like for my cost opinions to be closer than this, but due to some unforeseen issues with the existing pavement structure, we went over budget. Based on my discussion with David Castleberry this morning, the final project total is **\$230,731.40**, which is **\$34,841.40** over budget. The original Contract amount was **\$195,890.00**. Below are the reasons for this cost overrun:

- The existing pavement in parking lot was not as thick as anticipated. Milling out 1.5" of asphalt only left a fraction of pavement in many areas and that pavement was breaking up as equipment moved across it. This could not be left as it would be unstable to pave over. As a result, the additional existing asphalt was removed and more asphalt was placed. Instead of 1 ½" of asphalt material as specified, it was closer to 2 ¼" of asphalt placed on the parking lot, which is about 50% more asphalt (828.67 TN vs 550 TN (est)). The costs of the extra asphalt was **\$44,587**.
- There were additional parking stops needed, as some of the existing stops broke when removed – \$500.
- The contingency line item of \$10,000 was not used, which is about the difference in the total cost overrun and the extra asphalt.

Most other items were in line. We'll try to be better next project. Please let me know if you have any questions. Thank you.

Richard D. McMillan, PE
Town Engineer
Town of Mount Pleasant
PO Box 787
8590 Park Dr.
Mt. Pleasant, NC 28124

engineer@mtpleasantnc.gov



Office Hours: Monday & Wednesday 8:30 am – 5:00 pm
704-436-9800, Ext. 1007
704-956-3969 - Cell



PUBLIC RECORDS POLICY

Purpose

The purpose of this policy is to establish a consistent and lawful process for responding to requests for public records in accordance with Chapter 132 of the North Carolina General Statutes.

Coverage

This policy shall remain in effect until amended or rescinded by the Town Board.

PUBLIC RECORDS

1. Public Records Defined

Pursuant to Chapter 132 of the North Carolina General Statutes, the Town of Mount Pleasant shall make available for public inspection and copying all records in its custody that are defined as public records by law and not subject to an exemption under the law.

N.C.G.S. §132-1(a) defines public records as all documents, papers, letters, maps, books, photographs, films, sound recordings, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina or its subdivisions.

In accordance with N.C.G.S. §132-6.2(e), the Town is not required to create or compile a record that does not exist in order to satisfy a request. The Town is also not required to answer questions, conduct legal research, or analyze data in response to a public records request.

2. Records Exempt from Disclosure

All records maintained by the Town are public unless exempt from disclosure under North Carolina law. If access to a requested record is denied, the Town shall identify the applicable legal authority supporting the denial when practicable.

Examples of records exempt from disclosure include, but are not limited to:

- a) Confidential attorney-client communications as provided by N.C.G.S. §132-1.1.
- b) Criminal investigation and criminal intelligence records as provided by N.C.G.S. §132-1.4.
- c) Sensitive public security information and technology security information protected under N.C.G.S. §132-1.7.
- d) Certain records involving minors as protected by applicable state law.

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- e) Personnel records made confidential by N.C.G.S. §160A-168, except information designated by statute as public.
- f) Confidential tax information protected by law.
- g) Social security numbers and personal identifying information protected under state and federal law.
- h) Trade secrets and electronic payment account numbers protected under N.C.G.S. §132-1.2.
- i) Engineering, architectural, survey, utility, security, or infrastructure records to the extent protected by N.C.G.S. § 132-1.7 or other applicable law.
- j) Trial preparation materials and certain litigation-related records protected under N.C.G.S. §132-1.9.
- k) Information temporarily withheld to protect witnesses or ongoing investigations as authorized by law.
- l) Certain economic development records temporarily protected from disclosure under applicable statutes.

The foregoing examples are illustrative and not exhaustive. The Town shall withhold or redact records only as authorized or required by law.

3. Redaction of Confidential Information

A request shall not be denied solely because confidential information is commingled with nonconfidential public information. When required, the Town shall redact or separate confidential information and make the non-confidential portions available as required by law.

HOW TO MAKE A PUBLIC RECORDS REQUEST

Requests may be submitted electronically, by mail, in person, or by completing the Town's Public Records Request Form. Use of the form is encouraged to assist the Town in accurately processing requests.

A requestor is not required to use the Town's form, identify a purpose or motive for the request, or provide optional contact information. However, providing contact information may assist the Town in seeking clarification, providing cost estimates, and notifying the requester when records are available

Requests should reasonably identify the records being requested so Town staff may locate the records.

Public records requests should be directed to the Town Clerk.

RESPONSE TO PUBLIC RECORDS REQUESTS

The Town shall respond to public records requests as promptly as possible, considering the nature and scope of the request, the volume of records requested, the need for legal review or redaction, the manner in which records are maintained, available staffing, and other operational responsibilities.

A response may include acknowledgment of the request, a request for clarification, an estimated timeline for production, or production of the requested records.

Depending upon the nature of the request, the Town may:

1. Produce the requested records for inspection or copying;
2. Acknowledge receipt of the request and provide an estimated time for response;
3. Request clarification regarding the records being sought;
4. Provide an estimate of applicable reproduction or special service costs authorized by law;
5. Request a deposit for estimated allowable costs associated with extensive requests; or
6. Deny the request in whole or in part based upon applicable legal authority.

REQUESTS FOR INSPECTION

Records shall be made available for inspection during normal business hours at a reasonable time and location designated by the Town.

The Town may supervise inspection of records to preserve the integrity and security of original records.

If a requestor does not schedule or complete an inspection within fourteen (14) calendar days after notification that records are available, the request may be considered closed, and the records returned to their originating department.

Inspection or production of records shall be conducted in a manner that does not unreasonably interfere with the regular operations of the Town.

FEES

The Town may charge fees as authorized by North Carolina law for the actual cost of reproducing public records. If records are requested in a specialized format or medium not routinely maintained by the Town, the requester may be charged the actual cost incurred by the Town.

Unless otherwise established by the Town Board, the following fees shall apply:

- Paper copies: \$0.10 per page
- Electronic records by email: No charge unless a special service charge is authorized by law
- CDs, thumb drives, or other storage devices: Actual cost of device/media
- Postage or delivery: Actual cost
- Transcriptions: Actual transcription cost
- Special service charges: As authorized by N.C.G.S. § 132-6.2(b)

Fees shall be paid prior to release of records unless otherwise approved by the Town.

EXTENSIVE OR SPECIAL SERVICE REQUESTS

In accordance with N.C.G.S. §132-6.2(b), the Town may assess a reasonable special service charge for requests that require extensive use of information technology resources or extensive clerical or supervisory assistance.

Any such charge shall be based upon the actual costs reasonably incurred by the Town in responding to the request and shall be determined on a case-by-case basis.

Prior to incurring such costs, the Town shall provide the requestor with an estimate of the anticipated charges. The requestor may revise the request to reduce costs or proceed with the request as submitted.

For requests involving estimated allowable costs, the Town may require advance payment or a deposit to the extent permitted by law and after providing the requestor with an estimate of the anticipated charges.

If a requester believes a fee charged by the Town is unreasonable, the requestor may seek mediation or other remedies authorized under North Carolina law.

Reservation of Rights

Nothing in this policy shall be construed to expand or limit rights of access to public records beyond those provided by applicable law. In the event of a conflict between this policy and North Carolina law, North Carolina law shall control.

Adopted this 11th day of August 2026

Tony Lapish, Mayor

Amy Schueneman, Town Clerk

MEMORANDUM

To: Mayor and Town Board

From: Randy Holloway, Town Manager

Date: August 11, 2026

RE: Manager's report for July 2026

Please find listed below an update / overview for the month of July 2026

- Continued working with Staff, Graver Engineering, and NCDEQ to keep the PAC project plans moving forward. We had anticipated the well being approved by the week of July 13th, however, the plans, test results, etc. are being reviewed for a second time by the NCDEQ office in Raleigh. We have reached out to that office to request that they please consider expediting the review process. We plan to start running the well water into the lagoon to help with water quality. We are still working with NCDEQ to get the PAC system permitted.
- Continued working with Public Works crew and water plant operators to maintain the water level at the water intake site on Dutch Buffalo Creek. We have opened one of the valves at the reservoir several times in the past few of weeks to keep the creek full.
- Continued working with Staff and the water plant operators to try and prevent taste and odor issues.
- The Jackson Street water line project has been approved and is starting in early August and should be finished by the end of September.
- Continued worked with Staff to keep the State funded sidewalk project and the North Washington Drive projects moving forward.
- Continued working with Staff to keep the proposed Town parking lot behind Buddy's restaurant moving forward.
- Continued working with Staff on the FY26/27 budget process getting started as smooth as possible. So far, things have been going very well.
- Worked with Staff and Cabarrus County to make the transfer of the ownership of the old ball fields on North Drive as smooth as possible.
- LKC Engineering will be continuing to work on engineering for the replacement of the 2-inch waterline on a portion of S. Skyland and Allman Circle with a new 6-inch waterline.
- Worked with Staff on the paving project around Town Hall.



To: Mayor & Town Board of Commissioners
From: Erin Burris, AICP, Assistant Town Manager & Planning Director
Date: August 11, 2026
Re: Monthly Update for Planning, Economic Development, & Infrastructure Projects

Active Planning & Zoning Cases

SUB 2026-02 HERITAGE CREEK

Description: Proposed major subdivision preliminary plat for 82-lot single-family residential conservation development. Property was voluntarily annexed into Town Limits in February of 2026. Property was previously in ETJ and zoned RL. No zoning change is proposed.

Location: 2260 Mt. Pleasant Road S.

Zoning: RL Residential Low Density

Area: 38.297ac (17.92 acres of open space proposed for conservation design-47% open space)

Proposed Density: 2.14 DUA (bonus for 47% open space-7 units for additional 7% open space) per section 6.7 of MPDO)

Estimated Sewer Capacity Usage: 18,450gpd

Current Status: Under initial review. Awaiting Technical Review Committee comments. Will not be scheduled for Planning & Zoning Board administrative review until all comments are addressed.

SITE 2023-01 PROPEL CHURCH

Description: Site plan for religious institution

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)

Current Status: Final review comments provided. Waiting on NCDOT Driveway Permit, Copy of NCDEQ approval and final submittal.

SUB 2024-01 ADAMS CREEK SUBDIVISION

Description: Major subdivision construction plans for 60-lot single-family residential subdivision. Property annexed and zoned in 2020 and rezoned with Preliminary Plat approval in 2024.

Location: 929, 941, and 827 Walker Road

Cabarrus PIN: 5650-95-6345, 5660-05-0225, & 5650-95-8958

Current Zoning: CZ RM Conditional Zoning Residential Medium Density

Area: approx.. 30 acres

Proposed Density: 2.0 dwelling units per acre

Estimated Sewer Capacity Usage: 13,500gpd (Town Board approval needed for allocation)

Current Status: Construction plan submittal received. Distributed to Technical Review Committee for review. Development agreement being prepared to facilitate sewer outfall installation and waterline extension by the developer and engineering and grading for Town Emergency Services tract to the north.

SUB 2026-01 PLEASANT SPRINGS SUBDIVISION (& REZ 2026-03)

Description: Proposed major subdivision preliminary plat for 89-lot single-family residential development. Property was initially annexed into the Town limits in 2019 and zoned RH and C-2. Applicant proposes rezoning 7.3 acres of C-2 zoning to RH zoning.

Location: 5122 & 5130 NC Highway 49 N (near intersection of Hwy. 49 and Cold Springs Rd.)

Cabarrus PIN: 5559-69-1561

Current Zoning: RH Residential High Density (approx. 31.5 acres) & C-2 General Commercial (approx. 7.3 acres)

Proposed Zoning: Request to rezone 7.34 acres of C-2 to RH. All other zoning to remain the same

Area: 38.8 acres

Proposed Density: 2.3 dwelling units per acre

Estimated Sewer Capacity Usage: 20,025 gpd (Town Board approval required for allocation)

Current Status: On June 22, Planning & Zoning Board voted to approve rezoning of front portion of property to match the rest of the property. Planning & Zoning Board conducted administrative review and approved the preliminary plat finding all requirements of the MPDO had been met. Sewer capacity allocation was approved at July 14 Town Board of Commissioners meeting.

SUB 2025-01 N. MAIN STREET INFILL SUBDIVISION (revised)

Description: Preliminary plat for proposed 17-lot infill subdivision on N. Main Street.

Location: 816 N. Main Street

Cabarrus PINs: 5670-16-6055 & 5670-15-7981

Current Zoning: RM Residential Medium Density

Area: 7.90 acres

Proposed Density: 2.15 dwelling units per acre

Estimated Sewer Capacity Usage: 3,825 gpd

Current Status: On June 22, Planning & Zoning Board conducted administrative review and approved the preliminary plat finding all requirements of the MPDO had been met.

SITE 2025-01 HARRIS MUSTANG SUPPLY

Description: Request construct a 12,000 square foot building with office, retail, and warehouse space

Location: 6705 NC Highway 49 N

Cabarrus PIN: 5660-34-5579

Zoning: CZ I-1 Light Industrial

Area: 4.93 acres

Estimated Sewer Capacity Usage: 0 gpd (project to utilize well and septic)

Current Status: Construction 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: 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: Phase 1 Final Plat (57 lots) recorded. Bonded improvements are being completed. Zoning Permits being issued (18 issued to date, 39 remaining in Phase 1). Recreation Amenity Center/Pool site plan submitted and under review. Phase 2 construction plans being prepared.

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 Green Acres Circle

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

Zoning: RM CZ Conditional Residential Medium Density

Area: 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: Inspection report issued on July 6. Waiting on corrections and final layer of asphalt. Conveyance of lots south of Hwy. 73 needed to close out development agreement.

Code of Ordinances

During 2026, codification and updates to Part 4 Public Works, Part 6 Licensing and Regulation, and Part 9 Minimum Housing are scheduled for completion.

WSACC Sewer Treatment Capacity Allocation

The WSACC Wastewater Capacity Distribution #14 (January 2026) added 9,574 gpd to Mount Pleasant's allocation (for a total of 133,438gpd since November 20, 2023). The Town is waiting on Distribution #15 numbers to be provided by WSACC, which is typically provided at the end of July. The Town's sewer allocation spreadsheet currently shows 106,431 gpd of non-strategic reserve allocated, 42,075gpd of pending non-strategic reserve, and 13,699gpd of non-strategic reserve and 8,308gpd of strategic reserve remaining to be allocated through the 30MGD Rocky River Regional Wastewater Treatment Plant (RRWWTP) expansion. Allocation expires after two years, if developments have not moved forward with construction plans. WSACC flow acceptance expires after two years following construction plan approval.

Permits

July permits attached at end of report.

Active Infrastructure Projects

Information on all infrastructure projects is provided on the Town's project website at <https://mpncfuture.com/>. Below is a summary of project descriptions, overall schedule, funding sources, and status from the website:

WATER DISTRIBUTION IMPROVEMENTS (12-INCH WATER MAINS) – NEARING COMPLETION

- **Project Description:** This project will replace old 6-inch water lines (most installed in 1937) with new 12-inch water mains along Main Street (North Drive to Lee Street), Franklin Street (Skyland Drive to Blueberry Street), Cook Street (Main Street to N. Washington Street), and Highway 49 (Main Street to Highway 73 interchange). This is a total of approximately 4 miles of waterline. This project will improve both water quality and fire flow throughout the Town. Click [here](#) to view the proposed improvements map.
- **Schedule:** This project began February 10, 2025 with substantial completion scheduled by the end of 2025. Contracted completion date is May 6, 2026.
- **Funding Source:** \$9,988,029 State Budget allocation from federal ARPA funds
- **Status:** Original project scope completed. Two new segments added to project due to available funds. Latest update can be viewed at: <https://mpncfuture.com/Dev/ID/1061/Waterline-Project-Monthly-Update--August-6-2026>

LOWER ADAMS CREEK SEWER OUTFALL (& HILLSIDE DRIVE SEWER LINE, RIDGE AVENUE MANHOLES) – NEARING COMPLETION

- **Project Description:** This project was originally planned to be completed by the Water and Sewer Authority of Cabarrus County (WSACC) in 2009. The project never came to fruition, so the Town is picking up the project where it left off. This project will retire the Summer Street and Pasture pump stations. Click [here](#) to view the proposed Lower Adams Creek Sewer Outfall map. Click [here](#) to see a composite map of all proposed sewer improvements.
- **Schedule:** Original project scope completed. Hillside portion of project expected to begin in July 2026.
- **Funding Source:** \$5,822,971 State Budget allocation from federal ARPA funds
- **Status:** Original project scope complete. Replacing 215ft of 6” sewer line with 8” sewer line and 3 manholes on Hillside Drive has been added to the project due to available funds. This work was completed in July 2026. Contract engineer is working to get approval from NCDEQ to use project funds to resurface Hillside Drive since more than 50% of the width of the roadway was impacted.

WATER INTAKE & TREATMENT IMPROVEMENTS – NEARING COMPLETION

- **Project Description:** The Town worked with the North Carolina Department of Environmental Quality (NCDEQ) and three different consulting engineers to determine the necessary water intake and treatment upgrades and changes to improve drinking water quality and bring disinfection byproduct levels into compliance. All internal components and filter media the Water Treatment Plant are being replaced, a new Powder Activated Carbon (PAC) system is being installed, and the ground storage tank will be cleaned and coated and have new pipes and pumps installed. The Town plans to utilize a well to feed the PAC system and supplement the water from Dutch Buffalo Creek.
- **Schedule:** Recommendations from engineering firms were provided in February 2025. The implementation and installation of improvements began March 2025. The water treatment plant will be shut down to complete water treatment plant, PAC, and ground storage improvements August through December of 2025. Water will be purchased from the City of Concord during this time.
- **Funding Source:** Approximately \$1,600,000 total cost utilizing \$1,000,000 State Budget allocation (redirected by technical correction in state budget from S. Skyland Drive/Allman Road extension water lines). Approximately \$600,000 to be used from Water/Sewer fund balance. Additional funding is being pursued to complete needed improvements.
- **Status:** Nearing Completion-Approximately 99% complete. Water Treatment Plant, ground storage, and clear well upgrades and testing have been completed. Water Treatment Plant started producing water the week of March 4. Powder Activated Carbon (PAC) system building has been constructed and system has been set up. NCDEQ has approved well location. Well has been installed and tested. Waiting on final NCDEQ approval of engineering for PAC integration. PAC system should be active by July.

N. WASHINGTON STREET SIDEWALK – ENGINEERING COMPLETE

- **Project Description:** The Town adopted an NCDOT-funded Pedestrian Project Acceleration Plan in 2020 and has been pursuing funding to complete priority sidewalk segments since that time. The first sidewalk project will complete 900 feet of sidewalk, curb & gutter on the southern end of N. Washington St. between Park Drive and E. Franklin Street. This also includes a new stormwater culvert and slightly wider travel lanes. Phase 2 on S. Washington Street is not included in this project.
[N. Washington Street cut-sheet excerpt from Project Acceleration Plan](#)
- **Schedule:** Engineering is complete. Final approvals are underway. Right-of-way acquisition is underway. The project is expected to go to bid in spring of 2026 with construction to begin mid-year.
- **Funding Source:** In the state's 2023 budget, \$2.7 million was directed to the Town of Mount Pleasant to complete priority sidewalk segments.
- **Status:** Volkert Engineering has completed engineering plans. Right-of-way acquisition underway. Waiting on NCDOT encroachment approval. Should go to bid by end of summer 2026.

FRANKLIN STREET SIDEWALKS - IN PRELIMINARY ENGINEERING

- **Project Description:** The Town adopted an NCDOT-funded Pedestrian Project Acceleration Plan in 2020 and has been pursuing funding to complete priority sidewalk segments since that time. There were three segments identified on Franklin Street: Duchess Drive to Halifax Street, Halifax Street to Main Street, and Main Street to Blueberry Street. The Town worked with NCDOT to design a project for one or more of these segments to stay within available funds. Click here for excerpts from the Project Acceleration Plan. Each segment was evaluated for feasibility with available funds.

[Franklin Street \(Duchess Drive to Halifax Street\) cut-sheet from Project Acceleration Plan](#)

[Franklin Street \(Halifax Street to Main Street\) cut-sheet from Project Acceleration Plan](#)

[Franklin Street \(Main Street to Blueberry Street\) cut-sheet from Project Acceleration Plan](#)

After getting cost estimates from NCDOT, it was determined that only the E. Franklin Street section of sidewalk, curb & gutter between Main Street and Blueberry Street could be completed with available funding. This segment was chosen because it will also be able to correct several stormwater issues along the corridor.

- **Schedule:** NCDOT provided a timeline that shows completion of E. Franklin Street sidewalk during 2029. There is currently no funding source identified for completion of sidewalk on W. Franklin Street.
- **Funding Source:** Estimated project cost-\$3.2 million. Funding from remainder of \$2.7 million state directed grant (after completion of N. Washington Street) as min. 20% match with federal CMAQ/CRP grant funding. A grant deadline extension has been approved by the state. Grant matching funds will be remitted to NCDOT prior to June 30, 2027.
- **Status:** Project approved by State Board of Transportation. Contract approved in May 2026. Engineering matching funds sent to NCDOT. In discussions with NCDOT to replace sections of existing sidewalk for ADA compliance.

DOWNTOWN SOUTHWEST QUADRANT PARKING AND STORMWATER IMPROVEMENTS – ENGINEERING NEARING COMPLETION

- **Project Description:** The Town's Comprehensive Plan, adopted in 2017 and updated in 2025 includes a strategy to improve downtown parking. McAdams Engineering prepared a conceptual parking plan for the southwest quadrant of downtown which will provide approximately 160 parking spaces when complete. [Downtown Southwest Quadrant Parking Conceptual Plan](#). The plan will also implement half of the recommendations from the Downtown Stormwater Study.
- **Schedule:** Project engineering is scheduled to begin in November 2025 with estimated completion of Phase 1 parking by the end of 2026. Completion of other phases depends on cost estimates.
- **Funding Source:** Estimated project cost is \$1,700,000 (in three phases). Funding of Phase 1 will come from the Town General Fund. The Town is currently seeking funding for Phase 2 and Phase 3.
- **Status:** Engineering is nearing completion. Project expected to go to bid by end of 2026.

DOWNTOWN STORMWATER MITIGATION & UTILITY DUCT BANK - IN ENGINEERING / GRANT APPLICATION

- **Project Description:** Since Hurricane Florence in 2018, the Town has been working with NCDOT, Duke Energy, Windstream, Spectrum and contract engineers to implement necessary improvements to the Downtown stormwater system and place overhead utilities into underground duct bank. In 2020, the Town received a federal grant to study the stormwater issues in downtown and to update the Mount Pleasant National Register Historic District documentation in an effort to protect historic buildings. Following the completion of the study, it was determined that stormwater inlets and conveyances in downtown were undersized. The utility duct bank installation was an identified strategy in both the 2017 Comprehensive Plan and the update of the plan adopted in 2025 in order to achieve the goal to "cultivate a vibrant and attractive downtown atmosphere that residents and visitors enjoy while enhancing community character through the preservation of historic resources." The project involves the installation of properly sized inlets

and conveyances along N. Main Street, W. Franklin Street, beside and behind the Old Barringer Motors building, and under Barringer Drive as well as the installation of underground utility duct bank within one block each direction of the Square (intersection of Highway 73 and Main Street).

[Downtown Stormwater Study Existing Conditions](#) [Utility Duct Bank Schematic](#)
[Comprehensive Plan Illustration](#)

- **Schedule:** The project had originally been scheduled to run concurrently with the waterline project. However, the FEMA Building Resilient Infrastructure in Communities (BRIC) grant program, which the project had been selected for, was cancelled in April of 2025 by the current federal administration. Click [here](#) to view article about cancellation. The Town is now attempting to apply for a FEMA Hazard Mitigation Fund Grant through the NC Department of Public Safety while the state of North Carolina is pursuing the reinstatement of the BRIC grant through the courts. This pushes the original timeline back approximately four years, with an estimated completion date of 2029, if the Town is able to secure funding. The Town will attempt to work with NCDOT to complete the portion of the project that is located within the state right-of-way concurrently with the E. Franklin Street sidewalk project. The Town will attempt to complete the portions not within the state right-of-way concurrently with the downtown southwest quadrant parking lot project in 2026.
- **Funding Source:** Total cost estimate - \$5.44 million. Town is pursuing Hazard Mitigation Fund Program (HMFP) grant. 2022 FEMA BRIC grant cancelled (however State Attorney General's office recently won lawsuit in federal court to reinstate funding-waiting on how this might affect project).
- **Status:** Staff submitted the Hazard Mitigation Grant application packet to the North Carolina Department of Public Safety for initial review on December 15, 2025. Department of Public Safety sent a request for information. Staff submitted additional information in mid-February 2026 and is waiting to hear back.

TOWN STREET PAVING - ONGOING

- **Project Description:** In 2023, the Town Engineer and Public Works Department surveyed each town-maintained street as identified on the Town's Powell Bill Map to determine the pavement condition rating (PCR) of each street to prioritize paving. Streets were grouped together by pavement condition and geography in the Capital Improvements list to keep mobilization costs low. The Town maintains approximately 8 miles of Powell Bill eligible streets and 0.85 miles of non-eligible streets. All other streets in the Town limits are either state-maintained or private.
- **Schedule:** The following streets are tentatively scheduled for the identified fiscal year based on available funds. Streets will be reassessed regularly to determine any needed changes in this list.
 - FY2023-24: Westerholt Court, Biverlor Court, Lorilei Street, Rhineland Court, Alish Trail, Lee Street, Jackson St. (North of Hwy. 49) - **COMPLETE**
 - FY2024-25: A Street, B Street, C, Street, Wade Street, Reid Street (covered by funds from USDA sewer line project) - **COMPLETE**
 - FY2025-26: Erbach Lane, Oberhaus Street, Waldeck Court, and Marksburg Court (due to need for base repair and increase in asphalt price, costs exceeded funds for FY2025-26 and had to utilize three fiscal years of funding) – **COMPLETE**
 - FY2026-27: Park Drive & Municipal Complex Parking (partially funded by state grant with remaining portion funded by general fund balance since Park Drive is not a Powell Bill street)-**COMPLETE**
 - FY2027-28: Ridge Street, Ludwig Street, Hillside Drive, Summer Street, New Street, S. College Street
 - FY2028-29: Jackson Street (south of Hwy. 49), Broad Street, Kluttz Street, Walnut Street (west), Elm Street
 - FY2029-30: Abbott Street, Eagle Street, Wood Street, Page Street
 - FY2030-31: Crestwood Drive, Pine Street, Circle Drive, Valley Street, Foil Street
 - FY2031-32: S. Washington Street, Eastover Drive, Enchanted Lane
 - FY2032-33: N. College Street, MPCI, Walnut Street (east)

- **Funding Source:** Annual Powell Bill funds from the state and transportation reserve from the Town of Mount Pleasant fund town street paving. The Town has a goal of matching Powell Bill funds (state funds provided to municipalities based on population and linear miles of street that meet specific criteria for municipal street maintenance) with Town funds to pave 3-4 streets every two years to eventually achieve a 10-year paving rotation. Annual Powell Bill funds currently average approximately \$60,000. Matching these funds with an additional \$60,000 would make approximately \$120,000 available for paving each year or \$240,000 biennially. Click [here](#) to view the list of Powell Bill eligible and ineligible Town-maintained streets. If a street is not listed, that means it is either state-maintained or private.

July 2026 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Town/ETJ	Type	Permit Description	Applicant	Notes
Z-2026-42	7/2/2026	5670-42-0239	1530	Pinto Place	Town	CoC/Sign	Tiger Gym (relocation)	Brent Plott	CoC
Z-2026-43	7/13/2026	5660-46-5704	6914	Glen Abbey Ln	Town	New	Single-family home	Niblock Homes	Brighton Park
Z-2026-44	7/13/2026	5671-81-2299	9597	Foil Rd	ETJ	Accessory	Swimming Pool	Jeremy Jalowitz	Z-2022-23 Renewal
Z-2026-45	7/13/2026	5660-84-6061	1245	S. Skyland Dr.	ETJ	New	Single-family home	Victor Sinilo	
Z-2026-46	7/20/2026	5670-38-2726	8525	Circle Dr.	Town	Addition	Patio cover on existing home	Anthony Allende	
Z-2026-47	7/22/2026	5660-56-5661	528	Oleander St.	Town	New	Single-family home	Niblock Homes	Brighton Park
Z-2026-48	7/24/2026	5660-46-5633	7009	Hallmark Ln.	Town	New	Single-family home	Niblock Homes	Brighton Park
Z-2026-49	7/31/2026	5660-72-7288	1097	Mt. Pleasant Rd. W.	ETJ	Accessory	Swimming Pool	CN Furr Masonry	

8 Zoning Permits

Financial Report as of July 31, 2026

	Bank Acct Name	Balance
General Fund Accts	General Checking	\$101,781.11
	General Fund MM at First Bank	\$104,431.19
	General Fund MM (NCCMT)	\$1,229,049.67
	General Fund 42% MM (NCCMT)	\$1,399,932.66
	Façade Grant (NCCMT)	\$26,163.99
	Park Development (Uwharrie)	\$1,227.93
	Payroll Checking	\$108,515.55
	Powell Bill	\$2,500.61
	Retiree Insurance (NCCMT)	\$29,225.55
Water/Sewer accts	WS Checking	\$70,558.80
	WS Money Market	\$63,468.65
	WS Money Market (NCCMT)	\$76,689.18
	Debt Setoff (NCCMT)	\$1,003.22
	Dredging Fund (Uwharrie)	\$304.56
	USDA- Debt Service Reserve Fund (DSRF)	\$3,000.40
	USDA- (DSRF)Payment Reserve (NCCMT)	\$298,365.70
	USDA- (SLARF) Short Lived Asset Rep (NCCMT)	\$130,388.59
Capital Reserve Accts	Infrastructure & Streets	\$4,934.86
	Police Vehicles	\$24,167.19
Capital Projects	CMAQ Capital Project	\$127,647.36
	State Funded-Sewer Project	\$198,081.16
	State Funded Water Projects	\$42,762.47
	State Grant-WTP Grant	\$3,040.67
	State Grant- \$100,000 capital/equipment	\$99,170.55
	State Grant- \$2.7M for Sidewalks	\$28,656.93
	State Grant- \$2.7M for Sidewalks(NCCMT)	\$2,601,095.96
	Downtown Storm Drainage Improvement	\$2,500.47
	Parking Lot- S Main Cap Proj	\$3,000.02
Fire Dept.	Fire & Rescue Relief Fund (NCCMT)	\$55,858.26
	FD-Radio Capital Reserves	\$36,571.15
	FD Capital Reserve -Vehicles	\$38,952.55
	FD Capital Reserve -Facilities (NCCMT)	\$1,001.18
TOTAL		\$6,914,048.14

FY2024-2025		General Fund			
	APPROVED	MONTH	YEAR		
	FY2026-2027	TO DATE	TO DATE	REMAINING	PERCENT
		(Encumbered)			
Revenues	\$3,480,135.00		\$219,479.78	\$3,260,655.22	6%
Expenditures	\$3,480,135.00	\$21,521.97	\$442,394.93	\$3,037,740.07	13%
		Water Sewer Fund			
	APPROVED	MONTH	YEAR		
	FY2026-2027	TO DATE	TO DATE	REMAINING	PERCENT
		(Encumbered)			
Revenues	\$1,658,708.00		\$158,450.70	\$1,500,257.30	10%
Expenditures	\$1,658,708.00	\$42,383.52	\$151,930.19	\$1,506,777.81	12%

TOWN OF MOUNT PLEASANT
COMPARISON BUDGET VS ACTUAL -July 2026

	CURRENT BUDGET	YTD ACTUAL	DIFFERENCE	
GENERAL GOVERNMENT				
Town Hall	118,592.00	65,722.53	52,869.47	55%
Governing Body	40,716.00	3,888.37	36,827.63	10%
Admin	332,560.00	27,763.58	304,796.42	8%
Planning & Zoning	131,873.00	8,285.20	123,587.80	6%
	<u>623,741.00</u>	<u>105,659.68</u>	<u>518,081.32</u>	17%
PUBLIC SAFETY				
Law Enforcement	261,488.00	402.17	261,085.83	0%
Fire Department	1,373,401.00	89,908.98	1,283,492.02	7%
	<u>1,634,889.00</u>	<u>90,311.15</u>	<u>1,544,577.85</u>	6%
PUBLIC WORKS				
Operations Center	82,000.00	5,617.41	76,382.59	7%
Streets	328,905.00	207,411.19	121,493.81	63%
Sanitation	207,342.00	-	207,342.00	0%
Buildings & Grounds	149,439.00	8,752.18	140,686.82	6%
	<u>767,686.00</u>	<u>221,780.78</u>	<u>545,905.22</u>	29%
CULTURE/REC	<u>120,020.00</u>	<u>3,275.00</u>	<u>116,745.00</u>	3%
DEBT SERVICE				
Debt Service Principal	232,086.00	9,995.11	222,090.89	4%
Debt Service Interest	101,712.00	2,783.33	98,928.67	3%
	<u>333,798.00</u>	<u>12,778.44</u>	<u>321,019.56</u>	4%
TOTAL	3,480,134.00	349,111.31	3,046,328.95	10%
WATER/SEWER				
Admin	282,894.00	44,853.14	238,040.86	16%
Operations Center	27,256.00	\$ 1,562.72	25,693.28	6%
Water	181,739.00	9,633.95	172,105.05	5%
Sewer	441,939.00	33,654.72	408,284.28	8%
Water Treatment Plant	476,454.00	62,225.66	414,228.34	13%
	<u>1,410,282.00</u>	<u>151,930.19</u>	<u>1,258,351.81</u>	11%
DEBT SERVICE				
Debt Service Principal	110,259.00	-	110,259.00	0%
Debt Service Interest	138,165.00		138,165.00	0%
	<u>248,424.00</u>	<u>-</u>	<u>248,424.00</u>	0%
TOTAL	1,658,706.00	151,930.19	1,506,775.81	9%
COMBINED	5,138,840.00	501,041.50	4,637,798.50	10%



Date: August 1, 2026
To: Mayor and town Board of Commissioners
From: Crystal Smith, Human Resource Director/Event Coordinator

Listed below are activities for the month of July 2026

General Business:

- Attended July Town Board meeting

Customer Service Area:

- Twenty-Five (25) customers were disconnected for non-payment (\$1000 reconnect fees)
- Five-hundred-seventy-two (572) customers were drafted (\$53,287.12)
- One hundred five (105) customers received late fees (\$1,050)
- Generated 1352 bills (which includes 654 ebills) totaling \$132,763.69
- Bill reminder notification to customers on Constant Contact: 340 customers received either email/text notification
- Update on installation of meters at Brighton Park and Green Acres Subdivisions:
 - Brighton Park – 15 homes have sold (out of 178 homes being built).
 - Green Acres – All homes sold
- 120Water Update: We received an email from 120Water stating they will be setting up a meeting on the Replacement Plan Project. They estimate the work, at no cost, will begin mid-late 3rd Qtr 2026. We will give an update on this project following the meeting.
- New Water/Sewer Rates for FY 26/27 began July 1, 2026.

Human Resources Area:

- Continued working with NC School of Government and Town Attorney on the 1000 hour rule.
- NCLM ADA Website Compliance: The US Department of Justice filed an interim rule extending the ADA web accessibility compliance deadline for municipalities serving fewer than 50,000 residents to April 26, 2028. Staff continue to work with Granite Sky on our websites.

Events Area:

- **Fall Festival – Saturday, October 3, 2026, 10am-3:30 pm** – Festival will be held at Town Hall Complex, and vendors are sending in applications. Working to secure Food Vendors
- **Christmas Parade/Tree Lighting – Saturday, December 5**
 - Parade @ 3:30pm
 - Tree Lighting @ 5:30pm

CODE ENFORCEMENT

Monthly report

The following case load was managed by Code Enforcement for the month of:

July 2026

Case Status

New Cases	18
Cases Cleared	16
Referred	01

New Cases

Case #	Location	Reference	Status
026-091-C	N/A	Recommendation for adoption of the International Property Maintenance Code for residential properties.	O
026-092-C	1726 Short Street	High grass	C
026-093-C	874 North Skyland Drive	High grass	C
026-094-C	Crowell Drive	POD/Accessory Bldg	O
026-095-C	8424 NC 49-N	Signs – Pro Dev	C
026-096-C	0424 NC 49-N	Signs – Uwharrie Crawlspace	C
026-097-C	1700 Short Street	High grass	C
026-098-O	N/A	PSA for newsletter – PODS	C
026-099-C	Main, Cook, Washington	Mini bike on multiple streets at night w/o lights	R
026-100-C	Green Acres Subdivision	Request regarding fencing around retention ponds.	O
026-101-C	Radcliff at NC 73	Complaint addition to billboard.	O
026-102-EM	N/A	Complaint regarding horses and animals in parade.	O
026-103-C	Jurisdiction	Reviewed POD Ordinance and will draft recommendations.	O
026-104-C	Jurisdiction	Evaluation of ETJ.	O
026-105-M	Lions Club	Meeting with the new Green Acres Subdivision HOA	C
026-106-C	North Washington Street	Water Leak	O
026-107-C	400 North Main Street	Flag signs	O
026-108-C	7946 W. Franklin Street	Grass/Vehicle	O
026-109-C	7670 NC Hwy 73-E	Grass	O

Route Card Summary

Action	Number
Code Enforcement	
Emergency Management	
Golf Cart Inspection	
Grants	
Investigation	
Meeting	
Other	
Recheck	
Sign Sweep	0
Training	0
Hazardous Condition	0
TOTAL	

Route Card

Day	Activity	Code	Notes
06	026-052-C 7909 W. Franklin St.	R	Building has been moved. CLOSED
06	026-053-C 7921 W. Franklin St.	R	Debris has been removed. CLOSED
06	026-059-EM Ind. Day Parade	EM	Closed parade event file/report. CLOSED
06	026-070-C 1301 S. College St.	R	Grass has been mowed. CLOSED
06	026-061-C 8416 E. Franklin St.	R	Permit issued. CLOSED
06	026-062-C 8525 W. Franklin St.	R	Vehicle has been removed. CLOSED
06	026-064-C 1190 Summer Street	R	Grass has been mowed. CLOSED
07	Updated case files	O	Updated case files.
07	International Property Maintenance Code Research	C	Currently the Town only applies the commercial portion of the property maintenance code. This has restricted the ability to address housing issues in the ETJ. Drafted a recommendation to apply the applicable portion of the IPMC to residential properties. Sent to Town Manager.
09	026-076-C 1075 Circle Drive	R	Checked the status on Circle Drive. No progress noted.
09	Storm damage	EM	Checked storm damage at 1190 Circle Drive. Tree on house. No report needed.
09	Phone call	C	Spoke with person regarding a tree in a neighbor's back yard which is in danger of falling on their fence. Advised the first step would be to talk with the neighbors which they had not done.
09	Other	O	Left early due to inability to access files due to internet outage.
13	026-092-C 1726 Short Street	C	Grass – LOI
13	026-093-C 874 Skyland Drive	C	Grass – LOI (previous case 026-048-C)
13	026-094-C 1545 Crowell Drive	C	POD – No permit LOI
13	026-095-C 8424 Hwy 49, N	C	Sign on utility pole ProDev – NOV

Day	Activity	Code	Notes
13	026-096-C 8424 Hwy 49, N	C	Sign on utility pole Uwharrie Crawl Space – NOV
13	026-097-C 1700 Short Street	C	Grass – LOI
14	026-098-C Multiple streets	C	After hours multiple calls regarding a white male on a minibike riding in an out of traffic on several streets. The subject came by my residence and CCSD was notified. Same subject as previous times. Referring to CCSD.
14	Town hall	O	Moved vehicles and helped to set up traffic routing for the community lunch. Continue to help with traffic.
14	026-086-C 8096 Eagle Street	R	Enclosure has been moved out of ROW. CLOSED
14	026-079-C 944 S. Skyland	R	After monitoring no additional parking has been noted in front of apartments. CLOSED
17	026-100-C Greene Acres	C	Spoke with a residence regarding required safety features for retention ponds. Researched Town Ordinances and UDO and could find no references. Researched the safety history of retention ponds and found several cases where juveniles have had to be rescued (Concord, NC) and lost their life (Charlotte, NC). Drafted an ordinance to address the safety issues for future retention ponds and sent to TM and ATM.
17	026-103-C	C	As part of the review of current ordinances. Reviewed the POD ordinance and sent recommendations to ATM.
17	026-093-C Skyland Drive	C	Attempted to contact owners.
17	026-095-C Hwy 49, N.	R	Signs removed - CLOSED
17	026-096-C Hwy 49, N.	R	Signs removed - CLOSED
17	026-083-C 8432 E. Franklin	R	Grass not mowed.
17	026-084-C 9030 Reid Street	R	Grass has been mowed and debris removed - CLOSED
20	026-087-C 8791 E. Franklin	C	Minimum housing for mold on the interior of the house and backed-up dishwasher. LOI
20	026-093-C 874 Skyland Drive	C	Family member called and stated mother has gotten older and feeble.

Day	Activity	Code	Notes
			Stated they mowed Saturday (later verified this) and ask for consideration.
20	Request for information	O	The Green Acres HOA requested I speak with them at their first meeting regarding Code Enforcement and other basic information.
20	026-093-C 974 Skyland	R	Grass has been mowed – CLOSED
20	026-077-C 8524 W. Franklin	R	Grass has been mowed – CLOSED
20	026-078-C 425 MP Road, N	R	Checked and no permit has been issued.
20	026-087-C 8791 E. Franklin	R	Checked with occupant. No progress
20	026-085-C 400 N. Halifax	R	Light is still visible.
21	026-101-C Radcliff and NC 73	C	Researched the history of the billboard. The billboard was installed prior to 2007, and the size was increased between 2025 and 2026. Checked with NCDOT Outdoor advertising and since the sign cannot be seen from NC 49, they have no jurisdiction.
21	0265-102-EM	EM	Conducted research regarding Town restrictions on animals in the parade.
21	Site review – NC 79 and North Main Street	C	Site review. Findings included additional storage trailers have been added, material stored on site, and condition of buildings. Continue to research and will open a case at a future date.
21	Request for information	C	Spoke with a citizen regarding information on recreational vehicle parking. A copy of the applicable sections of the code was sent to her email.
21	026-102-EM	EM	Completed final report.
21	026-101-C Radcliff and 73	C	Opened a case file to monitor progress. Condition can be addressed by the MPDO.
21	026-103-C POD Ordinance	C	Opened a case file to monitor progress and sent a recommendation to ATM.
27	026-087-C 8791 East Franklin	C	Call from the occupant regarding the owner progress. He is addressing the issues and found additional water damage and mold in the closet. Currently he is working on walls and drying. Pictures were forwarded to my phone.
28	026-107-C 400 N. Main St.	C	Flag signs LOI.

Day	Activity	Code	Notes
28	026-108-C 7646 W. Franklin	C	Complaint regarding grass. Checked the property and also noted possible abandoned junked/abandoned vehicle. LOI.
28	Other	O	Delivered Town vehicles for service.
28	026-092-C 1726 Short Street	R	Grass mowed. CLOSED
28	026-105-C HOA meeting	C	Prepared for meeting and attended meeting at 1900.
30	026-101-C Radcliff/73	C	Spoke with an advertiser on the billboard. Discussed the history of the billboard and recent changes in billboard physical area. He is to contact the ATM to discuss appropriate permitting.
30	400 North Main Street	C	Documented the number of signs attached to the fence. Requested a copy of the zoning permit regulating the sign so appropriate action can be taken. An LOI will be sent when permit information is provided.
30	026-076-C 1725 Circle Drive	R	Spoke with the security company and updated them of the situation and no contact from the owner. They stated the information will be sent to the mortgage company (ISN Corporation). Certified mail has been returned. Visited the property and posted the structure.
30	026-092-C 1726 Short St.	R	Grass has been mowed CLOSED
30	North Washington Street	C	Ask to check North Washington Street regarding a leak on the customer sign of the line and water causing issues on neighboring property. Requested a copy of the work orders stating that the leak was not on the Town's service. The site has standing water in the driveway but due to recent rains cannot determine the cause. Will continue to monitor before opening a case.
30	Meeting	M	Quarterly meeting among Emergency Management Agencies.

MEMORANDUM

To: Mayor and Town Board

From: Derek Linker, Public Works

Date: July 3, 2026

Please find listed below an update / overview for the month of July , 2026

New:

- Completed monthly meter reads
- Water Cut-Offs
- Responded to 0 pump station alarm calls
- Responded to 0 after hour customer calls
- Picked up 12 dump truck loads of brush which equals 144 cubic yards of brush
- Completed work orders for various issues
- Fixed service leak at 724 North Skyland
- Located for state utilitys to start water line project on Jackson st to hwy 49

Ongoing:

- Public works mows and maintains approximately 18 acres each week to biweekly depending on conditions as well as ground maintenance at all 7 of our sewer pump stations
- 7 pump stations are checked once a week which includes 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 & Fridays and consists of pulling samples from 3 different test sites
- Due to the volume of brush/yard debris collection typically takes 1 to 1.5 days of the week especially during leaf season



Mayor and Commissioner's,

~ In July we responded to 135 calls.

~ We attended VBS at CCMP for a public education event.

~ Tower 19 is currently at the shop having two hydraulic cylinders rebuilt.

~ We have an ongoing leak on the roof that the roofing company is working to find.

~ We are starting pre plans in local businesses and will be working on them through the end of September.

As always thank You for your continued support!

Dustin Sneed
Fire Chief
Mt. Pleasant Fire Dept.

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Cabarrus County Sheriff's Office

253 / Mt. Pleasant

Law Calls for Service

05/01/2026 - 07/31/2026

		May-2026	Jun-2026	Jul-2026
DISPATCHED	Total	50	50	46
	50 B OR C	0	0	1
	ALL ANIMAL CONTROL CALLS	3	2	2
	ASSIST EMS	1	1	1
	ATTEMPT TO LOCATE	1	1	0
	BANK ALARM	0	0	1
	BARKING DOG	0	1	0
	BREAKING ENTER OF VEHICLE	1	0	0
	BURGLAR ALARM	2	3	3
	CAC BITE	0	1	0
	CAC WELFARE CHECK	1	1	1
	CARDIAC RESP ARREST DEATH	0	0	1
	CARELESS RECKLESS DRIVING	1	2	3
	CELL PHONE 911 HANGUP	0	0	1
	COMMITMENT PAPERS	0	0	1
	DIRECT TRAFFIC	0	0	1
	DISCHARGE FIREARMS	0	0	1
	DISPUTE (ANYONE)	3	4	4
	DOMESTIC DISTURBANCE	1	2	2
	ESCORT	0	1	2
	FIREWORKS	1	0	0
	FOLLOW UP	1	0	1
	FRAUD / FORGERY	2	2	0
	GUNSHOT WOUND	0	1	0
	IDENTITY THEFT	1	0	0
	IMPROPERLY PARKED VEH	1	0	0
	INTOXICATED DRIVER	1	0	1
	INVESTIGATION	0	1	0
	LARCENY	1	0	1
	LOUD (ANYTHING DESC IN NARR)	1	2	1
	MISSING PERSON OR RUNAWAY	0	1	0
	OVERDOSE / POISONING	0	0	1
	PROPERTY DAMAGE	0	1	0
	REPOSESSION	0	1	0

		May-2026	Jun-2026	Jul-2026
DISPATCHED	ROAD HAZARD	2	0	0
	SEARCH WARRANT	1	0	0
	SECURITY CHECK	1	0	0
	SERVICE CALL LAW	5	3	5
	SEX CRIME	1	0	0
	SRO INVESTIGATION	0	1	0
	SUSPICIOUS SUBJECT	1	7	3
	SUSPICIOUS VEHICLE	1	3	0
	TRAFFIC ACC PROPERTY DAMAGE	11	4	4
	TRAFFIC ACCIDENT PI	1	0	0
	TRAFFIC STOP	0	0	1
	TRESPASSING	2	0	0
	WELFARE CHECK (PERSON)	1	4	3
OFFICER-INITIATED	Total	608	325	289
	50 B OR C	0	4	3
	ALL ANIMAL CONTROL CALLS	0	1	0
	ANIMAL CONTROL FOLLOW UP	0	3	1
	CAC BITE	1	1	1
	CIVIL PROCESS	3	6	8
	COMMUNITY CONTACT	1	1	0
	CRIMINAL SUMMONS	0	1	1
	FOLLOW UP	2	4	3
	GOVT SECURITY CHECK	11	3	0
	INFORMATION	0	0	1
	INVESTIGATION	2	2	1
	LARCENY	1	0	0
	ROAD HAZARD	1	0	0
	SECURITY CHECK	296	270	245
	SERVICE CALL LAW	1	0	0
	SEX OFFENDER CHECK	0	0	1
	SPECIAL EVENT	3	3	8
	SRO ASSIST ADMIN	62	0	0
	SRO CAMERA REVIEW	10	0	0
	SRO DRILL	2	0	0
	SRO INVESTIGATION	3	0	0
	SRO MENTOR/COUNSEL	75	0	0
	SRO PARENT MEETING	1	0	0
	SRO SAFETY CHECK	1	0	0
	SRO SECURITY CHECK	107	0	0

		May-2026	Jun-2026	Jul-2026
OFFICER-INITIATED	SRO THREAT ASSESSMENT	1	0	0
	STRANDED MOTORIST	4	3	0
	SUSPICIOUS SUBJECT	2	1	1
	SUSPICIOUS VEHICLE	2	1	2
	TRAFFIC ACC PROPERTY DAMAGE	0	1	0
	TRAFFIC STOP	14	13	12
	TRESPASSING	2	3	0
	WARRANT	0	4	1

Event #	Date Time	Street	Case #	callsource
50 B O R C 1				
26138740	Jul 31 19:02	NEW ST		PHONE
ALL ANIMAL CONTROL CALLS 2				
26130229	Jul 16 17:55	S MAIN ST		PHONE
26132684	Jul 21 12:14	W FRANKLIN ST	2607210009	PHONE
ASSIST EMS 1				
26122601	Jul 3 9:53	E FRANKLIN ST		PHONE
BANK ALARM 1				
26131919	Jul 20 8:25	NC HWY 49 N		PHONE
BURGLAR ALARM 3				
26126442	Jul 10 0:10	NC HWY 49 N		PHONE
26127296	Jul 11 15:08	S MAIN ST		PHONE
26137075	Jul 29 7:31	NC HWY 49 N		PHONE
CAC WELFARE CHECK 1				
26122765	Jul 3 18:12	HILLSIDE DR		PHONE
CARDIAC RESP ARREST DEATH 1				
26127159	Jul 11 8:52	PINE ST	2607110001	PHONE
CARELESS RECKLESS DRIVING 3				
26125223	Jul 8 5:37	NC HWY 49 N/N MAIN ST		PHONE
26128386	Jul 13 21:53	N MAIN ST		PHONE
26137110	Jul 29 8:33	W FRANKLIN ST/N MAIN ST		PHONE
CELL PHONE 911 HANGUP 1				
26132704	Jul 21 12:50	FOIL ST		PHONE
COMMITMENT PAPERS 1				
26130598	Jul 17 13:10	SUMMER ST		PHONE

DIRECT TRAFFIC 1			
26125453	Jul 8 11:41	NC HWY 49 N/N MAIN ST	PHONE
DISCHARGE FIREARMS 1			
26127858	Jul 12 21:41	NC HWY 49 N	PHONE
DISPUTE (ANYONE) 4			
26123102	Jul 4 11:33	RIDGE AV	PHONE
26127644	Jul 12 10:33	JACKSON ST	PHONE
26129523	Jul 15 13:33	N WASHINGTON ST	PHONE
26131467	Jul 19 8:09	NEW ST	PHONE
DOMESTIC DISTURBANCE 2			
26128469	Jul 14 1:11	NC HWY 49 N	PHONE
26136976	Jul 28 23:26	N MAIN ST	PHONE
ESCORT 2			
26126678	Jul 10 11:29	COOK ST	PHONE
26127205	Jul 11 10:43	COOK ST	PHONE
FOLLOW UP 1			
26137814	Jul 30 9:34	NC HWY 49 N	PHONE
INTOXICATED DRIVER 1			
26136017	Jul 27 14:23	W FRANKLIN ST	PHONE
LARCENY 1			
26131205	Jul 18 18:32	EASTOVER DR	PHONE
LOUD (ANYTHING DESC IN NARR) 1			
26137714	Jul 30 6:29	N SKYLAND DR	PHONE
OVERDOSE / POISONING 1			
26124450	Jul 6 21:08	ROSS CIR	PHONE
SERVICE CALL LAW 5			
26121473	Jul 1 13:41	PAGE ST	PHONE
26123570	Jul 5 13:32	PAGE ST	PHONE
26127043	Jul 10 21:58	NEW ST	PHONE

26130587	Jul 17 12:55	ARNOLD WAY	PHONE
26137967	Jul 30 12:18	S MAIN ST/BARRINGER DR	PHONE

SUSPICIOUS SUBJECT	3
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26123345	Jul 4 23:18	NC HWY 49 N	PHONE
26126369	Jul 9 19:55	E FRANKLIN ST	PHONE
26131586	Jul 19 14:20	NC HWY 49 N	PHONE

TRAFFIC ACC PROPERTY DAMAGE	4
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26121266	Jul 1 9:00	NC HWY 49 N/N MAIN ST	2607010003	PHONE
26129260	Jul 15 7:33	NORTH DR		PHONE
26131286	Jul 18 21:04	NC HWY 73 E	2607180015	PHONE
26136652	Jul 28 13:33	NC HWY 49 N	2607280004	PHONE

TRAFFIC STOP	1
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26136408	Jul 28 7:41	N MAIN ST/KLUTTZ ST	PHONE
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WELFARE CHECK (PERSON)	3
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26123847	Jul 6 4:19	JACKSON ST	PHONE
26130909	Jul 18 1:07	ROSS CIR	PHONE
26138709	Jul 31 17:33	COOK ST	PHONE

Total Disp. CFS: 46

Cabarrus County Sheriff's Office

Mt Pleasant

Traffic Stop, Citation, & Arrest Data

07/01/2026 - 07/31/2026

Traffic Stop Data with CAD Event Disposition (Zone 253)

TRAFFIC STOP	
CITATION ISSUED	2
VERBAL WARNING	10
WRITTEN WARNING	1
Total	13

Citation Data (Mt Pleasant)

Total # of Citations: 15	Total # of Charges: 21
	Charges
DRIVE/ALLOW MV NO REG	1
EXPIRED REGISTRATION CARD/TAG	6
EXPIRED/NO INSPECTION STICKER	1
FAIL TO STOP-STEADY RED LIGHT	1
FICT/CNCL/REV REG CARD/TAG	2
NO LIABILITY INSURANCE	1
NO OPERATORS LICENSE	1
RECKLESS DRIVING TO ENDANGER	1
SPEED VIOLATION	4
SPEEDING	3
Total	21

Arrest Data (Mt Pleasant)

Case #	Charge	City
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Cabarrus County Sheriff's Office

ABC
8840 E Franklin St,
Mt Pleasant, NC

Arrest & Citation Data
LAW ENFORCEMENT USE ONLY - DO NOT RELEASE

7/1/2026 - 7/31/2026

HONEYCUTT, DUSTIN WHITLEY - W/M 34				
26-0714-0017	07/16/26	612 N MAIN ST	T - WARRANT FOR ARREST	CID CSO
90J - TRESPASS-2ND DEGREE		M		

Cabarrus County Sheriff's Office

ABC
8840 E Franklin St,
Mt Pleasant, NC

Arrest & Citation Data
LAW ENFORCEMENT USE ONLY - DO NOT RELEASE

7/1/2026 - 7/31/2026

Charge by Misdemeanor or Felony

	M	Total
TRESPASS-2ND DEGREE	1	1
Total	1	1



AGENDA ITEM:

Receive update on the status of:

- Lower Adams Creek Sewer Outfall Project
- Water Distribution Improvements Project
- Water Treatment Plant Renovation Project

NARRATIVE:

An update on the projects listed above will be given.

RECOMMENDATION:

Open

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AGENDA ITEM:

Consider supporting the Mount Pleasant Literary Festival.

NARRATIVE:

The Friends of the Mount Pleasant Library requested support from the Town at the May 12th Town Board meeting. Currently, there are no funds designated for this in the FY26/27 Budget.

NC §160A-488(b) states, “Any city or county is authorized to establish and support arts programs and facilities. As used in this section, “arts” refers to the performing arts, visual arts, and literary arts and includes dance, drama, music, painting, drawing, sculpture, printmaking, crafts, photography, film, video, architecture, design and literature, when part of a performing, visual or literary arts program.

RECOMMENDATION:

Open



AGENDA ITEM:

Consider adding Commissioner Comment Period to future agendas.

NARRATIVE:

During the July 14th meeting, a time for a Commissioner Comment Period was requested. Parameters, agenda order, and purpose need to be discussed and set.

RECOMMENDATION:

Open

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AGENDA ITEM:

Consider approving the agreements for North Dr. Ballfields and McAllister Field

NARRATIVE:

Facility use agreements for North Drive Ballfields and McAllister Field have been prepared by the Town Attorney and reviewed by staff. North Drive Ballfield agreement allows use of property by Mt. Pleasant Dixie Youth Ball (Licensee). Mt. Pleasant Dixie Youth would be responsible for all maintenance and utilities. McAllister Field Ball agreement allows use of facility with an option for exclusive use or non-exclusive use with fees set to recover costs of utilities, restroom cleaning, and building maintenance.

RECOMMENDATION:

Open

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Town Facility Use License Agreement – North Drive Ballfields

1. Parties; Effective Date; Term.

This Town Facility Use License Agreement (this “Agreement”) is entered into as of [REDACTED] (the “Effective Date”) by and between the Town of Mount Pleasant, a North Carolina municipality (“Town” or “Licensor”), and Mt Pleasant Dixie Athletic Association, a North Carolina non-profit corporation (“Licensee”). The term of this Agreement shall commence on the Effective Date and continue until June 30, 2027 of the current fiscal year and is automatically renewed for an additional four (4) years until June 30, 2031, unless earlier terminated in accordance with this Agreement (the “Term”).

2. Facility.

The “Facility” means the baseball and softball fields, dugouts, concession stand/restroom building, accessory storage, accessory shelter, fences, fences and other related appurtenances located on property owned by the Town at the corner of North Drive and N. Main St., Mount Pleasant, North Carolina, with the street address 8371 North Drive, Mount Pleasant, NC 28124, as generally depicted on Attachment A (Facility Map), which is incorporated by reference.

3. Grant of License; No Tenancy.

Town hereby grants to Licensee a revocable, non-transferable license to access and use the Facility during the Term solely for youth baseball and softball practices, games, related training, and associated community athletic programming, all in accordance with this Agreement (the “License”). This Agreement creates a license only and not a lease, and does not convey to Licensee any estate or interest in real property, tenancy, or leasehold rights of any kind. Town retains and reserves all right, title, and interest in and to the Facility and all Town property, together with the right to enter, access, and use the Facility consistent with this Agreement.

4. Scheduling.

Licensee shall furnish to the Town Manager a written schedule of practices, games, tournaments, and other events not later than 14 days prior to the start of each season and promptly update the Town Manager regarding any changes or additions.

5. Adequate Parking.

Licensee shall be responsible for ensuring adequate parking for use of the property, in accordance with the requirements of the Town’s Development Ordinance. There shall be no parking within the street right-of-way or on other properties without express written permission from the property owner or property manager. A copy of any such written permission shall be provided to the Town.

6. Permitted Use; Operational Rules.

Licensee shall use the Facility only for the permitted purposes described in Section 3 and shall comply with the following operational rules and obligations:

- A. Cleaning. After each day's use, Licensee shall clean the Facility, including removing all trash and debris from fields, spectator areas, dugouts, concession stand, restrooms, and parking areas, and shall ensure the concession and restrooms are cleaned.
- B. Curfews and End Times. Licensee shall ensure all practices and games conclude by 10pm and that lighting is extinguished and property secured by 11pm.
- C. Noise. Use of the property shall adhere to the Town's noise regulations in Part 8 of the Code of Ordinances.
- D. Year-Round Control and Responsibility. Subject to Town's priority rights and general oversight, Licensee is responsible for and has day-to-day control of the ball fields year-round for purposes of operating its programs and fulfilling its obligations under this Agreement. Licensee is responsible for all maintenance and repairs to any grounds, buildings, and appurtenances on the property.
- E. Concessions. Licensee may operate the concession stand, as needed and and comply with all applicable laws and regulations, including Cabarrus Health Alliance Limited Food Service Regulations and any required permits.
- F. Restrooms. Licensee shall clean and lock the restrooms each day following use and maintain restroom supplies at Licensee's expense.
- G. Scheduling with Town. Licensee shall share all practice and game schedules and updates with the Town Manager as stated in Section 4.
- H. Equipment. Licensee shall provide all equipment necessary for its operations, including game, practice, and maintenance equipment, at Licensee's sole cost.
- I. Field Preparation. Licensee is responsible for field preparation, including dragging, lining, mound and plate maintenance, and related tasks, in a professional and safe manner.
- J. Concession Equipment. Licensee shall repair or replace concession equipment as needed to maintain safe, sanitary, and functional operations.
- K. Improvements and Items Requiring Town Approval. Licensee shall not install, add, or remove any improvements or items to the Facility without prior written approval from the Town Manager and any required permits, including without limitation speakers, wi-fi, concession equipment, batting cages, dugout enhancements, shading structures, signage, and cosmetic enhancements.
- L. Standards for Approved Improvements. All improvements and installations shall be performed in a professional, safe, and workmanlike manner by qualified personnel in compliance with all applicable codes and manufacturer specifications, and shall be maintained by Licensee, at Licensee's expense, in proper working order throughout the Term.
- M. Ownership and Removal of Improvements. Upon Town request, upon dissolution of Licensee's program, or upon termination or expiration of this Agreement, Licensee shall, at Town's election, either remove some or all approved improvements and restore affected areas to a clean and safe condition (ordinary wear and tear excepted) or allow such improvements to become Town property without cost to Town. Town shall notify Licensee of its election within 30 days

after termination or request; if removal is elected, Licensee shall complete removal within 30 days of notice, subject to Section 19 (Force Majeure).

- N. Insurance. Licensee shall maintain insurance coverages meeting the Town's requirements set forth on Attachment B (Insurance Requirements) and shall furnish certificates of insurance and endorsements upon request and prior to occupancy, naming the Town as an additional insured on required liability policies, with insurer, limits, and other terms as specified in Attachment B.
 - O. Grounds Maintenance. Licensee shall mow and maintain the fields and grounds of the Facility at appropriate intervals and in accordance with best practices for athletic turf and subject to Town ordinances regarding vegetation.
 - P. Repairs. Licensee shall maintain and repair, at its expense, fences, lights, fields, field equipment, restrooms, concession stand, and all other improvements used by Licensee, keeping the Facility in good, safe, and clean condition, ordinary wear and tear excepted.
 - Q. Utilities. Licensee shall pay when due all utility charges associated with Licensee's use, including electricity, water, sewer, gas, data, and refuse.
 - R. Keys and Access. Licensee shall utilize the Town-provided keys and/or access credentials for storage areas, restrooms, and the concession stand building, and maintain an up-to-date list of each person with keys and access authority. Licensee shall be responsible for additional keys, replacement of lost keys, and any damage to locks or access management equipment.
 - S. Coordination. Licensee shall coordinate with the Town Manager, or their designee, regarding all aspects of use, including scheduling, cancellations due to weather or power outages, emergency conditions, and coordination with other users as directed by Town. Best practices for adverse weather shall be followed.
 - T. Parking. Licensee shall be responsible for coordinating parking during its events, including traffic management, ADA access, and safety, and shall keep such areas clean and free of debris, subject to subsection.
 - U. Garbage Cans. Town will provide up to four roll-out waste containers for general use under the Licensee's water utility service. Licensee shall place the cans for collection and return them after collection on scheduled pickup days. If additional service is needed, Licensee shall coordinate with Town and bear any incremental costs unless otherwise approved in writing.
7. Compliance with Laws; Permits.
Licensee shall, at its sole cost, obtain and maintain all permits, licenses, inspections, and approvals required for its activities and operations at the Facility, and shall comply with all applicable federal, state, and local laws, regulations, ordinances, orders, and lawful directives, including public health requirements.
8. Condition; Inspections; Safety.
Licensee accepts the Facility in its "as-is, where-is" condition as of the Effective Date. Town makes no warranties, express or implied, regarding the condition or fitness of the Facility. Town and its agents may enter the Facility at any time for inspection, maintenance, repair, emergencies, and to verify compliance. Licensee shall promptly

correct any unsafe condition and shall immediately notify Town of any material safety concern.

9. Maintenance Standards; Damage.

Licensee shall keep the Facility neat, clean, sanitary, and in good repair consistent with comparable municipal athletic facilities. Licensee shall not commit or permit waste or nuisance. Licensee is responsible for damage to the Facility and Town property arising from Licensee's acts or omissions or those of its participants, invitees, contractors, or volunteers, ordinary wear and tear excepted. At Town's option, Licensee shall repair such damage promptly to Town's reasonable satisfaction or reimburse Town's actual costs.

10. Prohibited Activities.

Licensee shall not allow illegal activities, harassment, or discrimination; shall prohibit alcohol sales or service; shall prohibit smoking and vaping where prohibited by law or Town policy; and shall not allow overnight occupancy, camping, or lodging. Firearms and fireworks are prohibited. No animals are permitted on the property except service animals.

11. Fees; No Rent.

This is a license, not a lease. Any fees or cost-sharing, if applicable, shall be stated on Attachment C (Fees and Utilities Schedule). Absent a stated fee on Attachment C, no license fee is due.

12. Public Records; Open Meetings.

To the extent records relating to this Agreement are in the Town's custody, they may be subject to disclosure under applicable North Carolina public records laws. Licensee acknowledges that Town's decision-making may be subject to open meetings requirements.

13. Independent Status; No Agency.

Licensee is an independent entity and not an agent, employee, or representative of Town. Licensee has no authority to bind Town. Nothing herein creates a partnership, joint venture, or other fiduciary relationship.

14. Assignment; Sub-Use; Vendors.

Licensee shall not assign this Agreement, sublicense the Facility, or permit third-party use for consideration without Town's prior written approval, which Town may grant, condition, or deny in its sole discretion. Approved vendors and contractors shall be bound to comply with this Agreement, and Licensee is responsible for their acts and omissions.

15. Insurance.

Licensee shall procure and maintain, at its expense, insurance meeting the requirements set forth on Attachment B (Insurance Requirements), including commercial general liability with limits of not less than \$5,000,000 per occurrence, \$1,000,000 participant legal liability sublimit, participant accident/medical coverage of not less than \$100,000, and workers' compensation and employers' liability as required by law. Town shall be named as an additional insured on required liability policies on a primary and noncontributory basis, with waivers of subrogation where available. Policies shall be issued by insurers authorized to do business in North Carolina. Certificates and required endorsements shall be delivered to Town prior to occupancy and upon renewal and upon Town request.

16. Indemnification.

To the fullest extent permitted by North Carolina law, Licensee shall defend, indemnify, and hold harmless Town and its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Licensee's use or occupancy of the Facility, (b) the acts or omissions of Licensee or its participants, invitees, volunteers, vendors, or contractors, or (c) Licensee's breach of this Agreement, except to the extent caused by the sole negligence of Town.

17. Default; Remedies; Termination.

If either party materially breaches this Agreement and fails to cure within 30 days after written notice describing the breach in reasonable detail, the non-breaching party may terminate this Agreement by written notice and pursue all remedies available at law or in equity consistent with this Agreement and applicable law. Notwithstanding the foregoing cure period, Town may immediately suspend or terminate the License upon written notice if Town determines, in its reasonable discretion, that Licensee's use presents an immediate risk to public health or safety, causes material damage to the Facility, involves illegal activity, or materially interferes with Town operations or priority uses.

18. Notices.

All notices under this Agreement shall be in writing and deemed given when (a) delivered personally, (b) sent by nationally recognized overnight courier, or (c) USPS first class mail, addressed as follows, or to such other address as a party may designate by notice:

Town: Town Manager, Town of Mount Pleasant, 8590 Park Drive, Mount Pleasant, NC 28124, with email copy to hollowayr@mtpleasantnc.us

Licensee: Mt Pleasant Dixie Athletic Association, Attn. Stacy Berry, President, 4009 Pine Trail Ln, Concord, NC 28025, with email copy to info@mpdyb.com

Email copies are for convenience only and do not constitute notice unless otherwise expressly agreed.

19. Force Majeure.

Neither party shall be liable for failure or delay in performance (other than payment obligations and Licensee's indemnity and insurance obligations) to the extent caused by events beyond its reasonable control, including acts of God, extreme weather, fire, flood, epidemic, war, terrorism, civil unrest, labor disputes not caused by the affected party, or governmental orders ("Force Majeure"). The affected party shall use reasonable efforts to mitigate and resume performance as soon as practicable.

20. Risk of Loss; Personal Property.

Licensee's personal property, equipment, and supplies at the Facility are at Licensee's sole risk. Town is not responsible for loss or damage to such property. Licensee shall not encumber Town property.

21. Signage.

All signage shall comply with applicable laws and Town policies. No permanent signage may be installed without Town approval under Section 6 (J).

22. Environmental; Hazardous Materials.

Licensee shall not use, store, or dispose of hazardous substances at the Facility except minimal quantities of customary maintenance products properly labeled and stored, and shall comply with all environmental laws. Spills shall be immediately contained, cleaned, and reported to Town and, as required, to governmental authorities.

23. Governing Law.

This Agreement is governed by the laws of the State of North Carolina without regard to conflicts principles. Any legal action shall be brought exclusively in the state courts located in Cabarrus County, North Carolina, or the federal court for the Middle District of North Carolina, subject to jurisdictional requirements.

24. Public Purpose; No Waiver of Governmental Immunity.

Licensee acknowledges that Town's grant of this License serves public recreational purposes. Nothing in this Agreement shall be construed as a waiver of Town's governmental or sovereign immunities, defenses, or limitations of liability under North Carolina law.

25. Non-Discrimination; Equal Opportunity.

Licensee shall not discriminate on the basis of race, color, religion, national origin, sex, age, disability, veteran status, or any other status protected by law, and shall comply with applicable ADA requirements in program administration.

26. Entire Agreement; Amendments; Waivers; Severability.

This Agreement, together with its attachments, constitutes the entire agreement between the parties regarding the subject matter and supersedes prior or contemporaneous agreements or understandings, whether written or oral. Amendments or waivers must be in a writing signed by both parties. No waiver of any breach shall be deemed a waiver of any other or subsequent breach. If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable consistent with the parties' intent.

27. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures transmitted electronically or by digital or facsimile means shall be deemed original and effective.

28. Surrender.

Upon expiration or earlier termination, Licensee shall vacate the Facility, remove Licensee's personal property and any improvements required to be removed under Section 6 (L), and return Facility keys and access credentials to Town. Licensee shall leave the Facility clean, safe, and in good condition, ordinary wear and tear excepted.

29. Survival.

Any provision that by its nature should survive, shall survive termination or expiration.

30. Authority; Organization; No Conflicts.

Each party represents that it is duly organized, validly existing, and in good standing under applicable law, and that the undersigned has full power and authority to execute and deliver this Agreement. Licensee represents that its execution and performance do not violate its governing documents or any agreement to which it is a party.

31. Additional Town Rules and Policies.

Licensee shall comply with all Town policies applicable to Facility use as may be provided to Licensee in writing from time to time, including park rules, lighting restrictions, noise ordinances, and emergency protocols. In the event of a conflict between Town policies and this Agreement, Town policies control.

32. Background Checks; Child Safety.

Licensee shall implement reasonable child-safety policies customary for youth athletics, including background screening for coaches and volunteers in accordance with Licensee's governing body standards and applicable law, and shall maintain documentation available for Town review upon request to ensure compliance.

33. Quiet Enjoyment Subject to Town Rights.

So long as Licensee is not in default and subject to Town's priority rights, Town shall not unreasonably interfere with Licensee's permitted use.

34. Taxes.

Licensee shall be responsible for any applicable taxes associated with its operations, sales, or concessions, if any.

35. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the parties and does not create rights in any third party.

36. Headings.

Headings are for convenience only and do not affect interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF MOUNT PLEASANT

By: Terry R. Holloway, Town Manager
Date:

MT PLEASANT DIXIE ATHLETIC ASSOCIATION

By: Stacy Berry, President
Date:

Attachment A
(Facility Map)



Attachment B
(Insurance Requirements)

- A. Commercial General Liability: Occurrence form, including premises/operations, contractual liability, products-completed operations, and participant liability, with minimum limits of not less than \$5,000,000 per occurrence, \$1,000,000 participant legal liability sublimit, participant accident/medical coverage of not less than \$100,000. Town of Mount Pleasant to be named as additional insured on a primary and noncontributory basis, with waiver of subrogation where available.
- B. Workers' Compensation and Employers' Liability: As required by North Carolina law with waiver of subrogation in favor of Town where available.
- C. Vehicle/Property/Equipment Insurance: Coverage for Licensee's vehicles, personal property, and equipment at replacement cost, as desired by Licensee.
- D. Evidence of Coverage: Certificates and required endorsements to be provided prior to occupancy and upon renewal, and at any time upon Town request. Insurers must be authorized to do business in North Carolina. Policies shall provide 30 days' prior written notice to Town of cancellation or material change, except 10 days for nonpayment.

Attachment C
(Fees and Utilities Schedule)

- A. License Fee & Payment Terms: \$1 per year to be paid before July 1 for the applicable fiscal year.
- B. Utilities: Licensee responsible for all electricity, water, sewer, gas, data/communications, and refuse services associated with the Facility.
- C. Additional Services: Fees for additional Town services, if requested by Licensee and agreed by Town, shall be at Town's standard rates in effect from time to time as set forth in the Town's Fee Schedule adopted by the Town Board of Commissioners.

Town Facility Use License Agreement – McAllister Field

1. **Parties; Effective Date; Term.**

This Town Facility Use License Agreement (this “Agreement”) is entered into as of [REDACTED] (the “Effective Date”) by and between the Town of Mount Pleasant, a North Carolina municipality (“Town” or “Licensor”), and Mt Pleasant Dixie Athletic Association, a North Carolina non-profit corporation (“Licensee”). The term of this Agreement shall commence on the Effective Date and continue until June 30, 2027 of the current fiscal year and is automatically renewed for an additional four (4) years until June 30, 2031, unless earlier terminated in accordance with this Agreement (the “Term”).

2. **Facility.**

The “Facility” means the baseball and softball fields, dugouts, concession stand/restroom building, accessory storage, accessory shelter, fences, fences and other related appurtenances located on property owned by the Town at 8600, 8604, 8606 Park Drive, Mount Pleasant, NC 28124, as generally depicted on Attachment A (Facility Map), which is incorporated by reference.

3. **Grant of License; No Tenancy.**

Town hereby grants to Licensee a revocable, non-transferable license to access and use the Facility during the Term solely for youth baseball and softball practices, games, related training, and associated community athletic programming, all in accordance with this Agreement (the “License”). This Agreement creates a license only and not a lease, and does not convey to Licensee any estate or interest in real property, tenancy, or leasehold rights of any kind. Town retains and reserves all right, title, and interest in and to the Facility and all Town property, together with the right to enter, access, and use the Facility consistent with this Agreement.

4. **Scheduling.**

Licensee shall furnish to the Town Manager a written schedule of practices, games, tournaments, and other events not later than 14 days prior to the start of each season and promptly update the Town Manager regarding any changes or additions.

5. **Parking.**

The Town has provided public parking on the same property as the Facility for use by the Licensee. There shall be no parking within any street right-of-way or on other properties without express written permission from the property owner or property manager. A copy of any such written permission shall be provided to the Town.

6. **Permitted Use; Operational Rules.**

Licensee shall use the Facility only for the permitted purposes described in Section 3 and shall comply with the following operational rules and obligations:

- A. **Cleaning.** After each day’s use, Licensee shall clean the Facility, including removing all trash and debris from fields, spectator areas, dugouts, batting cages, restrooms, concession stand and parking areas, and shall ensure the concession stand is cleaned. The Town shall

contract with a service provider to clean the restrooms once per week since restrooms are also utilized for the playground.

- B. Curfews and End Times. Licensee shall ensure all practices and games conclude by 10pm and that lighting is extinguished and property secured by 11pm.
- C. Noise. Use of the property shall adhere to the Town's noise regulations in Part 8 of the Code of Ordinances.
- D. Control and Responsibility. Subject to Town's priority rights and general oversight, Licensee is responsible for and has priority for the use of McAllister field between March and November for purposes of operating its programs and fulfilling its obligations under this Agreement. The Town may, at its discretion, permit use of the field by other entities in half-day increments when the field is not in use by the Licensee, subject to the same general usage provisions of this agreement during those times of use.
- E. Concessions. Licensee may operate the concession stand, as needed, and shall comply with all applicable laws and regulations, including Cabarrus Health Alliance Limited Food Service Regulations and any required permits.
- F. Restrooms. Licensee shall check the restrooms for general cleanliness each day following use and maintain restroom supplies at Licensee's expense.
- G. Scheduling with Town. Licensee shall share all practice and game schedules and updates with the Town Manager as stated in Section 4. Licensee shall reserve field use in half day increments, with priority usage granted to the Licensee March to November.
- H. Equipment. Licensee shall provide all equipment necessary for its operations, including game, practice, and maintenance equipment, at Licensee's sole cost.
- I. Field Preparation. Licensee is responsible for field preparation, including dragging, lining, mound and plate maintenance, and related tasks, in a professional and safe manner.
- J. Concession Equipment. Licensee shall repair or replace concession equipment as needed to maintain safe, sanitary, and functional operations.
- K. Improvements and Items Requiring Town Approval. Licensee shall not install, add, or remove any improvements or items to the Facility without prior written approval from the Town Manager and any required permits, including without limitation speakers, wi-fi, concession equipment, batting cages, dugout enhancements, shading structures, signage, and cosmetic enhancements.
- L. Standards for Approved Improvements. All improvements and installations shall be performed in a professional, safe, and workmanlike manner by qualified personnel in compliance with all applicable codes and manufacturer specifications, and shall be maintained by Licensee, at Licensee's expense, in proper working order throughout the Term.
- M. Ownership and Removal of Improvements. Upon Town request, upon dissolution of Licensee's program, or upon termination or expiration of this Agreement, Licensee shall, at Town's election, either remove some or all approved improvements and restore affected areas to a clean and safe condition (ordinary wear and tear excepted) or allow such improvements to become Town property without cost to Town. Town shall notify Licensee of its election within 30 days after termination or request; if removal is elected, Licensee shall complete removal within 30 days of notice, subject to Section 19 (Force Majeure).
- N. Insurance. Licensee shall maintain insurance coverages meeting the Town's requirements set forth on Attachment B (Insurance Requirements) and shall furnish certificates of insurance and endorsements upon request and prior to occupancy, naming the Town as an

additional insured on required liability policies, with insurer, limits, and other terms as specified in Attachment B.

- O. Grounds Maintenance. The Town shall be responsible for mowing the facility and surrounding grounds on a regular interval in the same manner that other Town-owned properties are mowed. The Licensee, may at its discretion, choose to mow, fertilize, and perform weed control on the field to a greater extent or at a more frequent interval, if preferred.
 - P. Repairs. The Town shall maintain the fences, lights, restrooms, structures, and equipment attached to structures, unless the repair being made is due to damage or negligence caused by the Licensee. Licensee shall maintain and repair, at its expense the field, field equipment, and any other equipment used exclusively by the Licensee in the operation and use of the Facility, keeping the Facility in good, safe, and clean condition, ordinary wear and tear excepted.
 - Q. Utilities. The Town shall pay the utilities, provided that the Licensee only utilizes field lighting between dusk and the end of scheduled events, not to extend past 11pm as outlined in subsection B and water faucets are properly turned off after usage.
 - R. Keys and Access. Licensee shall utilize the Town-provided keys and/or access credentials for storage areas, restrooms, and the concession stand building, and maintain an up-to-date list of each person with keys and access authority. Licensee shall be responsible for additional keys, replacement of lost keys, and any damage to locks or access management equipment.
 - S. Coordination. Licensee shall coordinate with the Town Manager, or their designee, regarding all aspects of use, including scheduling, cancellations due to weather or power outages, emergency conditions, and coordination with other users as directed by Town. Best practices for adverse weather shall be followed.
 - T. Parking. Licensee shall be responsible for coordinating parking during its events, including traffic management, ADA access, and safety, and shall keep such areas clean and free of debris, subject to subsection.
 - U. Garbage Cans. Town has provided roll-out waste containers for public use and will coordinate the emptying of waste containers. The Licensee is responsible for removing trash from the concession stands, dugouts, and waste containers from the facility and placing the trash into the roll-out waste containers to remain in their designated collection areas. If additional service is needed, Licensee shall coordinate with Town and bear any incremental costs unless otherwise approved in writing.
7. Compliance with Laws; Permits.
Licensee shall, at its sole cost, obtain and maintain all permits, licenses, inspections, and approvals required for its activities and operations at the Facility, and shall comply with all applicable federal, state, and local laws, regulations, ordinances, orders, and lawful directives, including public health requirements.
8. Condition; Inspections; Safety.
Licensee accepts the Facility in its “as-is, where-is” condition as of the Effective Date. Town makes no warranties, express or implied, regarding the condition or fitness of the Facility. Town and its agents may enter the Facility at any time for inspection, maintenance, repair,

emergencies, and to verify compliance. Licensee shall promptly correct any unsafe condition and shall immediately notify Town of any material safety concern.

9. Maintenance Standards; Damage.

Licensee shall keep the Facility neat, clean, sanitary, and in good repair consistent with comparable municipal athletic facilities. Licensee shall not commit or permit waste or nuisance. Licensee is responsible for damage to the Facility and Town property arising from Licensee's acts or omissions or those of its participants, invitees, contractors, or volunteers, ordinary wear and tear excepted. At Town's option, Licensee shall repair such damage promptly to Town's reasonable satisfaction or reimburse Town's actual costs.

10. Prohibited Activities.

Licensee shall not allow illegal activities, harassment, or discrimination; shall prohibit alcohol sales or service; shall prohibit smoking and vaping where prohibited by law or Town policy; and shall not allow overnight occupancy, camping, or lodging. Firearms and fireworks are prohibited. No animals are permitted on the property except service animals.

11. Fees; No Rent.

This is a license, not a lease. Any fees or cost-sharing, if applicable, shall be stated on Attachment C (Fees and Utilities Schedule). Absent a stated fee on Attachment C, no license fee is due.

12. Public Records; Open Meetings.

To the extent records relating to this Agreement are in the Town's custody, they may be subject to disclosure under applicable North Carolina public records laws. Licensee acknowledges that Town's decision-making may be subject to open meetings requirements.

13. Independent Status; No Agency.

Licensee is an independent entity and not an agent, employee, or representative of Town. Licensee has no authority to bind Town. Nothing herein creates a partnership, joint venture, or other fiduciary relationship.

14. Assignment; Sub-Use; Vendors.

Licensee shall not assign this Agreement, sublicense the Facility, or permit third-party use for consideration without Town's prior written approval, which Town may grant, condition, or deny in its sole discretion. Approved vendors and contractors shall be bound to comply with this Agreement, and Licensee is responsible for their acts and omissions.

15. Insurance.

Licensee shall procure and maintain, at its expense, insurance meeting the requirements set forth on Attachment B (Insurance Requirements), including commercial general liability with limits of not less than \$5,000,000 per occurrence, \$1,000,000 participant legal liability sublimit, participant accident/medical coverage of not less than \$100,000, and workers'

compensation and employers' liability as required by law. Town shall be named as an additional insured on required liability policies on a primary and noncontributory basis, with waivers of subrogation where available. Policies shall be issued by insurers authorized to do business in North Carolina. Certificates and required endorsements shall be delivered to Town prior to occupancy and upon renewal and upon Town request.

16. Indemnification.

To the fullest extent permitted by North Carolina law, Licensee shall defend, indemnify, and hold harmless Town and its officers, officials, employees, and agents from and against any and all claims, demands, suits, liabilities, damages, losses, fines, penalties, costs, and expenses (including reasonable attorneys' fees) arising out of or related to (a) Licensee's use or occupancy of the Facility, (b) the acts or omissions of Licensee or its participants, invitees, volunteers, vendors, or contractors, or (c) Licensee's breach of this Agreement, except to the extent caused by the sole negligence of Town.

17. Default; Remedies; Termination.

If either party materially breaches this Agreement and fails to cure within 30 days after written notice describing the breach in reasonable detail, the non-breaching party may terminate this Agreement by written notice and pursue all remedies available at law or in equity consistent with this Agreement and applicable law. Notwithstanding the foregoing cure period, Town may immediately suspend or terminate the License upon written notice if Town determines, in its reasonable discretion, that Licensee's use presents an immediate risk to public health or safety, causes material damage to the Facility, involves illegal activity, or materially interferes with Town operations or priority uses.

18. Notices.

All notices under this Agreement shall be in writing and deemed given when (a) delivered personally, (b) sent by nationally recognized overnight courier, or (c) USPS first class mail, addressed as follows, or to such other address as a party may designate by notice:

Town: Town Manager, Town of Mount Pleasant, 8590 Park Drive, Mount Pleasant, NC 28124, with email copy to hollowayr@mtpleasantnc.us

Licensee: Mt Pleasant Dixie Athletic Association, Attn. Stacy Berry, President, 4009 Pine Trail Ln, Concord, NC 28025, with email copy to info@mpdyb.com

Email copies are for convenience only and do not constitute notice unless otherwise expressly agreed.

19. Force Majeure.

Neither party shall be liable for failure or delay in performance (other than payment obligations and Licensee's indemnity and insurance obligations) to the extent caused by events beyond its reasonable control, including acts of God, extreme weather, fire, flood, epidemic, war, terrorism, civil unrest, labor disputes not caused by the affected party, or governmental orders

("Force Majeure"). The affected party shall use reasonable efforts to mitigate and resume performance as soon as practicable.

20. Risk of Loss; Personal Property.

Licensee's personal property, equipment, and supplies at the Facility are at Licensee's sole risk. Town is not responsible for loss or damage to such property. Licensee shall not encumber Town property.

21. Signage.

All signage shall comply with applicable laws and Town policies. No permanent signage may be installed without Town approval under Section 6 (J).

22. Environmental; Hazardous Materials.

Licensee shall not use, store, or dispose of hazardous substances at the Facility except minimal quantities of customary maintenance products properly labeled and stored, and shall comply with all environmental laws. Spills shall be immediately contained, cleaned, and reported to Town and, as required, to governmental authorities.

23. Governing Law.

This Agreement is governed by the laws of the State of North Carolina without regard to conflicts principles. Any legal action shall be brought exclusively in the state courts located in Cabarrus County, North Carolina, or the federal court for the Middle District of North Carolina, subject to jurisdictional requirements.

24. Public Purpose; No Waiver of Governmental Immunity.

Licensee acknowledges that Town's grant of this License serves public recreational purposes. Nothing in this Agreement shall be construed as a waiver of Town's governmental or sovereign immunities, defenses, or limitations of liability under North Carolina law.

25. Non-Discrimination; Equal Opportunity.

Licensee shall not discriminate on the basis of race, color, religion, national origin, sex, age, disability, veteran status, or any other status protected by law, and shall comply with applicable ADA requirements in program administration.

26. Entire Agreement; Amendments; Waivers; Severability.

This Agreement, together with its attachments, constitutes the entire agreement between the parties regarding the subject matter and supersedes prior or contemporaneous agreements or understandings, whether written or oral. Amendments or waivers must be in a writing signed by both parties. No waiver of any breach shall be deemed a waiver of any other or subsequent breach. If any provision is held invalid or unenforceable, the remainder shall remain in full force and effect, and the invalid provision shall be reformed to the minimum extent necessary to be enforceable consistent with the parties' intent.

27. Counterparts; Electronic Signatures.

This Agreement may be executed in counterparts, each of which is deemed an original and all of which together constitute one instrument. Signatures transmitted electronically or by digital or facsimile means shall be deemed original and effective.

28. Surrender.

Upon expiration or earlier termination, Licensee shall vacate the Facility, remove Licensee's personal property and any improvements required to be removed under Section 6 (L), and return Facility keys and access credentials to Town. Licensee shall leave the Facility clean, safe, and in good condition, ordinary wear and tear excepted.

29. Survival.

Any provision that by its nature should survive, shall survive termination or expiration.

30. Authority; Organization; No Conflicts.

Each party represents that it is duly organized, validly existing, and in good standing under applicable law, and that the undersigned has full power and authority to execute and deliver this Agreement. Licensee represents that its execution and performance do not violate its governing documents or any agreement to which it is a party.

31. Additional Town Rules and Policies.

Licensee shall comply with all Town policies applicable to Facility use as may be provided to Licensee in writing from time to time, including park rules, lighting restrictions, noise ordinances, and emergency protocols. In the event of a conflict between Town policies and this Agreement, Town policies control.

32. Background Checks; Child Safety.

Licensee shall implement reasonable child-safety policies customary for youth athletics, including background screening for coaches and volunteers in accordance with Licensee's governing body standards and applicable law, and shall maintain documentation available for Town review upon request to ensure compliance.

33. Quiet Enjoyment Subject to Town Rights.

So long as Licensee is not in default and subject to Town's priority rights, Town shall not unreasonably interfere with Licensee's permitted use.

34. Nonexclusive Use. The facility is part of a public park that is open to use by individual members of the public. Groups that charge fees to participants shall be subject to a facility use agreement as a Licensee. The license granted herein is nonexclusive, unless a Licensee pays the fee for exclusive use outlined in Attachment C. The Town reserves the right to authorize compatible uses and users, provided the Town will make reasonable efforts to coordinate scheduling to avoid material interference with the Permitted Use.

35. Taxes.

Licensee shall be responsible for any applicable taxes associated with its operations, sales, or concessions, if any.

36. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the parties and does not create rights in any third party.

37. Headings.

Headings are for convenience only and do not affect interpretation.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

TOWN OF MOUNT PLEASANT

By: Terry R. Holloway, Town Manager

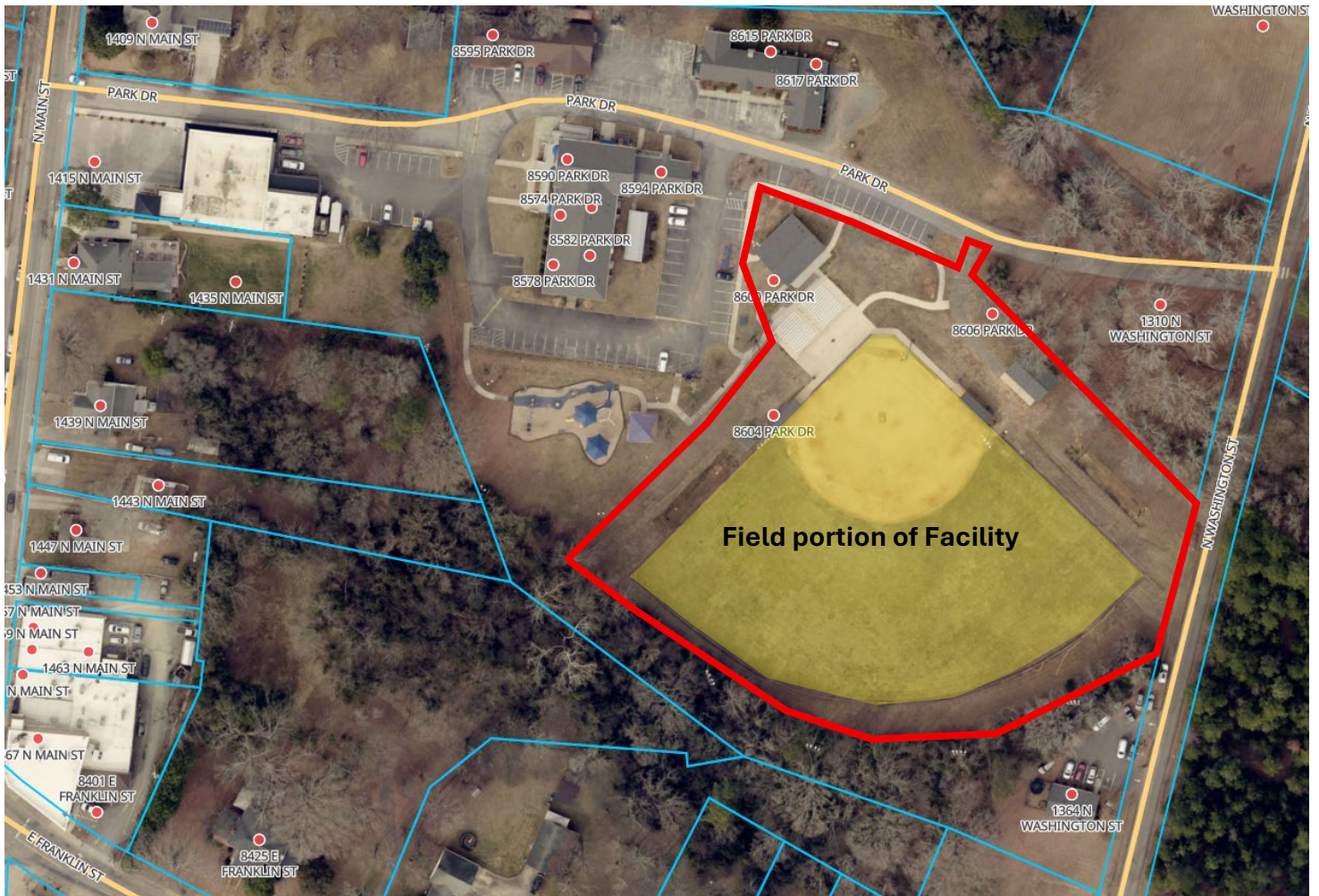
Date:

MT PLEASANT DIXIE ATHLETIC ASSOCIATION

By: Stacy Berry, President

Date:

Attachment A **(Facility Map)**



— Facility

 Field portion of facility (McAllister Field)

Attachment B
(Insurance Requirements)

- A. Commercial General Liability: Occurrence form, including premises/operations, contractual liability, products-completed operations, and participant liability, with minimum limits of not less than \$5,000,000 per occurrence, \$1,000,000 participant legal liability sublimit, participant accident/medical coverage of not less than \$100,000. Town of Mount Pleasant to be named as additional insured on a primary and noncontributory basis, with waiver of subrogation where available.
- B. Workers' Compensation and Employers' Liability: As required by North Carolina law with waiver of subrogation in favor of Town where available.
- C. Vehicle/Property/Equipment Insurance: Coverage for Licensee's vehicles, personal property, and equipment at replacement cost, as desired by Licensee.
- D. Evidence of Coverage: Certificates and required endorsements to be provided prior to occupancy and upon renewal, and at any time upon Town request. Insurers must be authorized to do business in North Carolina. Policies shall provide 30 days' prior written notice to Town of cancellation or material change, except 10 days for nonpayment.

Attachment C
(Fees and Utilities Schedule)

A. License Fee & Payment Terms:

The facility is part of a public park that is open to use by individual members of the public. Groups that charge fees to participants are subject to requirements of the facility use agreement. Fees are for Exclusive or Non-exclusive use of the field portion of the facility and are intended to help cover the costs of electricity for the field lights, water usage, restroom cleaning fees, and maintenance of structures.

Exclusive Use of McAllister Field for the Fiscal Year July 1-June 30 (with schedule of events provided for each season)

\$4,000 paid upon execution of agreement for the fiscal year ending June 30 and prior to July 1 of each fiscal year for the duration of the agreement.

Non-Exclusive Use of McAllister Field Monthly

One-time per month \$50 facility rental fee plus \$1 per hour of reserved use 8am-3pm and \$2 per hour of reserved use 3pm to 10pm. Payments to be made by the first day of each month for each hour of reserved use. Reservation schedule to be provided with payment.

B. Utilities: Licensee responsible for all electricity, water, sewer, gas, data/communications, and refuse services associated with the Facility.

C. Additional Services: Fees for additional Town services, if requested by Licensee and agreed by Town, shall be at Town's standard rates in effect from time to time as set forth in the Town's Fee Schedule adopted by the Town Board of Commissioners.