

Mount Pleasant

North Carolina

Founded in 1848

**TOWN OF MOUNT PLEASANT
BOARD MEETING
MONDAY, OCTOBER 24, 2016 at 5 PM
SPECIAL CALLED MEETING**

Attendees: Del Eudy, Mayor; Scott Barringer; Lori Furr; Randy Holloway, Town Administrator; Justin Simpson; Steve Ashby; Warren Chapman; John Scarbrough; Erin Weeks

Mayor Eudy called the meeting to order.

Mayor Eudy entertained a motion to go into closed to session. Motion was made by Commissioner Barringer with a second by Commissioner Simpson (5-0).

Closed Session 143-318.11. (a) (3)

To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. General policy matters may not be discussed in a closed session and nothing herein shall be construed to permit a public body to close a meeting that otherwise would be open merely because an attorney employed or retained by the public body is a participant. The public body may consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure. If the public body has approved or considered a settlement, other than a malpractice settlement by or on behalf of a hospital, in closed session, the terms of that settlement shall be reported to the public body and entered into its minutes as soon as possible within a reasonable time after the settlement is concluded.

With no further discussion, Mayor Eudy called for the meeting to come out of Closed Session. Motion was made by Commissioner Furr with second by Commissioner Barringer (5-0).

OPEN SESSION

Mayor Eudy called the meeting to order and entertained a motion to authorize our attorney, John Scarbrough, to agree to the following terms of settlement proposed by the Water and Sewer Authority:

8590 Park Drive : P.O. Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704.436.9803 : fax 704.436.2921

1. The Town will pay a lump sum of \$250,000 in exchange for the conveyance from WSAAC to the Town of the water plant, reservoir, related infrastructure, and all other relevant property;
2. Both WSAAC and the Town release each other from all claims, known and unknown;
3. Both WSAAC and the Town will agree to a non-disparagement clause.
4. The Town will assume the "drinking water state revolving loan" obtained by WSACC for improvements to the Town's water system.

The final settlement is subject to the Council's approval of all ancillary terms of settlement as well as the legal documents being prepared to memorialize the settlement of all claims in the litigation against WSACC pending in Cabarrus County Superior Court.

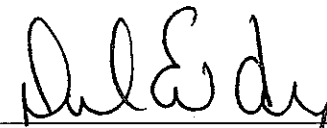
Mayor Eudy entertained a motion to settle with WSAAC at the sum of \$250,000. Motion was made by Commissioner Ashby with second by Commissioner Barringer (5-0).

Mayor Eudy entertained a motion to adjourn. Motion was made by Commissioner Furr with second by Commissioner Simpson (5-0).

Meeting was closed.



Crystal Smith, Finance Officer



W. Del Eudy, Mayor

