

# Mount Pleasant

North Carolina

*Founded in 1848*

**Town of Mt. Pleasant  
Regular Board Meeting  
Monday, April 12, 2021  
6:00 PM- Town Hall Commissioners Room**

Call to Order- Mayor Del Eudy

Invocation- Pastor Earl Bradshaw from Mt. Pleasant United Methodist Church

Pledge of Allegiance- Mayor Del Eudy

**1. Public Forum**

*(Please limit comments to 3 minutes or less)*

**2. Conflict of Interest**

*The Mayor and Commissioners are asked at this time to reveal if they have a Conflict of Interest with any item on the Agenda in order to be recused for that item. (No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234, 160A-381(d), or 160A-388(e)(2). **NC State Statute 160A-75**)*

**3. Approve Agenda (Pages 1-2)**

**4. Consent Agenda (Pages 3-32)**

- A. Minutes February 8, 2021 (pages 3-9)
- B. Minutes March 27, 2021 Budget Workshop (pages 10-13)
- C. Budget Amendment #14 Tap Fee Revenues to Water Tap expense line (page 14)
- D. List of items sold on Gov Deals in March 2021 (page 15)
- E. Contract for Eddie Carrick, CPA to perform FY20/21 audit (pages 16-31)
- F. Proclamation for Autism Awareness & Acceptance Month (page 32)

**5. Reports for January and/or February (Pages 33-52)**

- A. Town Manager-Randy Holloway (pages 33-34)
- B. Asst. Town Manager-Crystal Smith (page 35)
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 36-37)
- D. Planning & Economic Development Director - Erin Burris (pages 38-40)
- E. Fire Chief- Dustin Sneed (page 41)
- F. Cabarrus Co. Sheriff's Dept Report (pages 42-52)

**6. Public Hearings**

None

**7. Old Business (Pages 53-55)**

A. Discussion of the planned water and sewer improvements project and the application for USDA, Rural Development funding. (pages 53-54)

B. Discuss Board's thoughts concerning the 2021 Independence Celebration (page 55)

**8. New Business** (Pages 56-73)

- A. Discuss scheduling another Budget Workshop and tour of the water/sewer facilities. (page 56-62)
- B. Discuss Resolution of Support for East Cabarrus District Park (pages 63-65)
- C. Consider a Lease for the Catawba Lands Conservancy parking area (pages 66-73)

**9. Closed Session 143-318.11.(a)(#3) -Illegal use of Property**

*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.*

**10. Adjournment**

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

*Hard copies are \$.10 per page.*

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

# Mount Pleasant

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**Town of Mt. Pleasant  
Board of Commissioners  
Town Board Meeting Minutes  
Monday, February 8, 2021 at 6:00 P.M.  
ZOOM Meeting ID: 895 5567 1573 Passcode: 841568  
Call in to Listen: 1-929-205-6099**

**Attendance:** Mayor Del Eudy (at Town Hall)  
Mayor Pro-Tem/Commissioner Lori Furr (Zoom)  
Commissioner Steve Ashby (Zoom)  
Commissioner Justin Simpson (Zoom)  
Commissioner William Meadows (Zoom)  
Commissioner Jim Sells (Zoom)  
Town Administrator Randy Holloway (at Town Hall)  
Town Attorney John Scarbrough (Zoom)  
Town Clerk Amy Schueneman (at Town Hall)

**Also Present On Zoom** Crystal Smith (at Town Hall), Erin Burris, Earl Bradshaw, Justin Stallings, and Eddie Carrick (Auditor).

## **CALL TO ORDER**

Mayor Eudy called the meeting to order.

## **INVOCATION**

Pastor Earl Bradshaw of Mount Pleasant United Methodist Church led the Board in prayer.

## **PLEDGE OF ALLEGIANCE**

Mayor Eudy led the Pledge of Allegiance.

### **1. Public Forum**

No one spoke during the Public Forum.

### **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, 160A-381(d), or 160A-388(e)(2). NC State Statute 160A-75)*

No one had a conflict.

Roll Call: Ashby-no, Furr- no, Meadows-no, Sells- no, and Simpson-no.

### **3. Approve Agenda**

#### **ADDED:**

**New Business- F-**Consider Setting Filing Fees for the 2021 November Election.

**New Business- G-** Consider Resolution of Support for Town of Mount Pleasant

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

Congestion Mitigation and Air Quality (CMAQ) Program Application for improvements to North Washington Street.

**Closed Session 143-318.11.(a)(#3)** concerning 1550 S. Main St.

**Move** Consent Item F. Budget Amendment #11 Arts Council Grant for Mural on Barringer Building to NEW BUSINESS H. with Mural Lease

A motion to approve the Amended Agenda was made by Commissioner Sells with a second by Commissioner Furr.

Roll Call: Ashby=yes, Furr= yes, Meadows=yes, Sells= yes, and Simpson=yes.

All Board Members were in favor. (5-0)

#### **4. Consent Agenda**

- A. Minutes December 14, 2020
- B. Annual Purge List of old records per NC State Retention Policy
- C. Proclamation Dr. Martin Luther King, Jr. Day January 18, 2021
- D. Proclamation Black History Month for February 2021
- E. Budget Amendment #10 Summer St. Pump Station Capital Project Fund Transfer *(approved on Dec. 14, 2020 and signed by Town Manager)*
- F. **MOVED TO NEW BUSINESS H.** Budget Amendment #11 Arts Council Grant for Mural on Barringer Building with Mural Lease.
- G. Budget Amendment #12 Insurance Proceeds for A Sellers accident
- H. Budget Amendment #13 FD FEMA AFG for Cascade System

Commissioner Sells made a motion to approve the Amended Consent Agenda as listed with a second by Commissioner Simpson.

Roll Call: Ashby=yes, Furr= yes, Meadows=yes, Sells= yes, and Simpson=yes.

All Board Members were in favor. (5-0)

#### **5. Reports**

- A. Town Manager-Randy Holloway
- B. Asst. Town Administrator-Crystal Smith
- C. Town Clerk/Finance Officer- Amy Schueneman
- D. Planning & Economic Development Director -Erin Burris
- E. Code Enforcement-Jeff Watts
- F. Public Works-Justin Stallings
- G. Customer Service- Jennifer Blake
- H. Cabarrus Co. Sheriff's Dept Deputy-Stephen Wagoner
- I. Fire Department-Chief Dustin Sneed

#### **6. Public Hearings**

None

#### **7. Old Business**

None

#### **8. New Business**

##### **A. FY19/20 audit summary from Eddie Carrick, CPA**

Eddie Carrick of Eddie Carrick, CPA thanked the Board and Staff for allowing them to perform the FY19/20 audit. Mr. Carrick stated pages 3-14 of the audit showed where the Town has been and is going in the future financially.

High points of the Audit included:

- Sales Tax Revenue was down for the Town and across the state due to the pandemic.
- Ad Valorem Tax increased
- Revenues were up \$90,000 in the General Fund
- Expenses were up \$800,000 mainly due to the purchase of a new Fire Truck and the \$570,000 Loan associated with it.
- The General Fund Fund Balance went down due to the Fire Truck
- Water/Sewer Fund Balance increased to \$922,903.

Randy Holloway said the Budget for FY20/21 was conservative for both Revenues and Expenses. The Town is in "good shape" financially.

Mr. Carrick asked the Board if they had any questions to email them to Amy Schueneman and he would get with Tony Brewer, who actually did the audit, to answer them.

Discussion only, no motion was made.

*A copy of the Audit Breakdown and Representation Letter are included in the Minute Book.*

**B. Consider allowing the Mt. Pleasant Fire Dept. to apply for an AFG Grant to purchase a Source Capture Exhaust System (Plymovent)**

Randy Holloway said the Mt. Pleasant Fire Department is requesting permission to apply for the AFG grant. This grant is for a Source Capture Exhaust System (Plymovent). This is used to capture the truck exhaust at the exhaust pipe and remove it from the station through a ventilation system. This will reduce or eliminate the diesel exhaust residue within the station.

The Town's portion of the grant will be approximately \$3,900 of the \$82,000 requested and the Town's portion can be found within their budget..

A motion to allow the Mt. Pleasant Fire Dept. to apply for the AFG Grant to purchase a Source Capture Exhaust System (Plymovent) was made by Commissioner Simpson with a second by Commissioner Furr.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

**C. Budget Process Updates from staff and discussing Budget Workshop date.**

Town Staff would appreciate input from the Board on specific items to discuss at the Budget Workshop other than what is usually covered in the presentation Randy Holloway told the Board.

Staff has started meeting with Department Heads to discuss the wants and needs for next year's budget.

The Town has normally scheduled the Budget Workshop for the first weekend in March. However, this year Town Staff would like to move it to either March 13<sup>th</sup> or 27<sup>th</sup> to allow

more time to gather projected revenue information from the State and Cabarrus County. COVID continues to slow down all branches of the government. The extra time will help Staff be more accurate on the Budget Presentation at the Workshop.

A motion to move the Budget Workshop to Saturday, March 27, 2021 to discuss the FY 2021/2022 budget was made by Commissioner Sells with a second by Commissioner Simpson.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

**D. Discuss Board's thoughts concerning the 2021 Independence Celebration.**

Crystal Smith asked the Board to consider one of the following three options for the 2021 Independence Celebration:

- A. Do nothing and wait until the Fall to have an event.
- B. Fireworks Only- increase the time and number of Fireworks. The deposit is still on file from the 2020 event that was canceled due to COVID.
- C. Parade & Fireworks- Plan for the Parade and Fireworks with the hope that Governor Cooper will lift the restrictions prior to the event. If not, cancel the Parade and have the Fireworks.

Too Much Sylvia was scheduled for 2020 and the deposit was paid before the cancelation. Abby Carter from BrioLive said she would hold the deposit until the next time we have an event. Also, Joel Matthews of East Coast Pyrotechnics will hold our deposit for Fireworks until we are able to host another event.

Commissioner Ashby liked option #3 to plan on both the parade and fireworks and Town could cancel the Parade if restrictions are not lifted. Commissioner Sells wanted to make sure groups making floats would have enough time. Commissioner Furr hopes the Town can use the deposit for Too Much Sylvia in the future since they bring a large crowd.

A motion to go with Plan C (Parade & Fireworks- Plan for the Parade and Fireworks with the hope that Governor Cooper will lift the restrictions prior to the event. If not, cancel the Parade and have the Fireworks) was made by Commissioner Furr with a second by Commissioner Sells.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

**E. Consider declaring the 2011 Sutphen Fire Truck as surplus.**

The new Fire Engine should be delivered to the Town by mid-March. Once the new engine has arrived, there will not be room to keep the old 2011 Sutphen Engine under roof. The new engine will replace it.

The Fire Department plans to remove most of the equipment from the old engine to reuse on the new engine. At this point, the 2011 Sutphen Fire Truck can be declared as surplus, if designated by the Town Board.

Chief Sneed is trying to determine the exact value of the 2011 Sutphen Fire Truck. Town Manager Randy Holloway estimates around \$150,000.

Staff would like the proceeds from the truck to be used to pay off the Tanker Truck loan with a balance of approximately \$103,000. Any remaining funds will be placed in the Fire Department's Capital Reserve for Vehicles.

2 Motions were made:

1. A motion to declare the 2011 Sutphen Fire Truck surplus when new engine is in service was made by Commissioner Simpson with a second by Commissioner Furr.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

2. A motion to use proceeds from the sale of the 2011 Sutphen Fire Truck to pay off the Tanker Truck loan and place any remaining proceeds in the Fire Departments Capital Reserve for Vehicles was made by Commissioner Furr with a second by Commissioner Ashby.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

**ADDED F-Consider Setting Filing Fees for the 2021 November Election.**

A request from the Cabarrus County Board of Elections requesting information on the 2021 filing fees for the Town of Mount Pleasant was received. The current filing fee is \$25.00 and has remained unchanged for many years.

Also, the Town has the estimated budget of \$7,438.00 for the 2021 elections which will be included in the recommended FY-2021-22 Town budget.

A motion to keep the filing fee at \$25 was made by Commissioner Ashby with a second by Commissioner Simpson.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

*A copy of the letter from Cabarrus County Board of Elections and Estimated Cost Due for Service Rendered in Conducting November 2, 2021 Municipal Election are included in the Minute Book.*

**ADDED G- Consider Resolution of Support for Town of Mount Pleasant Congestion Mitigation and Air Quality (CMAQ) Program Application for improvements to North Washington Street.**

Erin Burris explained to the Board the Town had an opportunity to apply for Congestion Mitigation and Air Quality (CMAQ) Program for funding to widen North Washington Street and add a sidewalk. There will be a 20% match if the Town would receive the FEMA funds. The estimate to complete the project is \$326,007 not including the purchase of the home and land from the Helms family at 8563 East Franklin St. estimated between \$95,000-\$125,000.

Widening the street from the Helms property will be easier since it is on higher ground. Ms. Sandra Freeman owns the lot at 1380 N. Washington St. which is directly behind the Helms property and she is looking to put a house on her lot. If the Town purchases the

home from the Helms, Ms. Freeman is willing to purchase the home and move it onto her lot. This would help recoup some of the cost for the property. She is also willing to allow the 20ft easement on her property to put the sidewalk if we will include the water/sewer taps to the home. Everything is still high level and either party can backout.

If the Town receives the grant, it will then come back to the Board for approval to accept.

A motion to approve the Resolution of Support for Town of Mount Pleasant Congestion Mitigation and Air Quality (CMAQ) Program Application for improvements to North Washington Street was made by Commissioner Ashby with a second by Commissioner Simpson.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

*A copy of the Resolution of Support for Town of Mount Pleasant Congestion Mitigation and Air Quality (CMAQ) Program Application and project estimates are included in the Minute Book.*

**H. MOVED from Consent Item F. Budget Amendment #11 Arts Council Grant for Mural on Barringer Building to ADDED NEW BUSINESS H. with Mural Lease.**

Francie Black, owner of the Barringer Building at 8342 W. Franklin St., has been communicating with Erin Burris about the Mural on the condition that the Town provides a Directional Sign on the side of the building with the location to be determined. The UNC School of Government encourages municipalities to have Leases with property owners for Murals because the lease will be filed and will remain attached to the property if it is sold.

The graphic artist with Caswell Turner is working with the photo for better resolution. Once it is completed TPM will take the rendering and put the image on the building. TPM was the group that did the Bicentennial mural for the City of Concord 10 years ago and it still looks great.

2 Motions were made:

1. A motion to approve Budget Amendment #11 Arts Council Grant for Mural on Barringer Building was made by Commissioner Simpson with a second by Commissioner Furr.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

2. A motion to approve the Mural lease agreement between the Town and Francie Black for the Barringer Building at 8342 W. Franklin St. was made by Commissioner Simpson with a second by Commissioner Furr.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

A motion to go into Closed Session was made by Commissioner Sells with a second by Commissioner Furr.



Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

*A copy of the Mural Lease, Budget Amendment #11, and sample of the Mural are included in the Minute Book.*

**ADDED- Closed Session 143-318.11.(a)(#3)** concerning 1550 S. Main St.

*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.*

A motion to end Closed Session was made by Commissioner Simpson with a second by Commissioner Meadows.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

Randy Holloway mentioned that the March 8, 2021 meeting would remain a ZOOM meeting. At that meeting the Board could make a decision on whether to meet in person at the Town Hall auditorium for the Budget Workshop on March 27<sup>th</sup> or hold it on Zoom.

## 10. Adjournment

With nothing else to come before the Board, Commissioner Furr made a motion to adjourn. Commissioner Simpson seconded the motion.

Roll Call: Ashby-yes, Furr- yes, Meadows-yes, Sells- yes, and Simpson-yes.  
All Board Members were in favor. (5-0)

By our signatures, the following minutes were approved as submitted and amended on Monday, March 8, 2021 in the Regular Meeting.

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**Town Clerk Amy Schueneman**

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**Mayor W. Del Eudy**

SEAL

# Mount Pleasant

North Carolina

*Founded in 1848*

**Town of Mt. Pleasant  
Board of Commissioners  
Budget Workshop Meeting  
Town Hall- Conference Room/Zoom  
Saturday, March 27, 2021 at 8:00 A.M.  
ZOOM Meeting ID: 832 6181 5995 Passcode: 894148  
Call in to Listen: 1-929-205-6099**

**Attendance:** Mayor Del Eudy  
Mayor Pro-Tem/Commissioner Lori Furr (Zoom)  
Commissioner Jim Sells (Zoom)  
Commissioner William Meadows (Zoom)  
Commissioner Steve Ashby (Zoom)  
Commissioner Justin Simpson (Zoom)  
Town Manager Randy Holloway  
Town Clerk Amy Schueneman

**Also Present:** Crystal Smith, Justin Stallings (Zoom), Dustin Sneed (Zoom), Bradley Overcash (Zoom), Jeff Watts (Zoom), Erin Burris, and Kenneth Black (Zoom).

Mayor Eudy called the meeting to order and welcomed those attending.

Mayor Eudy then turned the meeting over to Randy Holloway, Town Manager, and Crystal Smith, Assistant Town Manager, to present the Power Point presentation for the FY2021/2022 Budget Workshop.

*\*\*\*Attached to the Minutes of the Budget Workshop in the Minute Book is a copy of both Power Point presentations.\*\*\**

Each slide was presented with any additional comments/discussion listed by page below.

**Page 2-** FY20/21 Town Staff used a 90% collection rate for property taxes due to the uncertainties with COVID 19. For FY21/22 Town Staff is more optimistic and is going back to the 96% collection rate normally used. Commissioner Sells asked about current revenue stream for interest on our bank accounts. Unfortunately, the interest rate drop significantly and we will make a ¼ of what we had expected; however, our higher than expected property tax collection rate will balance it out. Reevaluation schedules are every 4 years and the increased evaluations from last physical year helped our revenue.

**Page 3-** All debt will be retired in 2024 except for the new Smeal Fire Engine. \$223,099 will be available for FY24/25 for USDA payments for water/sewer projects.

**Page 6-** Board asked to see going salaries of fire departments in the county to see if we are comparable when the \$1.00 hour raise was presented to the Board for the Firefighters to go from \$12 to \$13 an hour.

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**Page 6-** Board asked to see going salaries of fire departments in the county to see if we are comparable when the \$1.00 hour raise was presented to the Board for the Firefighters to go from \$12 to \$13 an hour.

Also, Commissioner Sells asked about if remaining funds in the Fire Departments budget could be used to purchase some of the equipment on the list for FY21/22 so that Capital Reserve budget for Building Outlay would not be decreased as much for a one-time use for equipment. Amy Schueneman informed the Board that the Fire Dept. had been using this year's funds to purchase equipment and hose (current hose is outside the 10yr expiration) for the new Smeal truck, so those funds are no longer available.

Commissioner Ashby asked if the equipment could be purchased on a schedule so that they do not go out at the same time. Hoses were purchased in early 2000's with a grant with a shelf life of 10 years.

**Page 7-** Tub Grinding for the accumulated yard debris will be necessary this year. Currently getting quotes and possibly working with other municipalities in the county to get a better rate.

The New Capital Outlay-Infrastructure, Sidewalks, & Streets will help to implement the Bicycle & Pedestrian Improvement Plan the Board has adopted. The Town will never be able to make headway into all the necessary repairs with what is normally budgeted.

**Page 8-** Randy Holloway stated the Town Hall foundation is in serious need of repair. Getting estimates now for the repair from Falcone Crawl Space. Additional work will need to be done to repair and paint cracked walls, adjust doors, and replace cracked windows. Hoping the total will be around \$75,000 but planning for as high as \$150,000. Bathroom remodel will have to be added to USDA Community Facilities loan and not from Fund Balance.

**Page 9-** Board not happy with current agreement with Cabarrus County Sheriff's Dept. Would like for Mr. Holloway and Mayor Eudy to meet with them again. Board would like to see them do something about speeding on Main and Franklin Streets. The Board asked to see a current copy of the contract between the Town and Sheriff's Dept and would like to make changes to it for more of what the Town wants to see done. Currently feels that we are paying for double services and not getting the quality of services.

Also, the Town needs to show that we support the Deputies and are behind them.

**Page 10-** WSACC is planning to pass along a \$1.00 increase for sewer which will be passed along to our customers.

**Page 11-12-** Based on upcoming projects listed half of the current General Fund Fund Balance will be used in FY21/22. The Town paved the Town Parking Lot on Main St. and the playground for \$600,000 3 years ago. It only took 3 years to recover that in Fund Balance by deliberately under projecting revenue and not spending everything in the budget. Dept. Heads are good about not overspending.

**Page 13-** FEMA Dam Repair is finally going out to bid. Bids will be opened in late April and Board will be able to approve selected contractors at May meeting. Fund Balance is going to be tight for the water/sewer fund. That is why we have to keep an eye on General Fund Fund Balance to bail out water/sewer in an emergency.

**Page 14-** Erin Burris presented an updated Comprehensive Plan to the Board.

*The Comprehensive Plan Update Power Point is included in the Minute Book at the end of the Town Staff Power Point.*

- Ms. Burris would like to slow down the Welcome Sign. She proposed doing the engineering/construction drawings for \$6,500 in FY21/22 and hold construction until late in FY21/22 or wait until FY22/23 to build.
- Trademark for Pleasant Life is in the works. \$5,000 in the budget for online products to sale for brand recognition. Website for Pleasant Life to compliment the Town's site is in the works. It will be used to promote the Town and local businesses to encourage Visitors to come to the Town. Proceeds from sale of products would go into the Parks & Rec Fund.
- Will start to enforce building standards that the Board had adopted. This will cause some friction among the business owners.
- Town needs to help promote the Pleasant Crossing (old MPMS) site. No movement in the last 3 years even though they have a plat for the property.
- Brighton Park Subdivision of 179 single family homes will increase revenue by \$400,000 once completed.
- Green Acres is currently contingent. Will be 37 new homes. Owners would have to put in 5,000 ft sewer line which has been the issue. Water is already there. Going to require the right group to purchase.
- 340 acre parcel is for sale on east end of Town past Blueberry St. No less than 20 calls from residential developers. EDC had mentioned possible light industrial site for greenhouses (code name of Project Plant Man) which fell through. Currently mixed zoning due to Dutch Buffalo Creek splitting property: west side is low intensity and east side is rural. Also, Carolina Thread Trail could continue through the property with section called Gold Rush Trail. Water and sewer are both available to the site.  
Callers are asking what Town needs like ball fields, could they pay for water line extensions, school site, etc. to sweeten the pot for their projects.  
Conservation design is the only way to make it work. Currently zoned RL for 2 dwelling units an acre. Ms. Burris asked if the Board would consider annexing the property or not. Wanted guidance to answer callers. Cons for annexing would double population of town within the next 15 years when developed. Would bring in \$1,300,000 in revenue a year. It would affect downtown traffic and possible impact fees. Max of 680 homes.
- Proposed 600 acres Cabarrus County is planning to buy for mountain bike trails and equestrian trails but not for athletic fields. Please reach out to the county and stress the need for ball fields. Town Staff has reached a brick wall with county staff. The 3 fields at the old middle school are still available and funds from the sale of the former middle school (\$500,000) is still on hold. They are not following their own Active Living and Parks Master Plan which called for an Eastern Cabarrus Park that is a more active park. The Town does not want this to be an excuse for why they can not help with ball fields.
- Hwy 73 and Main St DOT projects will move forward in the square to include removing parking spaces, adding turn lanes on Hwy 73, and signal changes prior to the USDA project starting to comply with funding they have received. Also, the Optcon signals for emergency vehicles will be installed. Town would pay for the devices on the Fire Trucks. Should be concluded by July 1<sup>st</sup>. Town would like to have Main St. turned over to the Town from NCDOT so that we can control the truck traffic through the square, mainly the logging trucks.
- Town received Hurricane Florence Grant for National Register District to help with storm water issues. This may be the only way Town can put utilities in the ground.
- The USDA Community Facility Loan will not cover all that the Town would like to do on the municipal complex. Board will have to help rank priorities once cost is estimated for the projects.

The COVID Relief Package allows for each Congressman to be allowed 10 earmarks in their district. Ms. Burris is going to reach out to Congressman Hudson's office to see about getting help with the Fire Dept. renovation.

- Board was asked about extending the deadline for paving gravel parking lots, including ours, until July 8, 2023 because the Town needs to do the storm water study. Also, parking is still an issue in downtown. On street parking is going away. The USDA project will need a place to drop supplies for the water lines and for workers. Erin Burris will have the change to the text amendment for the April meeting since Board agreed to extend the time frame. The Town's lot on S. Main St is the last opportunity to extend the downtown area.
- Parking is a big issue for the Town. Board asked about ways to get the word out about public parking lots with maps, signage, and possibly an app.
- Carolina Thread Trail (CTT) security is an issue. When out of town visitors come to the CTT, it looks bad on the Town of Mount Pleasant when cars are being broken into. Would like to use the \$33,000 Park & Rec Fund to increase parking at CTT, build a shelter, security gates, add better lighting and security cameras along with a matching grant from the county. Tree removal along the road will help give better site lines for Cabarrus County Sheriff's Dept. CTT is willing to give the Town a lease for \$1 a year to make this happen since the Town can get grants as a municipality that they are unable to get.
- The N. Washington St. sidewalk and street improvements will be submitted for CMAQ funding. If the Town receives it, we will have a 20% match @\$93,000. However, the Town would have to fund the project up front and be reimbursed at the completion of the project.

**Page 16-18-** The USDA water/sewer projects are @\$8,000,000. Amy Schueneman reviewed options previously presented to the Board on how to make the payments. The Board favored a \$1.00 increase to base rates for the next two years and then a tiered system the third in Option 2.5 in October 2020. The Board mentioned going ahead with the \$1.00 base rate increase and adding the tiered system for water usage this year to start accumulating more funds in the Capital Reserve account for future payments.

By paying off the Public Works building in 2024, the impact of moving expenses from water/sewer to general fund is a wash.

Board members asked for impact of tier system on our residents. Staff will provide information at the April 12, 2021 Board meeting.

## **ADJOURNMENT**

After finishing the Power Point, Mayor Eudy thanked the Town Staff for their hard work and closed the meeting.

A motion to close the workshop was made by Commissioner Furr with a second by Commissioner Simpson. (5-0) Since this was not a formal meeting but a Workshop, a motion was not required; therefore, a roll call was not needed.

By our signatures, the following minutes were approved as submitted and amended on Monday, April 12, 2021 in the Regular Meeting.

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Town Clerk Amy Schueneman

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Mayor W. Del Eudy

SEAL

TOWN OF MOUNT PLEASANT

#14 Tap Fee Revenues to Water Tap expense line

Revenue Adjustments					
Account Number	Account Description	Current Budget	Decrease - Debit	Increase - Credit	Revised Amount
21-3020-900	Tap and Deposit Fees	\$ 10,000.00	\$ -	\$ 23,150.00	33,150.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
Expenditure Adjustments					
Account Number	Account Description	Current Budget	Increase - Debit	Decrease - Credit	Revised Amount
21-4034-432	Maint. & Repair Water lines	\$ 27,500.00	\$ 23,150.00	\$ -	50,650.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
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<b>Totals</b>		<b>\$27,500.00</b>	<b>\$23,150.00</b>	<b>\$23,150.00</b>	<b>\$50,650.00</b>

Amendment (2021) #14 Tap Fee Revenues to Water Tap expense line

Prepared by: Amy Schueneman Date: 4/12/2021 Approved by: \_\_\_\_\_

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_

## Items Sold on Gov Deals March 2021

<u>Item</u>	<u>Sold For</u>
Large Light Bar FD	\$ 12.00
small light bars FD	\$ 50.00
Onan generator FD	\$ 1,275.00

**Total Collected \$ 1,337.00**

The above items were sold on GovDeals as surplus. All items were approved for sale by Randy Holloway, Town Administrator.

Copies of all documents will be inserted into the Minute Book for permanent retention.

**EDDIE CARRICK, CPA, PC**  
Certified Public Accountant

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March 1, 2021

Dear Municipal Client,

Enclosed are two important documents pertaining to your June 30, 2021 audit – the audit engagement letter and audit contract. The Local Government Commission (LGC) is requiring us to submit both simultaneously for their review and approval. The following are instructions to ensure acceptance by the LGC.

1. Engagement Letter

- Please read and sign by appropriate official- i.e., Mayor or Finance Officer **plus** Board member.

2. Audit Contract

- Mayor or Chairperson must type or print name and title, e-mail address, sign and date contract in the **"Governmental Unit"** section on page 8. **Also**, enter the **"Date Primary Government Unit Governing Board Approved Audit Contract."**
- Finance Officer must type or print name, sign, date and enter e-mail address in the **"Pre-Audit Certificate"** section on page 8.

\*\*\* NOTE\*\*\* page 5, note 28.

Starting with audit year June 30, 2021, "the auditor shall present the audited financial statements including any compliance reports to the governments unit's governing body or audit committee in an official meeting in open session as soon as the audited statements are available but not later than 45 days after the submission of the audit report to the Secretary."

After all of the above instructions are complete, please return **both** documents to us for submission to the LGC.

Please don't hesitate to call me with any questions you may have.

Thank you,



Eddie Carrick CPA, PC

Member of the American Institute of  
Certified Public Accountants.

Eddie Carrick  
151 Young Drive, Lexington, NC 27292  
336-249-2545, Fax 336-249-4745



**EDDIE CARRICK, CPA, PC**  
Certified Public Accountant

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March 1, 2021

To the Honorable Mayor and Board of Commissioners  
Town of Mount Pleasant  
Mount Pleasant, North Carolina

We are pleased to confirm our understanding of the services we are to provide Mount Pleasant for the year ended June 30, 2021. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Mount Pleasant as of and for the year ended June 30, 2021. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Mount Pleasant's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Mount Pleasant's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide me with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Other Post-Employment Benefits Schedules (if applicable).

We have also been engaged to report on supplementary information other than RSI that accompanies Mount Pleasant's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

- 1) Individual fund statements and schedules.
- 2) Schedule of expenditures of federal awards (if applicable).
- 3) Law Enforcement Officers' Special Separation Allowance Report (if applicable).

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards* (if applicable).

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) (if applicable).

If applicable, the *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; if applicable, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; if applicable, the Single Audit Act Amendments of 1996; and if applicable, the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable me to express such opinions. We will issue written reports upon completion of our Single Audit (if applicable). Our reports will be addressed to management and the Board of Commissioners of Mount Pleasant. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for me to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

#### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by me, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards* (if applicable). In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit (if applicable). Our responsibility as auditor is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditor.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories (if applicable), and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards (if applicable); federal award programs (if applicable); compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards* (if applicable).

As required by the Uniform Guidance (if applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards* (if applicable), and the Uniform Guidance (if applicable).

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Mount Pleasant's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards* (if applicable).

The Uniform Guidance (if applicable) requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Mount Pleasant's major programs. The purpose of these procedures will be to express an opinion on Mount Pleasant's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

### **Management Responsibilities**

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards (if applicable), and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying

significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to me and for the accuracy and completeness of that information. You are also responsible for providing me with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance (if applicable), (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to me in the management representation letter that the effects of any uncorrected misstatements aggregated by me during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing me about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing me of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance (if applicable), it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan (if applicable). The summary schedule of prior audit findings should be available for our review at the beginning of our fieldwork.

If applicable, you are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that include our report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to me in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to me any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to me corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards (if applicable), and related notes, and any other no audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards (if applicable), and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards (if applicable), and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by me for testing.

At the conclusion of the engagement, (if applicable) we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the Town; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eddie Carrick CPA, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eddie Carrick CPA, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit after July 1, 2021 and to issue our reports no later than October 31, 2021. Eddie Carrick is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our agreed upon fee per our LGC contract. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate me for all time expended and to reimburse me for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the

assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

We appreciate the opportunity to be of service to the Town of Mount Pleasant and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let me know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to me.

Very truly yours,

Eddie Carrick CPA, PC

**RESPONSE:**

This letter correctly sets forth the understanding of the Town of Mount Pleasant.

Management signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

Governance signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

The	Governing Board Town Board of Commissioners
of	Primary Government Unit (or charter holder) Town of Mount Pleasant
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Eddie Carrick, CPA, PC
	Auditor Address 151 Young Drive Lexington, NC 27292

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/21	Audit Report Due Date 10/31/21
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.  
  
If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)[G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to



the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools or hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 28 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools or hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern.

30. Applicable to charter school contracts only: No indebtedness of any kind incurred or created by the charter school shall constitute an indebtedness of the State or its political subdivisions, and no indebtedness of the charter school shall involve or be secured by the faith, credit, or taxing power of the State or its political subdivisions.

31. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

32. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

33. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

34. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

**FEES FOR AUDIT SERVICES**

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
N/A		

OR Not Applicable  (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the billings for the last annual audit of the unit submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

**PRIMARY GOVERNMENT FEES**

Primary Government Unit	Town of Mount Pleasant
Audit Fee	\$ 10,000.00
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ 0
Writing Financial Statements	\$ 0
All Other Non-Attest Services	\$ 0
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$ 7,500.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
<b>75% Cap for Interim Invoice Approval</b> <i>(not applicable to hospital contracts)</i>	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Eddie Carrick, CPA, PC	
Authorized Firm Representative (typed or printed)* Eddie Carrick	Signature*
Date*	Email Address* eddie@eddiecarrickcpa.com

**GOVERNMENTAL UNIT**

Governmental Unit* Town of Mount Pleasant	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	[Redacted]
Mayor/Chairperson (typed or printed)* [Redacted]	Signature* [Redacted]
Date [Redacted]	Email Address [Redacted]

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

Primary Governmental Unit Finance Officer* (typed or printed) [Redacted]	Signature* [Redacted]
Date of Pre-Audit Certificate* [Redacted]	Email Address* [Redacted]

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

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

**DPCU – PRE-AUDIT CERTIFICATE**

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).  
Not applicable to hospital contracts.

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

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

Remember to print this form, and obtain all required signatures prior to submission.

**PRINT**

# Mount Pleasant

North Carolina

*Founded in 1848*

## Autism Awareness & Acceptance Month Proclamation

**WHEREAS**, Autism spectrum disorder (ASD) is a developmental disability that can cause significant social, communication and behavioral challenges. Autism is the fastest growing developmental disorder. There is often nothing about how people with ASD look that sets them apart from other people. People with ASD may communicate, interact, behave, and learn in ways that are different from neurotypical people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged. Some people with ASD need a lot of help in their daily lives; others need less; and

**WHEREAS**, A diagnosis of ASD now includes several conditions that used to be diagnosed separately: autistic disorder, pervasive developmental disorder not otherwise specified (PDD-NOS), and Asperger syndrome. These conditions are now all called autism spectrum disorder or ASD; and

**WHEREAS**, about 1 in 68 children has been identified with autism spectrum disorder (ASD) according to estimates and ASD is about 4.5 times more common among boys (1 in 42) than among girls (1 in 189). ASD prevalence has increased by 6-15 percent each year from 2002 to 2010. More than 3.5 million Americans live with an autism spectrum disorder; and

**WHEREAS**, People with ASD often have problems with social, emotional, and communication skills. They might repeat certain behaviors and might not want change in their daily activities. Many people with ASD also have different ways of learning, paying attention, or reacting to things. Signs of ASD begin during early childhood and typically last throughout a person's life; and

**WHEREAS**, ASD can sometimes be detected at 18 months or younger. By age 2, a diagnosis by an experienced professional can be considered very reliable. However, many children do not receive a final diagnosis until they are much older. This delay means that children with ASD might not get the early help they need; and

**WHEREAS**, research shows that early intervention treatment services can improve a child's development. Early intervention services help children from birth to 3 years old learn important skills. Services can include therapies to help the child talk, walk, interact with others, communicate, and control behaviors, including physical aggression and self-injury behavior; and

**WHEREAS**, during the month of April, we strive to promote autism awareness, inclusion, and self-determination for all, and assure that each person with ASD is provided an opportunity to achieve the highest possible quality of life.

**NOW THEREFORE**, I, Del Eudy, Mayor of the Town of Mount Pleasant, North Carolina, do here-by proclaim the month of April to be designated as Autism Awareness & Acceptance Month.

Dated this 12h day of April 2021

\_\_\_\_\_  
Mayor W. Del Eudy

Attest:

Seal

\_\_\_\_\_  
Amy Schueneman, Town Clerk



## MEMORANDUM

To: Mayor and Town Board

From: Randy Holloway, Town Manager

Date: April 12, 2021

RE: Manager's report for February and March 2021

Please find listed below an update / overview for the months of February and March 2021

- Continued to work with Town Staff and LKC Engineering to continue the process of moving forward with the USDA projects.
- Worked with the Town Planner to address issues related to complaints about parking issues at the trailhead of the Catawba Lands Conservancy on Malibu Road.
- Worked with the Town Planner on plans for Brighton Park on Highway 73.
- Worked with Staff to address notification of the public about plans for maintenance on the Town's two water tanks.
- Worked with Staff to prepare and distribute RFQs and evaluate the submittals for the planned USDA Community Facilities projects.
- Worked with the Town Planner on the lease agreement for the site of the Cabarrus Arts Council grant project on West Franklin Street.
- Worked with the Town Planner to prepare and participate in a meeting with LKC, Duke Energy, Windstream and NCDOT to discuss the possibility of relocated the overhead utility lines in the Town Square as part of the USDA projects.
- Worked with the Town Engineer and Planner of the CMAQ project on North Washington Street.
- Worked with the Town Engineer and Planner to prepare for the planned NCDOT project for the Town Square, proposed parking lot at Hall Chiropractic and storm water issues behind Buddy's and the old Barringer Motor's building.
- Had several meetings with Fire Chief Sneed to discuss various issues in the Fire Department to include personnel, apparatus and fire station renovation needs.
- We also meet with the manager of Cantina 73 to discuss additional parking planned for property located to the east side of the ABC Store.
- Worked with Alley, Williams, Carmen and King Engineering to review the bid and construction documents for the repairs to the water intake site on Dutch Buffalo Creek.
- Worked with Staff to discuss the American Rescue Plan and how the planned Town allocation of \$650,000 might be spent.
- Continued to work with Public Works to discuss several issues related to public works functions and various methods to increase productivity and efficiency.
- Continued to participate every Monday in Covid-19 Task Force meetings with local managers and Elected Officials. Cabarrus County is moving forward on a rapid basis to

get as many people vaccinated as possible. The Health Alliance is conducting several clinics per week at the Arena and Atrium Health is conducting daily clinics in the parking lot at the Hospital. The two agencies are providing an estimated 6,000 vaccinations per week.

- Participated in the monthly Cabarrus Economic Development meetings.
- Worked with the Town Planner on several potential developments.
- Continued to work with Staff and LKC Engineering on plans to update the Summer Street sewer pump station. This project is moving along very well.
- Worked with Staff to prepare for the FY-2021/2022 budget workshop.

*Founded in 1848*

**ASSISTANT TOWN MANAGER'S REPORT**  
*April 2021*

To: Mayor & Commissioners

From: Crystal Smith, Assistant Town Administrator

Subject: Monthly Activities for February & March 2021

- Monthly BCBS Webinars
- Began preparations for Budget Workshop
- Met with Department Directors on their budgets
- Prepared for Ribbon Cuttings: Down South on Main and MP Mercantile
- Zoom Meeting on American Rescue Plan (federal funds MP will be receiving)
- Zoom Water Systems Funding Program webinar
- Budget Workshop
- Began preparations for Parade/Fireworks
- Completed Quarterly Tax Reports (Federal & State)
- Began work on yearly Actuary Report

Respectfully submitted,



Crystal Whitley Smith  
Assistant Town Administrator

## FINANCIAL REPORT as of February 28, 2021

Cash Balances	General Fund	Powell Bill Bank Account	GF-Capital Reserve	Water/Sewer Fund	Capital Project Fire Station Add
First Bank-Checking	283,022.52	64,986.27		212,314.32	242,434.05
First Bank-Payroll Checking	30,417.91				
First Bank-General Fund Money Market	1,286,965.97				
First Bank- Retiree Insurance Money Market	9,404.09				
First Bank-W/S Money Market				717,947.57	
First Bank- USDA Capital Project Checking				50,095.92	
First Bank- Summer St Pump Station Capital Proj				67,816.86	
First Bank-Façade Grant	3,106.91				
First Bank-Savings (Sidwalk Escrow)	6,301.01		56,596.30		
First Bank- Capital Reserve- Police Vehicles			30,431.56		
First Bank- Capital Reserve- FD Vehicles				33,051.61	
First Bank- Manhole Repairs					
Uwharrie Bank Savings (Park Dev)	33,175.86			30,943.04	
Uwharrie Bank-Dredging (Savings)					
NC Capital Mgmt Trust- 42% Reserve	810,309.42				
NC Capital Mgmt Trust-Debt Setoff Acct				1,312.20	
<b>Total Cash Balances</b>	<b>2,462,703.69</b>	<b>64,986.27</b>	<b>87,027.86</b>	<b>1,113,481.52</b>	<b>242,434.05</b>

**TOTAL**  
**3,970,633.39**

	General Fund		Water Sewer Fund	
	APPROVED	MONTH TO DATE	YEAR TO DATE	YEAR TO DATE
	2020-2021	(Encumbered)	TO DATE	TO DATE
Revenues	2,028,659.00		1,867,167.32	\$161,491.68
Expenditures	2,028,659.00	67,293.37	1,165,899.69	\$795,465.94
				92%
				61%
Revenues	1,753,883.00		778,263.64	\$975,619.36
Expenditures	1,753,883.00	61,762.14	721,052.68	\$971,068.18
				44%
				45%

**FINANCIAL REPORT  
as of March 31, 2021**

**Cash Balances**

	General Fund	Powell Bill Bank Account	GF-Capital Reserve	Water/Sewer Fund	Capital Project Fire Station Add
First Bank-Checking	226,445.79	43,290.14		78,610.36	242,444.35
First Bank-Payroll Checking	37,357.24				
First Bank-General Fund Money Market	1,287,293.92				
First Bank- Retiree Insurance Money Market	9,404.33				
First Bank-W/S Money Market				718,130.52	
First Bank- USDA Capital Project Checking				46,097.89	
First Bank- Summer St Pump Station Capital Proj				51,319.45	
First Bank-Façade Grant	3,106.99				
First Bank-Savings (Sidwalk Escrow)	6,301.17		56,598.70		
First Bank- Capital Reserve- Police Vehicles			30,432.85		
First Bank- Capital Reserve- FD Vehicles				33,052.45	
First Bank- Manhole Repairs	33,179.95				
Uwharrie Bank Savings (Park Dev)				30,946.86	
Uwharrie Bank-Dredging (Savings)	810,316.30				
NC Capital Mgmt Trust- 42% Reserve				1,312.21	
NC Capital Mgmt Trust-Debt Setoff Acct					

**TOTAL**  
3,745,641.47

**Total Cash Balances**

2,413,405.69	43,290.14	87,031.55	959,469.74	242,444.35
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**FY2020-2021**

	General Fund		Water Sewer Fund	
	APPROVED	MONTH TO DATE (Encumbered)	YEAR TO DATE	YEAR TO DATE
Revenues	2,028,659.00	71,262.14	1,975,532.83	\$53,126.17
Expenditures	2,028,659.00		1,355,375.14	\$602,021.72
				97%
				70%
Revenues	1,753,883.00		887,665.15	\$866,217.85
Expenditures	1,753,883.00	71,319.60	925,042.96	\$757,520.44
				51%
				57%

# Mount Pleasant

North Carolina

*Founded in 1848*

## Planning and Economic Development April 6, 2021

### Cases

#### **SUB 2020-03 Brighton Park Preliminary Plat**

**Description:** 179 single family lots with community clubhouse and pool

**Area:** approx. 86.77 acres

**Proposed Density:** 2.06 dwelling units per acre

**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

**Current Status:** Awaiting construction drawings

#### **SUB 2020-02 Pleasant Crossing (old middle school site-formerly Tiger Crossing)**

**Description:** Preliminary Plat for 13 commercial lots and 34 townhome lots

**Area:** approx. 22.18 acres

**Cabarrus County Parcel Numbers:** 5670-17-7936

**Zoning:** OI Office & Institutional (5.481 ac), C-2 General Commercial (12.413 ac), RH Residential High Density (4.285 ac)

**Current Status:** Awaiting Construction Drawings.

### Permits

March/April (to date) 2021 reports attached.

### Comprehensive Plan Implementation

- Town Staff prepared a Request for Qualifications for professional architectural and engineering services ahead of application for a USDA Community Facilities Loan for improvements to the Municipal Complex. Proposals are currently under review and project scope is being considered as part of this year's budgeting process.
- Town staff submitted a grant application for three studies for the Mount Pleasant National Register Historic District: an updated architectural survey, an updated National Register District Study Form, and a comprehensive stormwater study and plan for the downtown portion of the National Register District to help plan for mitigation to avoid future storm damage. This grant is available through the National Park Service for Hurricane Florence Relief. This is a full grant with no match required. The Town had previously budgeted \$20,000 for the National Register District. The Town has been awarded \$94,250 for the three studies. The grant will be processed through the federal government with procurement anticipated in March of 2021.
- The Downtown Historic Photo Mural Program is proceeding with the first mural to be placed on the Old Barringer's Motor Building, local artist Cicada Studios is working on artistic modifications for the image, and the image will be applied to the wall as vinyl by TPM, an experienced company that has also completed mural work in downtown Concord. A directory sign for the block will also be installed. Work is anticipated to be complete by July 1.
- Staff met with representatives from LKC, NCDOT, Duke Energy, and telecommunications providers to discuss what can be done during the waterline project to accommodate burial or rerouting of overhead utility lines in the square.
- Staff has been working with Bizzell Designs on the design for the Highway 49/73 interchange gateway sign. Mr. Bizzell has provided an estimate of \$6,500 for construction drawings.

**Transportation**

- This spring, NCDOT will be working on the Highway 73 and Main Street intersection improvement project with anticipated completion by July 1. This project was supposed to be completed more than a year and a half ago, but was delayed due to NCDOT budget constraints. All on-street parking in the square will be removed, and there will be new turn lanes on Highway 73 (Franklin Street).
- Town Staff submitted a CMAQ funding application for the N. Washington Street sidewalk shown on the adopted Bicycle and Pedestrian Project Acceleration Plan.

### March 2021 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2021-11	3/8/2021	5660-96-7262	782	N. Skyland Dr.	New	Single-family residential	Prespro	
n/a	3/8/2021	5670-04-0635	8115	W. Franklin St.	CoC	Mount Pleasant Hit Mill	Kathryn Craver	see Z-2019-62
Z-2021-12	3/30/2021	5671-31-0381	8620	Fisher Rd.	Home Occ.	Palmer and Pine	Brooke Preddy	
Z-2021-13	3/26/2021	5670-32-3066	1596	Barringer St.	Demo.	Demolish single-family home	Chris Swofford	
Z-2021-14	3/30/2021	5660-95-6402	7920	W. Franklin St.	Repair	Replace destroyed canopy	Servpro	MP Church of God

4 Zoning Permits

1 Certificate of Compliance

### April 2021 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2021-15	4/1/2021	5660-95-4512*	906	S. Skyland Dr.	New	Single-family residential	Prespro	
Z-2021-16	4/1/2021	5660-95-4512*	918	S. Skyland Dr.	New	Single-family residential	Prespro	
Z-2021-17	4/1/2021	5670-08-6184	8105	North Drive	Addition	Addition to existing SFR	Beverly Hinson	
Z-2021-18	4/1/2021	5670-21-4977	8510	Lee St.	Accessory	Storage Shed	Charles Hendricks	
Z-2021-19	4/6/2021	5660-74-1578	1028	Allman Road Ext.	Accessory	Storage Shed	Wanda Motley	

\*new PIN pending

5 Zoning Permits



## MEMORANDUM

To: Mayor and Town Board

From: Fire Chief Dustin Sneed

Date: April 12, 2021

RE: Monthly Report for April 2021

Please find listed below an update / overview for the month of March 2021:

- The new Smeal Engine is at the fire station and being equipped with the appropriate equipment. Once it is ready to go in service, we will do a push in ceremony for it.
- New hose has arrived to replace a portion of our older outdated hose and it is being tested and placed in service.
- Crews are in the process of checking hydrants in town and doing pre plans at local businesses.
- A total of 82 calls were ran in March.

# Cabarrus County Sheriff's Office

## Law Calls for Service

253 / Mt Pleasant

12/01/2020 - 02/28/2021

**OFFICER-INITIATED**

	Dec-20	Jan-21	Feb-21
<b>Total</b>	577	636	669
50 B OR C	0	0	1
ALL ANIMAL CONTROL CALLS	1	0	0
ASSIST SHP	0	1	1
ATTEMPT TO LOCATE	2	0	1
CIVIL PROCESS	1	0	0
DISPUTE (ANYONE)	1	0	0
DRUG INVESTIGATION	0	1	0
ESCORT	0	2	1
FOLLOW UP	2	2	6
IMPROPERLY PARKED VEH	1	0	0
INFORMATION	0	1	0
INVESTIGATION	2	2	0
SECURITY CHECK	552	597	576
SPECIAL EVENT	0	1	5
SRO	0	0	1
STRANDED MOTORIST	1	2	1
SUSPICIOUS SUBJECT	1	0	1
SUSPICIOUS VEHICLE	4	4	8
TRAFFIC STOP	7	22	66
WARRANT	1	1	1
WELFARE CHECK (PERSON)	1	0	0

## DISPATCHED

	Dec-20	Jan-21	Feb-21
<b>Total</b>	51	31	34
911 HANGUP	2	1	1
911 WELFARE CHECK	0	1	0
ALL ANIMAL CONTROL CALLS	0	0	3
ASSAULT	0	1	1
ASSIST COUNTY FIRE DEPARTMENT	1	1	1
ASSIST EMS	2	0	0
ATTEMPT TO LOCATE	1	0	0
BANK ALARM	0	1	0
BREAKING AND ENTERING IN PROG	0	0	1
BREAKING AND ENTERING OF RESD	1	0	0
BURGLAR ALARM	5	2	3
CAC WELFARE CHECK	1	0	0
CARELESS RECKLESS DRIVING	1	1	2
DISCHARGE FIREARMS	0	1	1
DISPUTE (ANYONE)	7	2	0
DOMESTIC DISTURBANCE	2	0	0
ESCORT	2	3	1
EXECUTIVE ORDER VIOLATION	0	1	0
FOLLOW UP	0	0	2
IMPROPERLY PARKED VEH	1	0	0
INTOXICATED DRIVER	1	0	0
LARCENY	1	0	1
LIVESTOCK	1	0	0
LOUD (ANYTHING DESC IN NARR)	1	0	0
MISSING PERSON OR RUNAWAY	0	0	1
PROPERTY DAMAGE	0	0	1
PROWLER	1	0	0
RECOVERED PROPERTY	0	1	1
REPOSESSION	1	1	0
ROAD HAZARD	2	0	0

	Dec-20	Jan-21	Feb-21
SERVICE CALL LAW	2	0	2
STRUCTURE FIRE	0	1	0
SUSPICIOUS SUBJECT	2	2	2
SUSPICIOUS VEHICLE	0	1	2
THREATENING SUICIDE	0	3	1
TRAFFIC ACC PROPERTY DAMAGE	7	2	3
TRAFFIC ACCIDENT PI	2	2	0
TRAFFIC STOP	1	1	0
VEHICLE FIRE	0	1	0
WARRANT	0	1	1
WELFARE CHECK (PERSON)	3	0	3

## Details for Dispatched Calls for Service

02/01/2021 - 02/28/2021

Total Disp. CFS: 34

Event #	Date / Time	Street	Case #	Call Source
<b>911 HANGUP</b>				
21-029073	02/28 16:21	PAGE ST		W911
<b>ALL ANIMAL CONTROL CALLS</b>				
21-016910	02/04 09:18	ROSS CIR		PHONE
21-023752	02/17 11:32	NC HWY 49 N		PHONE
21-023758	02/17 11:50	MALIBU RD	21-0217-0012	PHONE
<b>ASSAULT</b>				
21-028627	02/27 13:56	E FRANKLIN ST		PHONE
<b>ASSIST COUNTY FIRE DEPARTMENT</b>				
21-028758	02/27 20:08	MALIBU RD		PHONE
<b>BREAKING AND ENTERING IN PROG</b>				
21-025711	02/21 13:06	E FRANKLIN ST		PHONE
<b>BURGLAR ALARM</b>				
21-016325	02/03 07:32	COOK ST		PHONE
21-027049	02/23 22:54	W FRANKLIN ST		PHONE
21-027588	02/24 23:34	W FRANKLIN ST		PHONE
<b>CARELESS RECKLESS DRIVING</b>				
21-017514	02/05 14:12	CROWELL ST		PHONE
21-027875	02/25 17:35	NC HWY 73 E/DUTCH RD		PHONE
<b>DISCHARGE FIREARMS</b>				
21-025064	02/19 21:02	OLDENBURG DR		PHONE
<b>ESCORT</b>				
21-025698	02/21 12:39	N COLLEGE ST		PHONE
<b>FOLLOW UP</b>				
21-028363	02/26 21:16	MPCI ST		PHONE
21-028798	02/27 21:58	EAGLE ST		PHONE
<b>LARCENY</b>				
21-019763	02/09 19:35	COOK ST	21-0209-0015	PHONE
<b>MISSING PERSON OR RUNAWAY</b>				
21-016106	02/02 18:47	NC HWY 49 N		PHONE
<b>PROPERTY DAMAGE</b>				
21-025103	02/19 23:38	OLDENBURG DR	21-0220-0002	PHONE
<b>RECOVERED PROPERTY</b>				
21-020074	02/10 11:33	PARK DR		PHONE
<b>SERVICE CALL LAW</b>				
21-015963	02/02 13:41	WOOD ST		PHONE
21-027710	02/25 10:23	NC HWY 49 N		PHONE
<b>SUSPICIOUS SUBJECT</b>				
21-018005	02/06 15:38	E FRANKLIN ST		PHONE
21-018413	02/07 12:32	N MAIN ST		PHONE
<b>SUSPICIOUS VEHICLE</b>				
21-025615	02/21 08:18	EAGLE ST		PHONE
21-027925	02/25 20:35	ROSS CIR		PHONE
<b>THREATENING SUICIDE</b>				
21-019184	02/08 20:55	WOOD ST		PHONE
<b>TRAFFIC ACC PROPERTY DAMAGE</b>				
21-015271	02/01 07:54	NC HWY 49 N	21-0201-0002	PHONE
21-019165	02/08 20:19	NORTH DR	21-0208-0012	PHONE
21-027811	02/25 14:36	S MAIN ST	21-0225-0015	PHONE

253 / Mt Pleasant

WARRANT				1
21-017049	02/04	13:23	N MAIN ST	PHONE
WELFARE CHECK (PERSON)				3
21-021867	02/13	17:33	MPCI ST	PHONE
21-022209	02/14	09:46	MPCI ST	E911
21-026375	02/22	19:15	NC HWY 73 E	PHONE

# Cabarrus County Sheriff's Office

## Law Calls for Service

253 / Mt Pleasant

01/01/2021 - 03/31/2021

### OFFICER-INITIATED

	Jan-21	Feb-21	Mar-21
<b>Total</b>	636	669	607
50 B OR C	0	1	2
ASSIST SHP	1	1	0
ATTEMPT TO LOCATE	0	1	1
DRUG INVESTIGATION	1	0	0
ESCORT	2	1	1
FOLLOW UP	2	6	4
INFORMATION	1	0	1
INVESTIGATION	2	0	3
PROPERTY DAMAGE	0	0	1
SECURITY CHECK	597	576	556
SERVICE CALL LAW	0	0	1
SPECIAL EVENT	1	5	2
SRO	0	1	0
STRANDED MOTORIST	2	1	1
SUSPICIOUS SUBJECT	0	1	1
SUSPICIOUS VEHICLE	4	8	3
TRAFFIC STOP	22	66	29
WARRANT	1	1	1

### DISPATCHED

	Jan-21	Feb-21	Mar-21
<b>Total</b>	31	34	62
911 HANGUP	1	1	0
911 WELFARE CHECK	1	0	0
ALL ANIMAL CONTROL CALLS	0	3	2
ASSAULT	1	1	0
ASSIST COUNTY FIRE DEPARTMENT	1	1	0
ASSIST EMS	0	0	3
BANK ALARM	1	0	0

	Jan-21	Feb-21	Mar-21
BREAKING AND ENTERING IN PROG	0	1	0
BURGLAR ALARM	2	3	6
CAC WELFARE CHECK	0	0	2
CARELESS RECKLESS DRIVING	1	2	0
COMMITMENT PAPERS	0	0	2
DIRECT TRAFFIC	0	0	2
DISCHARGE FIREARMS	1	1	0
DISPUTE (ANYONE)	2	0	8
DOMESTIC DISTURBANCE	0	0	1
ESCORT	3	1	1
EXECUTIVE ORDER VIOLATION	1	0	0
FOLLOW UP	0	2	1
IMPROPERLY PARKED VEH	0	0	1
INTOXICATED DRIVER	0	0	1
LARCENY	0	1	4
LIVESTOCK	0	0	1
MISSING PERSON OR RUNAWAY	0	1	0
PROPERTY DAMAGE	0	1	1
PROWLER	0	0	1
RECOVERED PROPERTY	1	1	0
REPOSESSION	1	0	1
ROAD HAZARD	0	0	1
SERVICE CALL LAW	0	2	1
STRUCTURE FIRE	1	0	0
SUICIDE / PSYCHIATRIC / ABNOR	0	0	1
SUSPICIOUS SUBJECT	2	2	3
SUSPICIOUS VEHICLE	1	2	5
THREATENING SUICIDE	3	1	1
TRAFFIC ACC PROPERTY DAMAGE	2	3	5
TRAFFIC ACCIDENT PI	2	0	2
TRAFFIC STOP	1	0	1



	Jan-21	Feb-21	Mar-21
TRESPASSING	0	0	2
VEHICLE FIRE	1	0	0
WARRANT	1	1	0
WELFARE CHECK (PERSON)	0	3	2

Total Disp. CFS: 62

## Details for Dispatched Calls for Service

03/01/2021 - 03/31/2021

Event #	Date / Time	Street	Case #	Call Source
<b>ALL ANIMAL CONTROL CALLS 2</b>				
21-034923	03/12 13:37	CRESTWOOD DR		PHONE
21-038000	03/19 08:10	W FRANKLIN ST	21-0319-0003	PHONE
<b>ASSIST EMS 3</b>				
21-031818	03/06 10:51	PAGE ST		PHONE
21-033947	03/10 14:49	W FRANKLIN ST		PHONE
21-044001	03/31 13:12	W FRANKLIN ST		PHONE
<b>BURGLAR ALARM 6</b>				
21-029596	03/01 21:28	NC HWY 73 E		PHONE
21-037147	03/17 09:29	N MAIN ST		PHONE
21-037528	03/18 05:44	W FRANKLIN ST		PHONE
21-039418	03/22 00:47	W FRANKLIN ST		PHONE
21-040513	03/24 07:55	COOK ST		PHONE
21-040516	03/24 08:03	COOK ST		PHONE
<b>CAC WELFARE CHECK 2</b>				
21-034905	03/12 12:59	E FRANKLIN ST		PHONE
21-043859	03/31 09:24	EAGLE ST		PHONE
<b>COMMITMENT PAPERS 2</b>				
21-033794	03/10 10:13	WALKER RD		PHONE
21-041864	03/27 00:34	WALKER RD		PHONE
<b>DIRECT TRAFFIC 2</b>				
21-030279	03/03 05:58	N MAIN ST/E FRANKLIN ST		PHONE
21-040590	03/24 11:15	N MAIN ST/E FRANKLIN ST		PHONE
<b>DISPUTE (ANYONE) 8</b>				
21-031079	03/04 16:51	BARRINGER ST		PHONE
21-031241	03/05 01:27	ROSS CIR	21-0305-0003	PHONE
21-031519	03/05 17:26	ROSS CIR		PHONE
21-037634	03/18 11:56	PINE ST		PHONE
21-038114	03/19 11:51	NC HWY 49 N		PHONE
21-040835	03/24 20:16	E FRANKLIN ST		PHONE
21-042355	03/27 23:50	GREEN ACRES CIR		PHONE
21-043729	03/31 00:24	ENCHANTED LN		PHONE
<b>DOMESTIC DISTURBANCE 1</b>				
21-041927	03/27 03:21	N MAIN ST		W911
<b>ESCORT 1</b>				
21-031787	03/06 09:02	COOK ST		PHONE
<b>FOLLOW UP 1</b>				
21-039248	03/21 16:23	E FRANKLIN ST		PHONE
<b>IMPROPERLY PARKED VEH 1</b>				
21-035293	03/13 08:55	S MAIN ST		PHONE
<b>INTOXICATED DRIVER 1</b>				
21-031608	03/05 21:11	NC HWY 49 N		PHONE
<b>LARCENY 4</b>				
21-029369	03/01 09:56	ROSS CIR		PHONE
21-030195	03/03 00:31	NC HWY 49 N		PHONE

**253 / Mt Pleasant**

				<i>(continued,</i>
<b>LARCENY</b>			<b>4</b>	PHONE
21-031245	03/05	01:42	NC HWY 49 N	
21-031845	03/06	12:16	NC HWY 49 N	21-0306-0003 PHONE
<b>LIVESTOCK</b>			<b>1</b>	
21-040661	03/24	13:59	N SKYLAND DR/WOOD ST	PHONE
<b>PROPERTY DAMAGE</b>			<b>1</b>	
21-036321	03/15	13:38	NC HWY 49 N	PHONE
<b>PROWLER</b>			<b>1</b>	
21-041940	03/27	04:46	PAGE ST	PHONE
<b>REPOSESSION</b>			<b>1</b>	
21-036286	03/15	11:48	MITCHELL ST	PHONE
<b>ROAD HAZARD</b>			<b>1</b>	
21-030229	03/03	02:27	E FRANKLIN ST	PHONE
<b>SERVICE CALL LAW</b>			<b>1</b>	
21-031857	03/06	12:55	NC HWY 49 N	PHONE
<b>SUICIDE / PSYCHIATRIC / ABNOR</b>			<b>1</b>	
21-030597	03/03	18:48	ENCHANTED LN	PHONE
<b>SUSPICIOUS SUBJECT</b>			<b>3</b>	
21-031158	03/04	20:10	W FRANKLIN ST	PHONE
21-042607	03/28	16:06	E FRANKLIN ST	PHONE
21-043217	03/29	22:54	NC HWY 49 N	PHONE
<b>SUSPICIOUS VEHICLE</b>			<b>5</b>	
21-030755	03/04	02:10	ROSS CIR	PHONE
21-031574	03/05	19:46	ROSS CIR	PHONE
21-037572	03/18	09:24	WOOD ST	PHONE
21-041934	03/27	03:48	NC HWY 49 N	PHONE
21-044096	03/31	17:01	S MAIN ST	PHONE
<b>THREATENING SUICIDE</b>			<b>1</b>	
21-041630	03/26	15:38	NC HWY 49 N	PHONE
<b>TRAFFIC ACC PROPERTY DAMAGE</b>			<b>5</b>	
21-035019	03/12	16:30	N MAIN ST	21-0312-0009 PHONE
21-036493	03/15	20:25	NC HWY 49 N	PHONE
21-037540	03/18	07:11	W FRANKLIN ST/N MAIN ST	21-0318-0003 PHONE
21-038231	03/19	16:26	E FRANKLIN ST/A ST	21-0319-0009 PHONE
21-041144	03/25	17:20	S MAIN ST	PHONE
<b>TRAFFIC ACCIDENT PI</b>			<b>2</b>	
21-033326	03/09	12:31	NC HWY 49 N	21-0309-0007 PHONE
21-036945	03/16	19:07	N MAIN ST	PHONE
<b>TRAFFIC STOP</b>			<b>1</b>	
21-029982	03/02	14:26	PAGE ST	PHONE
<b>TRESPASSING</b>			<b>2</b>	
21-030913	03/04	11:18	E FRANKLIN ST	PHONE
21-031098	03/04	17:37	E FRANKLIN ST	PHONE
<b>WELFARE CHECK (PERSON)</b>			<b>2</b>	
21-031577	03/05	19:53	NC HWY 73 E	21-0305-0011 PHONE
21-043156	03/29	19:31	NC HWY 73 E	PHONE

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# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Discussion of the planned water and sewer improvements project and the application for USDA, Rural Development funding.

**Narrative:**

LKC Engineering will be at the meeting to answer any questions concerning the process for the USDA water/sewer projects. They will also update the Board on the status of the application.

Town Staff will need guidance on possible water/sewer rates for FY21/22 for the Fees & Charges Schedule. A copy of the tiered fee schedule with how many customers each tier affects is included with the packet.

**Recommendation:**

Open

## Tiered Usage Rates based on March 2021 bills

<b>Gallons Used</b>	<b>Amount Added</b>	<b>Business</b>	<b>Residential</b>
0-2,000	0	53	374
2,001-3,000	0	7	206
3,001-5,000	20 cents	6	281
5,001-10,000	35 cents	7	118
10,001-20,000	50 cents	10	12
20,000+	60 cents	14	2
		97	993

# *Mount Pleasant*

North Carolina

*Founded in 1848*

**Agenda Item:**

Discuss Board's thoughts concerning the 2021 Independence Celebration.

**Narrative:**

A discussion with the Board concerning current status of State's restrictions, Covid numbers, and impact to this year's Celebration.

**Recommendation:**

Open

# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Discuss scheduling another Budget Workshop and tour of the water/sewer facilities.

**Narrative:**

During the March 27<sup>th</sup> Budget Workshop the Board mentioned wanting to tour all the Town's water and sewer locations to better understand the problems with some of the facilities. Also, scheduling another Budget Workshop was discussed. Town Staff will be glad to set this up with guidance on dates and times from the Board. If the Board tours the facilities as a group, notice must be placed in the paper. This is a technicality not a problem to do.

With this Agenda Item are several pieces of information the Board requested at the Budget Workshop:

- Fire Dept. salaries across the county for FY20/21
- Copy of the Cabarrus County Sheriff's Contract

**Recommendation:**

Open



FY - 20/21  
INFO

## Rural Fire Dept. Salaries in Cabarrus County

<u>Department/Tax Rate</u>	<u>Hourly Pay</u>	<u># Chiefs</u>	<u>#Deputies</u>	<u># PAID on Roster</u>	<u># working at one time</u>
Allen 0.075	\$12.50 avg	1	2	15	2 people 24/7
Cold Water 0.06	\$10.00	1	2	17	1 person 24/7
Concord Rural 0.14	Career	1	lots	a bunch	More than enough
Flowes Store 0.07	\$11.50-\$15 (13.25)	1	2	12	2 people 24/7
Georgeville 0.092					
Gold Hill 0.08					
Harrisburg Rural 0.15	career	1	3	50 plus	15 FF 24/7
Jackson Park 0.14	\$0.00	0	0	0	0
Kannapolis Rural 0.10	career	1	8	a bunch	lots
Midland 0.10	\$13.25 avg	1	4	not sure	6, 3 per station 24/7
Mt. Mitchell 0.0826	\$12.00	1	2	8	1 person 8-4, 7 days
Mt. Pleasant 0.118	\$11.25	1	2	45	3 people 24/7
Northeast 0.127	\$10.00	1	2	18	1 person 24/7
Odell 0.068	\$12.50 avg	1	4	46	5 people 24/7
Richfield 0.07	\$13.00	1	2	7	2 people 8-5 M-F
Rimer 0.088	\$11 avg	1	2	12	1 person 20 hrs, 7 days



## **TOWN OF MT. PLEASANT AND SHERIFF LAW ENFORCEMENT AGREEMENT**

This **TOWN OF MT. PLEASANT AND SHERIFF LAW ENFORCEMENT AGREEMENT** ("Agreement") is made and entered into effective July 1, 2019 by and between the **TOWN OF MT. PLEASANT**, North Carolina ("Town"), **VAN W. SHAW** as Sheriff of Cabarrus County ("Sheriff") and **CABARRUS COUNTY**, North Carolina ("County").

### **RECITALS**

1. For many years, the Sheriff through his office and employees has provided law enforcement protection to and for the Town, through the assignment of deputies to conduct the usual and customary law enforcement duties within Town limits.
2. The Town does not have a police department, so services provided by the Sheriff to the Town have been the law enforcement substitute for a municipal police force.
3. The Town has generally compensated the Sheriff by reimbursing his office for the direct cost of all the deputies assigned to the Town, except two deputies assigned to the Town paid by Cabarrus County.
4. The parties desire to continue this relationship for the next fiscal year, with modifications to the general arrangements, as provided in the Terms below.

In consideration of the above Recitals and the Terms set forth below, which the parties agree constitute sufficient consideration to make this Agreement legally binding and enforceable, the parties agree as follows.

### **TERMS**

#### **1. LAW ENFORCEMENT SERVICES.**

The Sheriff shall provide general law enforcement services to the citizens and businesses located in the Town. These services include enforcement of municipal ordinances and state statutes, patrol, response to emergencies and calls for police assistance and protection of Town citizens and businesses and their property. Operational decisions in law enforcement are, and shall continue to be, made by the

Sheriff based on professional judgment. All calls for service, dispatch, complaint or special request and duty assignments shall go through the official channels of the Cabarrus County Sheriff's Office pursuant to Sheriff's Office policies and procedures.

**2. ASSIGNMENT OF PERSONNEL.**

The Sheriff shall assign two (2) full-time deputies to the Town. The Sheriff in his sole discretion shall decide deputies assigned to the Town pursuant to this Agreement, and may change any assignment at any time. The Sheriff shall only assign deputies with at least one year of Patrol experience, unless assigning a deputy on a temporary basis. Neither the Town nor any of its employees or elected officials shall have the right to control, direct or supervise the activities of the deputies assigned to the Town for purposes of this Agreement.

**3. SCHEDULE OF PERSONNEL.**

The deputies shall work the same rotation schedule (24/7 service) as the Sheriff's Office patrol division, unless changed for special purposes or due to the deputies being on vacation, a holiday, sick leave, FMLA or in-service training. In such circumstances, the Town shall not be entitled to a refund, reduction in cost, or replacement/substitute deputy. At least one deputy shall be on duty for each shift, whether a normally assigned deputy, or another deputy covering service calls for the town.

**4. SERVICE COVERAGE.**

The primary responsibility of the deputies, while on duty, is to patrol and answer calls for service within the Town limits with the following exceptions:

- a) To respond to incidents outside of the Town limits upon order of the Sheriff or his designee;
- b) To respond to an emergency call for assistance from another officer;
- c) To conduct an investigation of an incident that occurred within the Town limits, such as an automobile accident or criminal offense;
- d) To answer a call within the patrol zone surrounding the Town in the event the zone officer is not then available and the call requires a quicker response, but only with supervisor approval; or
- e) For necessary training, court proceedings, or other matters which require the officer to leave the Town.

The Sheriff's Office will provide reciprocal response when a non-Mt. Pleasant deputy is closer to a call within Town limits and in need of immediate assistance.

**5. TRAINING AND SUPERVISION OF MT. PLEASANT DEPUTIES.**

The Sheriff, through his Office, shall provide all supervision and training for deputies and other of his personnel responding to calls within Town limits. The Sheriff's Office considers all deputies equally for promotions and other advancement opportunities, which shall include annual evaluations and consideration for merit pay increases.

**6. VEHICLES AND EQUIPMENT.**

All vehicles and equipment purchased pursuant to this Agreement shall become the property of the County for use by the Sheriff for law enforcement purposes. Each deputy will have an assigned take home vehicle. County Fleet Services shall maintain the vehicles, including, but not limited to, the replacement of tires, brakes, and other maintenance services. The County shall itemize any equipment purchased due for reimbursement by the town on the quarterly bill.

**7. SCHEDULED VEHICLE REPLACEMENT.**

Vehicles and equipment used to provide services pursuant to this Agreement shall be replaced after four (4) years in-service, unless earlier replacement is agreed to in writing by both parties. Upon vehicle decommissioning, the County shall donate vehicles purchased pursuant to this Agreement to the Town.

**8. UNPLANNED VEHICLE REPLACEMENT.**

In the case of a total vehicle loss, the vehicle shall be replaced as soon as possible to ensure continuity of operations. Vehicle cost shall be based on the prevailing State Contract pricing for a Ford Police Interceptor SUV or other vehicle selected by the Sheriff. The Town shall reimburse the County for the replacement cost less a reduction for any insurance proceeds received by the County.

**9. ADMINISTRATIVE SERVICES FEE.**

The Town shall pay the County quarterly an administrative services fee equal to 10% of personnel costs. The administrative services fee reimburses the County for a portion of the indirect costs required to provide services under this Agreement. The County Manager's Office shall determine the annual fee, in cooperation with the Sheriff's Office, and communicate to the Town no later than January 31 of each year.

**10. PAYMENT OF SERVICES.**

For the period covering July 1, 2019 through June 30, 2020, the Town agrees to pay \$154,468 or \$38,617 per quarter for services provided under this Agreement.

Effective July 1, 2020, the Town agrees to pay the County:

- a) Personnel costs, including salaries and benefits, based on average deputy compensation as of January 1 of each contract year; and
- b) Administrative Services Fee.

The County Manager's Office shall determine the annual cost, in cooperation with the Sheriff's Office, and communicate to the Town no later than January 31 of each year using the format provided in Exhibit A.

The County shall bill the Town at the conclusion of each quarter with payment due within thirty-days (30) of receipt.

**11. VACANCIES.**

If a deputy position(s) for which the Town provides payment is vacant for more than forty-five (45) consecutive days, the County will not charge the Town for such position(s) beginning with the forty-sixth (46) day until filled. The Captain of the

Field Services Division or the Chief Deputy will report any vacancy to the Town Manager, County Finance Department and the County Manager's Office within ten (10) business days of such vacancy.

**12. RECORD KEEPING AND EQUIPMENT.**

The Sheriff shall provide all record keeping, investigations and communications regarding the operational function of the deputies. The Sheriff shall also supply all equipment provided to each such deputy.

**13. OPERATIONAL CHANGES.**

Advance notice of at least six (6) months is required if the County intends to permanently reduce the number of deputies assigned to the Town below two (2) or substantially alter other operational aspects of this Agreement as determined by the Sheriff. The County shall notice such change in writing from the Sheriff or his designee to the Town Manager. The Town may also request operational changes to this Agreement in writing with at least six (6) months' notice. The Town shall notice a requested change in writing from the Town Manager or his designee to the Sheriff and County Manager. Any such operational change, if unacceptable, shall entitle the affected party to terminate this Agreement.

**14. LIAISON.**

Discussions concerning the implementation and conduct of this Agreement shall be between the Town Manager and the Captain of the Field Services Division of the Sheriff's Office. Each party shall work cooperatively with the other to help assure the seamless provision of law enforcement services by the Sheriff to the Town.

**15. TERM.**

The initial term of this Agreement shall be four (4) years from the Effective Date of this Agreement. The Agreement shall automatically renew for additional one (1) year period(s) beginning at the expiration of the preceding term, unless either party gives the other party six (6) months prior written notice, or unless the County or the Town vote not to appropriate funds for the next fiscal year.

**16. STATUTORY AUTHORITY.**

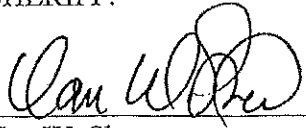
This Agreement is an interlocal agreement permitted by the provisions of N.C. Gen. Stat. §160A-460.

**17. CHOICE OF LAW.**

This Agreement shall be interpreted and enforced pursuant to North Carolina law.

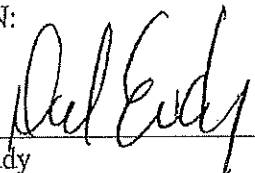
IN WITNESS, the parties have executed this Agreement as indicated below.

SHERIFF:

  
\_\_\_\_\_  
Van W. Shaw  
Cabarrus County Sheriff

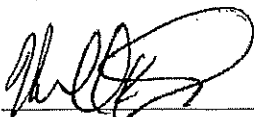
Date: June 4, 2020

TOWN:

  
\_\_\_\_\_  
Del Eudy  
Mayor of Mt. Pleasant

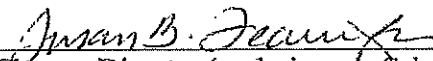
Date: May 11, 2020

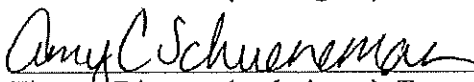
COUNTY:

  
\_\_\_\_\_  
Michael K. Downs  
Cabarrus County Manager

Date: 6/16/2020

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act:

By:  6-10-2020  
Finance Director (or designee), Cabarrus County

By:   
Finance Director (or designee), Town of Mt. Pleasant

# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Discuss Resolution of Support for East Cabarrus District Park

**Narrative:**

At the March 27<sup>th</sup> Budget Workshop the Board discussed the potential purchase of @600 acres of land in Northeast Cabarrus County by the County for a park with hiking trails, horse trails, etc. Erin Burris mentioned developing a Resolution to remind the County that Active Recreation sites with ball fields are needed in this area.

Once the Resolution is discussed at the meeting, Ms. Burris will develop "talking points" for the Board.

**Recommendation:**

Open

# Mount Pleasant

North Carolina

*Founded in 1848*

## RESOLUTION OF SUPPORT FOR EAST CABARRUS DISTRICT PARK

**WHEREAS**, the *Cabarrus County Active Living & Parks Department Comprehensive Master Plan* was adopted in 2015; and

**WHEREAS**, the Plan identifies the need for two (2) new district parks, one in the western part of the County and one in the northeastern part of the County (page 4-5); and

**WHEREAS**, the Plan states that District Parks are typically in the 100-acre range and provide a wide variety of recreational opportunities (page 4-5); and

**WHEREAS**, the Plan states that there is current need for eight (8) additional youth baseball fields (page 4-8), and another twenty-four (24) youth baseball fields will be needed in the County by 2025 (page 3-10); and

**WHEREAS**, the Plan states that these needed fields could be located in the District Parks (4-8); and

**WHEREAS**, the Plan acknowledges that the County's small Towns of Mount Pleasant and Midland are underserved with traditional parks and recreation facilities and that Cabarrus County strives to meet the parks and recreation needs of residents by providing larger District Parks (page 3-2); and

**WHEREAS**, the three (3) existing youth baseball fields currently located on County-owned property on North Drive in Mount Pleasant are small and substandard with little space for spectators and no dedicated parking; and

**WHEREAS**, when Cabarrus County sold the former Mount Pleasant Middle School site, it set aside the proceeds from that sale to use towards the location and construction of new youth ballfields; and

**WHEREAS**, the population of the Town of Mount Pleasant is approximately 1,920 but the population of Eastern Cabarrus County exceeds 10,000; and

**WHEREAS**, due to its small population and tax base, the Town of Mount Pleasant is financially unable to provide for the recreation needs of more than 10,000 people; and

**WHEREAS**, one of the Economic Development strategies of the *Town of Mount Pleasant Comprehensive Plan* is to diversify the economic base to include more tourism, a component of which is youth athletics (page 3.13); and



**WHEREAS**, a District Park location that is close to the Town of Mount Pleasant has economic benefit for the concentration of locally-owned businesses within the Town; and

**WHEREAS**, the Parks and Recreation goal of the *Town of Mount Pleasant Comprehensive Plan* is to collaborate to provide recreational amenities and athletic programming for the Town of Mount Pleasant and Eastern Cabarrus County (page 3.40); and

**WHEREAS**, one of the Parks and Recreation strategies in the *Comprehensive Plan* is to work with the Catawba Lands Conservancy and Cabarrus County to introduce more recreational amenities at the Buffalo Creek Preserve (page 3.45); and

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Mount Pleasant Board of Commissioners supports the construction of an East Cabarrus District Park, in close proximity to the existing Town Limits where utilities and businesses are nearby, that provides both active and passive recreational opportunities, including but not limited to youth ballfields, in furtherance of both the adopted *Cabarrus County Active Living & Parks Department Comprehensive Master Plan* and the *Town of Mount Pleasant Comprehensive Plan*.

**Adopted this the 12<sup>th</sup> day of April 2021.**

---

W. Del Eudy, Mayor

Attest:

Seal

---

Amy Schueneman, Town Clerk

# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Consider a Lease for the Catawba Lands Conservancy parking area.

**Narrative:**

The Lease for the Catawba Lands Conservancy (Carolina Thread Trail at the corner of Malibu and Mt. Pleasant Road South) parking lot will enable the Town to apply for a Cabarrus County Parks grant. The lease states that any improvements by the Town are contingent on receiving the grant.

During the May meeting the Board will be asked to allow the Town to file for the grant. If the grant is awarded to the Town, it will be used to make parking lot improvements.

**Recommendation:**

Motion to approve the Lease for the Catawba Lands Conservancy.

STATE OF NORTH CAROLINA

LEASE AGREEMENT

CABARRUS COUNTY

THIS LEASE AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between Catawba Lands Conservancy, a North Carolina non-profit corporation (the "Lessor") and the Town of Mount Pleasant, a North Carolina municipal corporation, located in Cabarrus County, North Carolina (the "Lessee");

WITNESSETH:

WHEREAS, Lessor is the owner in fee simple of certain parcels of land located on Malibu Road, Cabarrus County, North Carolina (the "Property"), and

WHEREAS, the Property is the location of a public accessible natural surface trail that is part of the Carolina Thread Trail, a partner organization of Lessor, and

WHEREAS, Lessee desires to expand public enjoyment and access to the trail for the community through improvements to the parking lot area (the "Premises") as more particularly described in Exhibit A attached hereto and incorporated by reference herein.

NOW, THEREFORE, for and in consideration of the covenants and agreements hereinafter set forth and to be performed by the parties to this Agreement, Lessor does hereby lease unto Lessee, its successors and assigns the Premises, upon the terms and conditions set forth as follows:

1. TERM. The initial term of this lease shall be for a period of ten (10) years commencing on the \_\_\_\_ day of \_\_\_\_\_, 2021, and terminating on the \_\_\_\_\_ day of \_\_\_\_\_, 2031.

Lessee shall have options to extend the lease for two (2) successive five (5) year periods. These renewal options shall automatically go into effect immediately upon the expiration of the preceding term unless Lessee notifies Lessor in writing of its intention not to accept either or both renewal options.

2. RENTAL RATE. The rental rate for the Premises shall be the sum of One Dollar (\$1.00) for the term of the lease payable in advance at the execution of the Lease Agreement.

3. USE OF PREMISES. It is understood and agreed that the Premises shall be used by the Lessee for public parking, vehicular travel and appropriate signage, related to the use of the trail on the Property. The Premises shall not be used for any other purpose and shall be maintained by Lessee and not operated in any manner that would be offensive or constitute a nuisance.

4. PARKING LOT EXPANSION. Contingent upon Lessee receiving grant funds to finance the expansion of the parking lot, Lessee shall be responsible for expansion of the parking lot on the

Premises, allowing for two-way traffic, including design, engineering and construction, any ongoing repairs and improvements which need to be made to the parking area and general upkeep and maintenance thereof. Lessee is responsible for obtaining any and all required permits before undertaking such construction activities, and shall not allow any mechanics liens to attach to the Property or Premises. Any construction easements necessary for expansion of the parking lot shall not be unreasonably withheld by Lessor.

5. REPAIRS, IMPROVEMENTS AND ALTERATIONS. Lessee shall be responsible for maintaining and keeping in good, clean and safe condition all areas of the Premises, including, but not limited to: the driveway and parking area; installation, maintenance, repair and replacement as needed of any signage; installation, maintenance, repair, replacement as needed and any associated utility costs of lighting; and installation of appropriate waste and refuse collection bins and regular emptying and proper disposal thereof. The parking lot and other improvements on the Premises may not be altered or changed without the written consent of Lessor, including the installation of a gate and picnic area.

6. ACCESS. Lessee shall be responsible for enforcement of the open hours of the parking lot, in coordination with the open hours of the trail, and for any trespass actions or other law enforcement contact related to the use of the Premises.

7. DEFAULT AND REMEDIES. In the event Lessee shall neglect or fail to pay any costs, expenses or other obligations of Lessee as set forth in this Lease Agreement, or shall fail or neglect to perform or observe any of the covenants contained herein, this shall constitute an event of default. Lessee shall be so notified of such default in writing by Lessor, and if such default shall not be cured within sixty (60) days after such notice, Lessor may immediately, at its election, terminate this Lease and may, in any manner as it sees fit, re-enter upon the premises and cancel this Lease so far as to any future rights of Lessee. Nothing herein contained shall be construed to limit or restrict in any manner any of the other rights or remedies permitted by or available under the law or in equity to Lessor.

8. SURRENDER OF PREMISES. Lessee covenants that it will surrender the Premises at the end of the term and any renewal option period in as good condition as the same now exists, save and except for the constructed parking area and associated improvements and the natural wear incident to the use and occupancy of the Premises as a parking area.

9. INSURANCE. Lessee shall maintain throughout the term of the Lease and provide evidence of coverage of liability insurance limits of not less than Five Million Dollars (\$5,000,000.00) upon the Premises, including commercial general liability and automobile liability, which shall cause Lessor to be named as an additional insured on the policy, or evidence of a comparable program of self-insurance.

INDEMNITY. Lessee agrees to use and occupy the Premises at its own risk. To the extent permitted by law, Lessee agrees to indemnify and hold Lessor harmless from and against all claims, actions, demands, liabilities, costs, expenses, damages, and obligations (including reasonable attorney's fees) incurred by or claimed against Lessor, directly or indirectly, which is occasioned by or results from (i) any default by Lessee under this lease, (ii) any act, omission, fault, negligence or

misconduct on the part of Lessee, its agents, contractors, employees, invitees, or licensees, or (iii) from Lessee's use and occupancy of the Premises, except that Lessee shall not have any obligation to indemnify or hold Lessor harmless from any act, omission, fault, negligence or misconduct on the part of Lessor, its agents, contractors, employees, invitees, or licensees..

10. COVENANT OF QUIET ENJOYMENT. Lessee, upon the payment of the rental described herein and upon the performance of all of the terms of this Lease, shall at all times during the Lease term, peaceably and quietly enjoy the premises without any unreasonable disturbance from the Lessor or from any person claiming through the Lessor.

11. ASSIGNMENT. Notwithstanding anything herein to the contrary, Lessee shall not assign this Lease or sublet any part of the Premises without the written consent of the Lessor.

12. CONSTRUCTION. This Lease shall be governed by and construed under the laws of the State of North Carolina.

13. MEMORANDUM OF LEASE: A memorandum of this lease prepared by Lessee and executed by all parties shall be recorded at the Office of the Register of Deeds for Cabarrus County, North Carolina.

14. BINDING EFFECT. Subject to the terms and conditions of this Lease Agreement, this Lease shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.

**[SIGNATURES ON FOLLOWING PAGES]**

**IN WITNESS WHEREOF**, Lessor and Lessee have caused this Agreement to be executed as of the day and year first above written.

**LESSOR:**

**CATAWBA LANDS CONSERVANCY, a  
North Carolina non-profit corporation**

By: \_\_\_\_\_  
**C. Barton Landess, Executive Director**

**STATE OF NORTH CAROLINA**

**COUNTY OF \_\_\_\_\_**

I, \_\_\_\_\_, a Notary Public for the County and State aforesaid, certify that C. Barton Landess personally came before me this day and acknowledged that he is Executive Director of **CATAWBA LANDS CONSERVANCY**, a North Carolina non-profit corporation, and that he, as Manager, being authorized to do so, executed the foregoing on behalf of Catawba Lands Conservancy and the said Executive Director acknowledged the said writing to be the act and deed of said non-profit corporation.

WITNESS my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My commission expires:

\_\_\_\_\_

[NOTARIAL SEAL]

**LESSEE:**

**TOWN OF MOUNT PLEASANT**, a North Carolina municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Town Manager

STATE OF NORTH CAROLINA

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public of the County and State aforesaid, certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is Town Manager of **TOWN OF MOUNT PLEASANT**, a North Carolina municipal corporation, and that he/she, as Town Manager, being authorized to do so, executed the foregoing on behalf of the Town, and the said Town Manager acknowledged the said writing to be the act and deed of said municipal corporation.

Witness my hand and official stamp or seal, this the \_\_\_\_ day of \_\_\_\_\_, 2021.

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

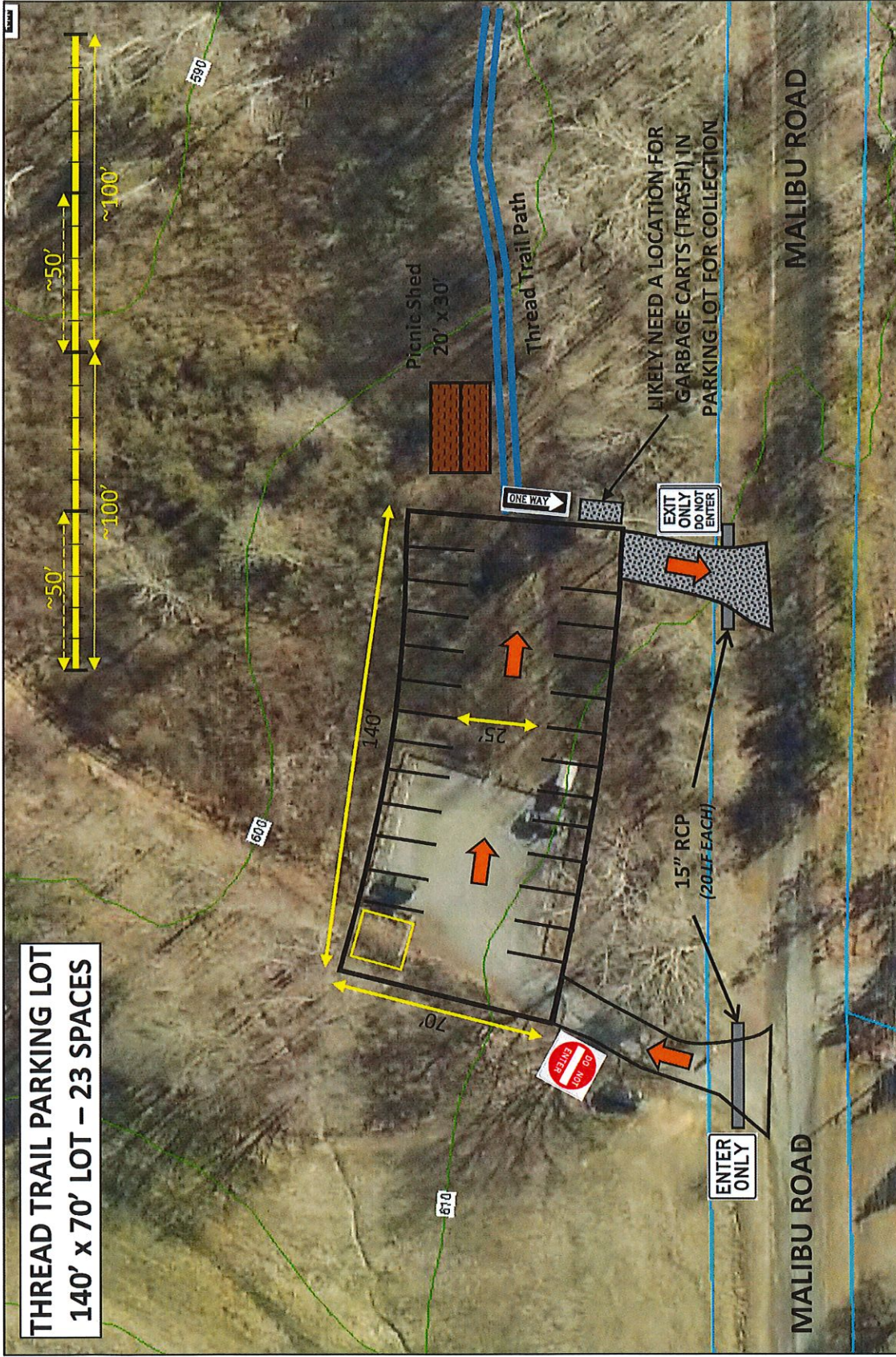
My commission expires:

\_\_\_\_\_

[NOTARY SEAL]

EXHIBIT A  
PARKING LOT  
LEGAL DESCRIPTION





Revised: 3-3-21