

# Mount Pleasant

North Carolina

*Founded in 1848*

**Town of Mt. Pleasant  
Regular Board Meeting  
Monday, November 8, 2021  
6:00 PM- Town Hall Commissioners Room**

Call to Order- Mayor Del Eudy  
Invocation- Pastor Nick Newman from Propel Church  
Pledge of Allegiance- Mayor Del Eudy

**1. Public Forum**

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

**2. Conflict of Interest**

*The Mayor and Commissioners are asked at this time to reveal if they have a Conflict of Interest with any item on the Agenda in order to be recused for that item. (No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 or 160D-109(a). **NC State Statute 160A-75**)*

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

**4. Consent Agenda (Pages 3-22 with 2 attachments)**

- A. Minutes October 11, 2021 (pages 3-8)
- B. 2022 Town Board Meeting Schedule (page 9)
- C. 2022 Holiday Schedule (page 10)
- D. Retention Schedule for General Records (pages 11-16 and see attachment)
- E. Retention Schedule for Program Records (17-22 and see attachment)

**5. Staff Reports (Pages 23-37)**

- A. Town Manager-Randy Holloway (page 23)
- B. Asst. Town Manager-Crystal Smith (page 24)
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 25-26)
- D. Planning & Economic Development Director - Erin Burris (pages 27-29)
- E. Code Enforcement- Jeff Watts (page 30)
- F. Public Works- Lane Bost (page 31)
- G. Cabarrus Co. Sheriff's Dept Report (pages 32-37)

**6. Public Hearings**

None

**7. Old Business (Pages 38-54)**

- A. Interlocal agreement with WSACC for future sewer capacity (pages 38-54)

**8. New Business (Pages 55-61)**

- A. Consider accepting the CMAQ award of \$510,072 for the Washington St. street improvement project when a final approval is issued by the Board of Transportation in December (pages 55-56)

- B. Consider accepting the Emergency Supplemental Historic Preservation Fund (ESHPPF) Grant and allowing Town Manager to sign the grant contract. (page 57)
- C. Consider contracting with The Wooten Company for general Town Engineering Services. (page 58)
- D. Consider purchasing 6 heavy-duty commercial picnic tables to replace the wooden ones at Town Hall. (pages 59-61)

**9. Closed Session 143-318.11.(a)(#5) Acquisition and disposition of property**

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

**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

North Carolina

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**Town of Mt. Pleasant  
Board of Commissioners  
Town Board Meeting Minutes  
Monday, October 11, 2021 at 6:00 P.M.**

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

**Also Present:** Erin Burris, Crystal Smith, Captain Tessa Burchett, Deputy Stephen Wagoner, Deputy Adam Sellers, Deputy Blovsky, Pastor Earl Bradshaw, Rodney Schueneman, Ally Schueneman, Darrell Layton, Lane Bost, Crystal Bost, Ron Hurlocker, Joe Graves, Amy Underwood, Eric Boulware, and Kim Baker.

## **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.

## **OPENING COMMENTS**

Mayor Eudy addressed the audience concerning the **Town Branding process**.

"I would like to take moment here at the beginning of the meeting to address a topic that has caused quite a stir these past few weeks. I am going to provide a factual summary of what took place leading up to where we currently stand regarding a Town logo so we can set the record straight. Now what I am about to tell you is 100% the facts. The truth. This is not Facebook.

1. The Town has never had an official logo. There is a Town seal that is intended to be used for official business and a letterhead that was created by a Town Clerk many years ago.
2. In 2017, one of the strategies in the adopted Comprehensive Plan was to create logo to be used on signage, in print, and online media. Examples were provided in the plan.
3. Earlier this year, Town staff presented a proposal for a new Town Hall sign, to replace an existing sign that had been damaged and because it did not list all the addresses and

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everything that went on in this building. A sign to also let the public know of additional parking here at Town Hall.

4. The Town Board decided that ahead of any further investments in signage and online media, that now would be a good time to work on the creation of a logo. A subcommittee from Board membership was formed. (Mayor Eudy asked the people on the subcommittee to raise their hand. Commissioner Simpson and Town Clerk Amy Schueneman raised their hands. Commissioner Furr (absent) was also on the committee.)
5. The subcommittee engaged a local graphic artist who was asked to produce three logos. The subcommittee asked the graphic artist to present the **best** of the three options at the August Town Board meeting. At that meeting, the option received mixed feedback and the Board chose to wait a month before deciding on how to move forward. So, at that meeting that this tree was presented nothing happened. Now between that meeting and the September meeting, I personally talked to Commissioner Sells, Commissioner Meadows, and Commissioner Furr. I personally gave them my strong opinion of dislike with this logo.
6. At the September 13 Town Board meeting, the Board decided to pause the process and go in a different direction that had more public engagement or public input. The Board wanted the process and options of other graphic artists or branding consultants at the October meeting. So, let me stop right here for a minute. September 13, when we vote or do something up here, I have to have a Commissioner that says, for this example, "I make a motion to accept the tree as the new logo." Then a second Commissioner would have to say, "I second the motion." And then we'd have something to vote on or consider. That tree, that logo, that's all over social media never even received a motion to be voted on...It was never even considered.
7. Eight days later on September 21, an individual...chose to take minutes from the August meeting out of the context of the full months-long discussion, posted those minutes on social media, and made it seem like the decision had already been made on a logo. Eight days PRIOR to this social media post, the Board made a conscious decision to NOT choose the logo and explore other options which includes public input, including what it looks like, the colors the whole nine-yards.
8. The Town Board had hoped to hear from a branding consultant at this evening's meeting to help craft a process to engage the public on the new logo. Unfortunately, we felt like before doing that we needed to set the record straight and get the truth out there...so you will know the facts.
9. Everyone in Town is encouraged to attend the meetings and you can read the minutes, if you want to, but you are not going to have an accurate picture of what went on up here if you just read the minutes. It's impossible to do that. Then, in that social media post I was personally called out which was in the minutes that the Mayor said, "it don't have to be blue and gold." Now let me explain that. If you are designing the high school football helmet, I would tell you, you only need two colors: blue and gold...However, when you are designing a new town logo it don't have to be just blue and gold. Can blue and gold be in it? Absolutely! But it's ok to use other colors. That is what was taken totally out of context...This individual that posted this has not been to any of the meetings, none of them. This is the fourth month we have been talking about the logo...this is the truth, the

100% facts... This Town has never tried to change the colors of the Town. I don't know what to tell you the new logo will look like, but I about bet you it will have blue and gold in it."

Commissioner Simpson said, "I would just echo everything you (Mayor) said and even in the logo that was presented that was not put into motion...in that color palette was blue and gold. It's unfortunate that social media is the way it is. But I thank you (Mayor) for communicating that with our people tonight."

Commissioner Sells stated, "It's not the person that we hire or that brings something to us. Personally, for myself, I take responsibility, if we vote on something here, even if I disagree with it, I am going to support what they vote on. It's ludicrous to go out and start getting on somebody who is just trying to do something that helps somebody out. We've got employees here, we tell them to go do something, that's their job. They're just doing their job. Get on us (Board) don't get on them... I did a response on Facebook too, but it was mainly because of the Pastor. Because of what I was seeing. It was not his fault."

Commissioner Ashby said, "I am just happy somebody was looking at our minutes... If you do look at our minutes, rather than posting on Facebook and trying to, I won't say trying to cause and uproar because I am not sure that was his intent but contact somebody that was at the meeting and actually involved first. Get some information, some background, some story and then if you want to bash me on Facebook. That's fine, too."

Commissioner Meadows agreed with everything said by the others.

### **1. Public Forum**

No one spoke

### **2. Conflict of Interest**

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

No one had a conflict.

Mayor Eudy informed the audience that Commissioner Furr would not be at the meeting.

A motion to excuse Commissioner Furr from the meeting was made by Commissioner Simpson with a second by Commissioner Sells. All Board Members were in favor. (4-0, Commissioner Furr absent)

### **3. Approve Agenda**

#### **ADD Ons:**

**New Business C:** Consider approving the Agreement for Engineering Services with McGill Associates, P.A. for their services on the Municipal Complex and Park Improvements and the associated Budget Amendment.

**New Business D:** Speed limit signs on Walnut and Cook St.

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

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

- A. Minutes September 13, 2021
- B. Proclamation for Breast Cancer Awareness Month

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

#### **5. Reports**

- A. Town Manager-Randy Holloway  
Mr. Holloway introduced the Board to Darrell Layton, Public Works Manager and Lane Bost, Public Works Supervisor. Mr. Layton is part-timer that started in September. Some of the Board members have already commented that they have noticed an improvement in the Town. Mr. Bost was promoted today to Public Works Supervisor.
- B. Asst. Town Manager-Crystal Smith
- C. Town Clerk/Finance Officer - Amy Schueneman
- D. Planning & Economic Development Director - Erin Burris
- E. Code Enforcement- Jeff Watts
- F. Cabarrus Co. Sheriff's Dept Report - Deputy Claudette Tarte

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

None

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

None

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

##### **A. ABC Board to address Town Board concerning FY2020/2021 proceeds**

Eric Boulware, Vice Chair for the ABC Board, addressed the Town Board and requested the Town to reinvest the \$25,125 profits awarded from FY20/21 back into the upfit for the new ABC store. ABC Board is still in process of preliminary plans. It will be a 12-18-month process.

Randy Holloway stated it would be an investment in the new store.

Attorney John Scarborough confirmed there were no statutes to prevent the Town Board from doing this.

A motion to leave the \$25,125 with the ABC Board in order to make improvements to the new store was made by Commissioner Ashby with a second by Commissioner Simpson. All Board Members were in favor. (4-0, Commissioner Furr absent)

##### **B. Consider approving a contract with Milligan Architecture, Inc. for the Architectural /Engineering Services for renovation / additions to the Mount Pleasant Fire Department.**

Town Manager Randy Holloway stated that the Town has been working on this for a long time. The entire building is outdated with concrete issues in the bays. The

renovation estimate of \$2,000,000. The Fire dept. budget already has \$110,000 built into the budget to cover loan payments for the renovation. The A&E fees are only 5.8% of the project which is very good considering most are 10%. It would probably go to bid in February and start construction April or May. There will be a small addition to the front and back of the building. The apparatus bay would stay the same size with a facelift and new concrete floor since the current one is in bad shape. The trucks will only be out in the weather for a month or so.

2 motions were made:

1. A motion to approve the contract with Milligan Architecture, Inc. for the Architectural /Engineering Services for renovation / additions to the Mount Pleasant Fire Department in the amount of \$116,000 was made by Commissioner Sells with a second by Commissioner Meadows. All Board Members were in favor. (4-0, Commissioner Furr absent)

2. A motion to approve Budget Amendment #11 for Fire Department renovations Architectural /Engineering Services was made by Commissioner Sells with a second by Commissioner Simpson. All Board Members were in favor. (4-0, Commissioner Furr absent)

**C. Consider approving the Agreement for Engineering Services with McGill Associates, P.A. for their services on the Municipal Complex and Park Improvements and the associated Budget Amendment.**

Town Staff had multiple conference calls/emails with Doug Chapman of McGill Associates, P.A. to work out an acceptable rate for designing/overseeing several projects around Town Hall. This includes replacing the existing restroom/concession building, a storage building, cement walkways connecting areas, and paving gravel areas near the ballfield. Project will cost about \$900,000. It will be a 6 month project. Town Staff worked back and forth with McGill Associates, P.A. to reduce the engineering fees from \$130,000 to \$85,000.

Their Architectural & Engineering fees will be \$85,000, approximately 9% of budget. In the Town budget for FY21/22, \$50,000 was allocated for the loan payment for the Municipal Complex and Park Improvements. Town Staff would like to use the \$50,000 budgeted and add a Budget Amendment for \$40,000 from Fund Balance to cover the Architectural & Engineering services. The \$50,000 budgeted for the loan will not be used until the next Fiscal Year since the project would not be completed by June 30, 2022.

The Town will reach out to local banks to acquire a \$900,000 loan again since 60 day proposals have expired.

2 Motions:

1. A motion to allow the Town Manager to sign the Agreement for Architectural & Engineering Services with McGill Associates, P.A. for their services on the Municipal Complex and Park Improvements was made by Commissioner Meadows with a second by Commissioner Ashby. All Board Members were in favor. (4-0, Commissioner Furr absent)

2. Motion to approve Budget Amendment #12 Architectural & Engineering services for Municipal Complex Improvements was made by Commissioner Ashby with a second by Commissioner Simpson. All Board Members were in favor. (4-0, Commissioner Furr absent)

**D. ADD on: Speed limit signs on Walnut & Cook Streets**

Mayor Eudy stated speed limit signs are not enforceable until an Ordinance is approved. Tickets can be issued but a good lawyer can get them dropped without the Town going through the proper steps with the Ordinance. Signage must be per Federal Highway Administration must be official per the Manual Uniform Traffic Control Devices (MUTCD).

Signs can be placed in one area stating, "35mph in Town unless otherwise posted" to reduce sign clutter around Town. If 25mph, then a sign would need to go up on that street. Staff needs to look all the roads and do one Ordinance to make all the changes at one time. This would include stop/yield and one-way signs, as well as pedestrian cross walks, if Board feels they are needed. Town Staff will look at all the streets and bring back to the Board at a later date.

Board did not make a motion.

**9. Adjournment**

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

All Board Members were in favor. (4-0, Commissioner Furr absent)

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

\_\_\_\_\_  
**Town Clerk Amy Schueneman**

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

SEAL



# Mount Pleasant

North Carolina

*Founded in 1848*

## TOWN OF MOUNT PLEASANT Town Board Regular Business Meetings 2022 Schedule

All meetings start at 6:00 pm at Town Hall or on ZOOM  
Other called special meeting may be held throughout the year

**Monday, January 10**

**Monday, February 14**

**Saturday, March 5 8am-Noon** (Annual Budget Workshop)

**Monday, March 14**

**Monday, April 11**

**Monday, May 9**

**Monday, June 13**

**Monday July 11**

**Monday, August 8**

**Monday, September 12**

Adopted November 8, 2021

**Monday, October 10**

Attest:

**Monday, November 14**

**Monday, December 12**

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

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

# Mount Pleasant

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## 2022 Holiday Schedule

The Town of Mount Pleasant follows the State of North Carolina's holiday schedule. Dates for 2022 are listed below.

New Year's Day	Friday	December 31, 2022
Martin Luther King, Jr. Birthday	Monday	January 17, 2022
Good Friday	Friday	April 15, 2022
Memorial Day	Monday	May 30, 2022
Independence Day	Monday	July 4, 2022
Labor Day	Monday	September 5, 2022
Veterans Day	Friday	November 11, 2022
Thanksgiving	Thursday & Friday	November 24 & 25, 2022
Christmas	Friday, Monday & Tuesday	December 23, 26 & 27, 2022

The Town of Mount Pleasant Board of Commissioners approves the 2022 Holiday Schedule on November 8, 2021.

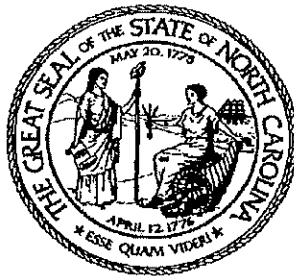
\_\_\_\_\_  
Amy Schueneman, Town Clerk

\_\_\_\_\_  
Del Eudy, Mayor

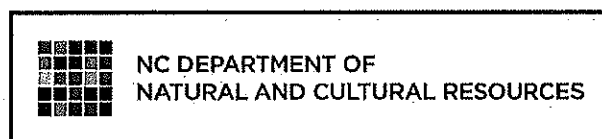
SEAL

# RECORDS RETENTION AND DISPOSITION SCHEDULE

## GENERAL RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



North Carolina Department of Natural and Cultural Resources  
Division of Archives and Records  
Government Records Section

October 1, 2021

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## **2021 General Records Schedule: Local Government Agencies**

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 General Records Schedule: Local Government Agencies**:

1. Administration and Management Records
2. Budget, Fiscal, and Payroll Records
3. Geographic Information System Records
4. Human Resources Records
5. Information Technology Records
6. Legal Records
7. Public Relations Records
8. Risk Management Records
9. Workforce Development Records

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

### **Destructions**

G.S. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

***Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.***

### **Audits and Litigation Actions**

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

### **Electronic Records**

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, G.S. § 132-6.1(a) specifies:

"Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software."

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

### **Reference Copies**

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends*." All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends*." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends*."

### **Record Copy**

A record copy is defined as "The single copy of a document, often the original, that is designated as the official copy for reference and preservation."<sup>1</sup> The record copy is the one whose retention and disposition is mandated by this schedule; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to

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<sup>1</sup> Society of American Archivists, *Dictionary of Archives Terminology*.

designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

### Transitory Records

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”<sup>2</sup>

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary’s seal), they must be retained according to the disposition instructions for the records series encompassing the forms’ function.

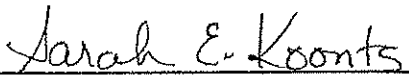
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<sup>2</sup> Ibid.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule supersedes previous versions of this schedule and any localized amendments; it is to remain in effect from the date of approval until it is reviewed and updated.


**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Municipal/County Clerk or Manager  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
Sarah E. Koonts, Director  
Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Head of Governing Body  
Title: \_\_\_\_\_

  
\_\_\_\_\_  
D. Reid Wilson, Secretary  
Department of Natural and Cultural  
Resources

Municipality/County: \_\_\_\_\_

Effective: October 1, 2021



# RECORDS RETENTION AND DISPOSITION SCHEDULE

## PROGRAM RECORDS SCHEDULE: LOCAL GOVERNMENT AGENCIES



Issued By:



NC DEPARTMENT OF  
NATURAL AND CULTURAL RESOURCES

North Carolina Department of Natural and Cultural Resources  
Division of Archives and Records  
Government Records Section

October 1, 2021

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## Program Records Schedule: Local Government Agencies

The records retention and disposition schedules and retention periods governing the records series listed herein are hereby approved. This approval extends to and includes the following standards in the **2021 Program Records Schedule: Local Government Agencies**:

10. Airport Authority Records
11. Animal Services Records
12. Code Enforcement and Inspection Records
13. Emergency Medical Services and Fire Department Records
14. Parks and Recreation Records
15. Planning and Regulation of Development Records
16. Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records
17. Public Transportation Systems Records
18. Public Utilities and Environmental/Waste Management Records
19. Street Maintenance, Public Works, and Engineering Records
20. Law Enforcement Records (excluding Sheriff's Offices)
21. Tax Records (for municipalities)

In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement.

### Destructions

N.C. Gen. Stat. § 121-5 authorizes the Department of Natural and Cultural Resources to regulate the destruction of public records. Furthermore, the local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. The North Carolina Administrative Code states:

“(a) Paper records which have met their required retention requirements and are not subject to legal or other audit holds should be destroyed in one of the following ways:

1. burned, unless prohibited by local ordinance;
2. shredded, or torn up so as to destroy the record content of the documents or material concerned;
3. placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned; or
4. sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

(b) When used in an approved records retention and disposition schedule, the provision that electronic records are to be destroyed means that the data and metadata are to be overwritten, deleted, and unlinked so the data and metadata may not be practicably reconstructed.

(c) When used in an approved records retention and disposition schedule, the provision that confidential records of any format are to be destroyed means the data, metadata, and physical media are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.”

All local government agencies should maintain logs of their destructions either in the minutes of their governing board or in their Records Management file. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed.

**Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

### **Audits and Litigation Actions**

Records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule.

### **Electronic Records**

All local government agencies and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. Agencies agree to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

Local government agencies should consider retention requirements and disposition authorities when designing and implementing electronic records management systems. Any type of electronically-created or electronically-stored information falls under the North Carolina General Assembly's definition of public records cited above. For example, e-mail, text messages, blog posts, voicemails, websites, word processing documents, spreadsheets, databases, and PDFs all fall within this definition of public records. In addition, N.C. Gen. Stat. § 132-6.1(a) specifies:

"Databases purchased, leased, created, or otherwise acquired by every public agency containing public records shall be designed and maintained in a manner that does not impair or impede the public agency's ability to permit the public inspection and examination of public records and provides a means of obtaining copies of such records. Nothing in this subsection shall be construed to require the retention by the public agency of obsolete hardware or software."

Local government agencies may scan any paper record and retain it electronically for ease of retrieval. If an agency wishes to destroy the original paper records before their assigned retention periods have been met, the agency must establish an electronic records policy, including putting into place procedures for quality assurance and documentation of authorization for records destructions approved by the Government Records Section. This electronic records policy and releases for destruction of records must be approved by the Government Records Section. Agencies should be aware that for the purpose of any audit, litigation, or public records request, they are considered the records custodian obligated to produce requested records, even if said records are being maintained electronically by an outside vendor. Therefore, contracts regarding electronically stored information should be carefully negotiated to specify how records can be exported in case a vendor goes out of business or the agency decides to award the contract to a different vendor.

### **Reference Copies**

All local government agencies and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "*reference value ends.*" All local government agencies hereby agree that they will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "*destroy when reference value ends.*" If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "*destroy when reference value ends.*"

### **Record Copy**

A record copy is defined as "The single copy of a document, often the original, that is designated as the official copy for reference and preservation."<sup>1</sup> The record copy is the one whose retention and disposition is mandated by these schedules; all additional copies are considered reference or access copies and can be destroyed when their usefulness expires. In some cases, postings to social media may be unofficial copies of information that is captured elsewhere as a record copy (e.g., a press release about an upcoming agency event that is copied to various social

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<sup>1</sup> Society of American Archivists, *Dictionary of Archives Terminology*.

media platforms). Appropriately retaining record copies and disposing of reference copies requires agencies to designate clearly what position or office is required to maintain an official record for the duration of its designated retention period.

### **Transitory Records**

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”<sup>2</sup>

North Carolina has a broad definition of public records. However, the Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called transitory records. They may be disposed of according to the guidance below. However, all public employees should be familiar with their appropriate retention schedule and any other applicable guidelines for their office. If there is a required retention period for these records, that requirement must be followed. When in doubt about whether a record is transitory or whether it has special significance or importance, retain the record in question and seek guidance from a DNCR records analyst.

Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed. Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails and calendar invites) have minimal value once the official action these records are supporting has been completed and documented. These records may be destroyed or otherwise disposed of once the action has been resolved.

Drafts and working papers, including notes and calculations, are materials gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of Chapter 132 of the General Statutes, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents that may be destroyed after final approval include:

- Drafts and working papers for internal and external policies
- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports;
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

Forms used solely to create, update, or modify records in an electronic medium may be destroyed in office after completion of data entry and after all verification and quality control procedures, so long as these records are not required for audit or legal purposes. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g., a signature or notary's seal), they must be retained according to the disposition instructions for the records series encompassing the forms' function.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. These schedules supersede previous versions of these schedules and any localized amendments; they are to remain in effect from the date of approval until they are reviewed and updated.

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<sup>2</sup> Ibid.

**APPROVAL RECOMMENDED**

\_\_\_\_\_  
Municipal/County Clerk or Manager

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



\_\_\_\_\_  
Sarah E. Koonts, Director

Division of Archives and Records

**APPROVED**

\_\_\_\_\_  
Head of Governing Body

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



\_\_\_\_\_  
D. Reid Wilson, Secretary

Department of Natural and Cultural  
Resources

County/Municipality: \_\_\_\_\_

Effective: October 1, 2021

## MEMORANDUM

To: Mayor and Town Board  
From: Randy Holloway, Town Manager  
Date: November 8, 2021  
RE: Manager's report for October 2021

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

- I reached back out to the property owners on Highway 49 about the potential sewer line easement. I made an offer that was developed by the Town Engineer and conditional on the Town Board's approval. I have not heard back from the property owners and I plan to have this item for closed session at the November 8, Board meeting.
- Continued working with an investment group that is trying to purchase the Buddy's restaurant building and barbershop building.
- Worked with Staff to review and update the Management's Discussion and Analysis for the audit for Fiscal year ending June 30, 2021.
- Continued working with the Fire Department and Architect on several possible layouts for the Fire Department renovation project.
- Met with Staff and McGill to discuss the various projects on the Town Hall property and timeline for the project. Hope to have a full report for the December Board meeting.
- Worked with Town Staff to prepare and submit an RFQ for engineering services for the Town. We plan to make a recommendation at the November Board meeting.
- Continued to work with Town Staff and coordinate various issues related to the repairs to the foundation under the Admin area of Town Hall. Staff has now back in this area and everything appears to be going well.
- Continued meeting with Public Works employees to address concerns related to the change in management / leadership with the Public Works Department. The meetings went well and the moral has improved significantly.
- Continued to participate every other Monday in Covid-19 Task Force meetings with local managers and Elected Officials.
- Participated in the monthly Cabarrus Economic Development meeting.
- Continued to work with the Town Planner on several potential developments.
- Continued participating in the monthly Cabarrus County Fire Service Commission meeting. This Commission is considering some potential significant changes in the manner in which the rural fire districts are funding. I will give the Board a more in-depth report on this as additional information becomes available.

# Mount Pleasant

North Carolina

*Founded in 1848*

## **ASSISTANT TOWN MANAGER'S REPORT**

*November 2021*

To: Mayor & Commissioners

From: Crystal Smith, Assistant Town Administrator

Subject: Monthly Activities for October 2021

- Monthly BCBS Webinar
- Completed BCBS Open Enrollment for 2022
- Ribbon cutting for Nona Louise Boutique
- Leadership Team Meeting (1<sup>st</sup> one in 18 months!)
- Attended Cabarrus County Quarterly Summit
- Worked with auditor on FY 2020-2021 audit
- Attended virtual Fellow's Program Fall seminar
- Met with Doug Chapman on Town Hall campus projects
- Worked on Christmas Events

Respectfully submitted, -



Crystal Whitley Smith  
Assistant Town Manager



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

**Cash Balances**

	General Fund	Powell Bill Bank Account	GF-Capital Reserve	Water/Sewer Fund	Capital Project Fire Station Add
First Bank-Checking	188,980.14	62,290.73		235,806.11	242,515.44
First Bank-Payroll Checking	49,520.46				
First Bank-General Fund Money Market	803,930.90				
First Bank- Retiree Insurance Money Market	14,406.51				
First Bank-W/S Money Market				719,062.73	
First Bank- USDA Capital Project Checking				190,527.81	
First Bank- Summer St Pump Station Capital Proj				39,782.40	
First Bank- ARP Special Reserve Fund	354,118.46				
First Bank-Façade Grant	12,883.54				
First Bank-Savings (Sidwalk Escrow)	6,302.29		56,615.29		
First Bank- Capital Reserve- Police Vehicles			246,116.72		
First Bank- Capital Reserve- FD Vehicles				74,685.44	
First Bank- Manhole Repairs	33,684.13				
Uwharrie Bank Savings (Park Dev)				30,950.72	
Uwharrie Bank-Dredging (Savings)					
NC Capital Mgmt Trust- 42% Reserve	865,148.01				
NC Capital Mgmt Trust-Debt Setoff Acct				1,312.27	
<b>Total Cash Balances</b>	<b>2,328,974.44</b>	<b>62,290.73</b>	<b>302,732.01</b>	<b>1,292,127.48</b>	<b>242,515.44</b>

**TOTAL**  
**4,228,640.10**

	General Fund		Water Sewer Fund	
	APPROVED 2021-2022	MONTH TO DATE (Encumbered)	YEAR TO DATE	PERCENT
Revenues	2,826,268.00	177,346.08	846,127.02	30%
Expenditures	2,826,268.00	177,346.08	947,613.64	40%
Revenues	1,161,980.00	65,004.82	419,057.76	36%
Expenditures	1,161,980.00	65,004.82	306,562.34	32%

**TOWN OF MOUNT PLEASANT  
COMPARISON BUDGET VS ACTUAL - October 2021**

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>DIFFERENCE</u>
<b>GENERAL GOVERNMENT</b>			
Town Hall	265,485.00	233,247.66	32,237.34
Governing Body	40,399.00	8,248.21	32,150.79
Admin	640,632.00	43,244.24	597,387.76
Planning & Zoning	177,940.00	32,199.21	145,740.79
	1,124,456.00	316,939.32	807,516.68
<b>PUBLIC SAFETY</b>			
Law Enforcement	161,693.00	38,798.25	122,894.75
Fire Department	855,253.00	183,007.09	672,245.91
	1,016,946.00	221,805.34	795,140.66
<b>PUBLIC WORKS</b>			
Operations Center	43,450.00	14,561.15	28,888.85
Streets	239,820.00	60,760.37	179,059.63
Sanitation	138,500.00	30,373.16	108,126.84
Buildings & Grounds	73,582.00	20,928.95	52,653.05
	495,352.00	126,623.63	368,728.37
<b>CULTURE/REC</b>	64,400.00	9,810.70	54,589.30
<b>DEBT SERVICE</b>			
Debt Service Principal	87,466.00	46,404.55	41,061.45
Debt Service Interest	21,485.00	10,367.66	11,117.34
	108,951.00	56,772.21	52,178.79
<b>TOTAL</b>	<b>2,810,105.00</b>	<b>731,951.20</b>	<b>2,078,153.80</b>
<b>WATER/SEWER</b>			
Admin	249,965.00	56,528.09	193,436.91
Operations Center	28,900.00	10,060.78	18,839.22
Water	155,929.00	46,883.55	109,045.45
Sewer	347,000.00	90,522.51	256,477.49
Water Treatment Plant	561,988.00	97,298.36	464,689.64
	1,343,782.00	301,293.29	1,042,488.71
<b>DEBT SERVICE</b>			
Debt Service Principal	157,392.00	-	157,392.00
Debt Service Interest	14,879.00	5,269.05	9,609.95
	172,271.00	5,269.05	167,001.95
<b>TOTAL</b>	<b>1,688,324.00</b>	<b>311,831.39</b>	<b>1,376,492.61</b>
<b>COMBINED</b>	<b>4,498,429.00</b>	<b>1,043,782.59</b>	<b>3,454,646.41</b>

# Mount Pleasant

North Carolina

*Founded in 1848*

## Planning and Economic Development November 8, 2021

### Planning & Zoning Cases

#### **SUP 2021-01 Outdoor Recreational Facility/Outdoor Sports Club**

**Description:** Special Use Permit request for the operation of a fishing pond, classified as an outdoor recreational use/outdoor sports club

**Area:** approx. 10 acres

**Location:** Corner of Highway 49 & Foil Road (9518 Foil Road)

**Cabarrus County Parcel Number:** 5671-80-1606

**Zoning:** RL Residential Low Density

**Current Status:** Quasi-judicial hearing scheduled for November 22 Board of Adjustment meeting

#### **SUB 2021-01 (Minor Subdivision) South Skyland Drive**

**Description:** 4 single-family residential lots (4<sup>th</sup> lot could be duplex)

**Area:** approx. 1.42 acres

**Location:** Southwest corner of NC Highway 73 and South Skyland Drive

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

**Zoning:** RH Residential High Density

**Current Status:** Final Plat approved. Awaiting driveway permits and encroachment approval by NCDOT. No direct access to Highway 73 is permitted. Lots 1-3 under construction. Lot 4 cannot be built until Summer Street Pump Station is complete. NCDEQ is providing a notice of violation to the property owner for grading more than 1 acre without a soil and erosion control permit.

#### **TA 2021-03 Infrastructure Text Amendments**

**Description:** Update infrastructure standards in the Development Ordinance to incorporate best practices and move specifications and details into a separate Standards and Specifications Manual.

**Current Status:** Planning Director and Town Engineer are currently working on draft amendments and are bringing those amendments to the Planning & Zoning Board as they are completed.

#### **TA 2021-04 Home Occupation Text Amendments**

**Description:** In August, staff brought to the attention of the Planning & Zoning Board discrepancies regarding artists and craftsmen and lessons as home occupations based on questions asked by the potential buyer of a home within the town. The Planning & Zoning Board directed staff to research the home occupation ordinances of other jurisdictions. At the September meeting, staff presented draft amendments to the board for discussion. Another citizen attended the meeting expressing his desire to run a grading business from his home in Oldenburg, which currently has an open zoning enforcement case. The Planning & Zoning Board directed staff to prepare draft text amendments to address the gentlemen's request while safeguarding adjacent properties. Staff noted to the Board that text amendments are not property specific, but apply to all properties within the jurisdiction. At its October meeting, the Planning & Zoning Board requested staff provide information about weight limits on local roads and the impact of heavy equipment.

**Current Status:** Planning & Zoning Board will continue to review and discuss draft amendments at the November meeting.

## **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

### **Permits**

October 2021 report attached

### **Code of Ordinances**

Staff has been researching noise ordinances, low speed vehicle ordinances, and local street speed limits as requested by the Town Board. Proposed amendments will be presented as they are completed.

### **Utilities**

- Town Staff continues to work with the Sewer Capacity Allocation Committee regarding sewer capacity issues at WSACC's Rocky River Waste Water Treatment Plant (RRWWTP). WSACC has requested approval of an interlocal agreement for sewer treatment capacity allocation prior to the RRWWTP plant expansion.
- LKC is currently working on engineering documents for water and sewer improvements to be completed with USDA loan funds.

### **Comprehensive Plan Implementation**

- Cabarrus County has budgeted \$10 million for a new Mount Pleasant Library and Senior Center and Selected CPL Architecture Engineering and Planning as the design firm for the project. Cabarrus County has also budgeted \$4 million for Mount Pleasant Park Amenities to include 3 baseball fields, 2 multi-purpose fields, picnic shelters, restroom/concession building, and trails. The County selected Alfred Benesch & Company as the design firm for the project. Both projects are to be located on a 30-acre site within the Town of Mount Pleasant to be announced upon closure on the property.
- Town Staff conducted an initial meeting with McGill and Associates to begin planning for Phase 1 of Municipal Complex Improvements, which focus on amenities at McAllister Field.
- Town Staff applied for Carolina Thread Trail Implementation Grant for trailhead expansion at the Buffalo Creek Preserve and is waiting to see if the grant has been awarded.
- The contract for the \$94,250 federal grant for the National Register Historic District Survey Update, Study Form Update, and Downtown Stormwater Study has been received and is awaiting execution. Procurement will begin shortly after contract execution.
- At the direction of the Town Board, Town Staff has requested the Duke Energy provide an agreement for engagement in the study of utility burial and relocation in downtown.

### **Transportation**

- CMAQ funding for sidewalks, curb & gutter, and widening to accommodate bike sharrows on N. Washington Street has been approved NCDOT staff and the MPO. Awaiting final approval by the NC Board of Transportation.
- Staff has requested an update from NCDOT on the status of signalization at the intersection of Highway 73 and Main Street and the intention of protected left turns from Main Street onto Highway 73 and Opticon preemption devices for emergency vehicles.

## October 2021 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2021-46	10/7/2021	5670-23-1346	1456	N. Main St.	CoC/Sign	Nona Louise Boutique	Melissa Gibson	CoC✓
Z-2021-47	10/12/2021	5661-90-0821	7885	Fisher Rd.	New	Single-family home	Jeremy Almond	
Z-2021-48	10/14/2021	5670-22-0332	1550	S. Main St.	Demo.	Single-family home demo.	Christopher Swofford	
Z-2021-49	10/19/2021	5670-69-4832	201	Martha Ct.	Manuf. Home	Manuf. home set-up	Clayton Homes	Dogwood MHP
Z-2021-50	10/19/2021	5670-42-9241	9020	E. Franklin St.	CoC/Sign	DMP Auto Service	Obed Madrid	Temp. CoC-pavement repair
Z-2021-51	10/27/2021	5670-23-8628	8594	Park Drive	CoC/Sign	Restored Hope Therapy	Jeannie Burgess	CoC✓
Z-2021-52	10/29/2021	5660-42-7948	1616	JR Linker Dr.	Accessory	Garage/Shop	Ryan Pope	Building Permit Follow-up
Z-2021-53	10/29/2021	5660-85-1531	7594	NC Hwy. 73 E	CoC/Sign	Tiger Gym	Norris Brent Plot	CoC

8 Zoning Permits

## MEMORANDUM

To: Mayor and Town Board

From: Jeff Watts, Code Enforcement

Date: November 3, 2021

RE: Please find listed below an update / overview for the month of October.

### **New:**

- 8342 W. Franklin – Notice of UDO violations. Non-conforming use.
- 116 N Main – Notice of Violations sent for accessory structure without permit / Living in accessory structure.
- 100 Brackenberry Cr – Notice of Violation sent for junk cars.
- 1420 B St – Hearing held with owner regarding property maintenance violations. Owner is going to remodel house. Will monitor.
- 150 Mt. Pleasant Rd N. – Fines started for living in an RV more than 14 days.

### **Update:**

- 7049, 7055 NC Hwy 73 - 7913, 7921, 7931 W Franklin St. – 867, & 871 N Skyland Dr – Notice of UDO violations sent. – Junk Cars. Most of the vehicles have been removed by owner. Will continue to monitor.
- 1550 S Main – Spoke with the attorney handling this property. Occupant has moved out. New owner should be taking possession within a few days.
- 7570 Hwy 73 – Request for Hearing sent for abandoned house. Met with owner, he is working to correct the issues. Property has been listed for sale.
- 402 N Main St. – Civil Citation ongoing for Property Maintenance Violations.
- 8424 NC Hwy 49 – Notice of Code Violation sent for property maintenance. Property is in the process of being sold.
- 1616 Jr Linker Rd – Notice of Violation sent regarding UDO violations. Permit application submitted.

### **No Change:**

- 365 Mt. Pleasant Rd N – Spoke with Cabarrus Co. Tax office. The property has been turned over to the attorney's office for auction. They are going through the process. No timeline on how long it may take.
- 1765 Garmon McGuire - Notice sent regarding Zoning violations. Visited the site, cleanup is ongoing. Will continue to monitor progress.
- 9115 E Franklin St – Notice of Minimum Housing violation sent – working with Public Works to monitor the issue.
- 8840 Oldenburg Dr – Notice of UDO violation sent. Non-conforming use. Meeting held with property owner. Corrections in progress.
- 1470 S Main St – Cabarrus Building Inspectors were contacted and have looked at the building. Building permit to repair the building has been issued by the county.

## MEMORANDUM

To: Mayor and Town Board

From: Lane Bost, Public Works

Date: November 8, 2021

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

### **New:**

- Completed 2 new water taps on Hwy 73
- Completed monthly meter reads and cut-offs
- Fixed 2 water leaks
- Jetted out 2 sewer cleanouts for customers after hours
- Responded to 1 pump station alarm call
- Picked up 16 dump truck loads of brush
- Completed 32 work orders for various issues
- Moved town hall offices back
- Fixed 2 driveway piping issues on Lee St
- Picked up 2 trailer loads of leaves starting leaf pickup season off this month
- Bushhog and mowed at Water Reservoir
- Public Works staff started in their new positions
- Located water and sewer lines for LKC engineering for water line project

### **Ongoing:**

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

# Cabarrus County Sheriff's Office

## Law Calls for Service

253 / Mt Pleasant

08/01/2021 - 10/31/2021

OFFICER-INITIATED	Aug-21	Sep-21	Oct-21
<b>Total</b>	569	905	920
50 B OR C	0	0	2
ALL ANIMAL CONTROL CALLS	1	0	0
ANIMAL CONTROL FOLLOW UP	0	1	1
ASSAULT	0	0	1
ATTEMPT TO LOCATE	0	1	0
CIVIL PROCESS	4	2	9
COMMUNICATING THREATS	0	0	1
CRIMINAL SUMMONS	0	0	1
DISPUTE (ANYONE)	1	0	1
EVICITION	2	1	0
FOLLOW UP	1	2	5
FRAUD / FORGERY	1	0	1
IMPROPERLY PARKED VEH	2	2	1
INFORMATION	1	0	1
INVESTIGATION	1	6	2
SEARCH WARRANT	0	0	1
SECURITY CHECK	491	770	813
SERVICE CALL LAW	1	1	0
SPECIAL EVENT	2	7	0
SRO INVESTIGATION	0	0	1
STRANDED MOTORIST	0	0	3
SUSPICIOUS SUBJECT	0	0	1
SUSPICIOUS VEHICLE	4	9	1
TRAFFIC ACC PROPERTY DAMAGE	0	0	1
<b>TRAFFIC STOP</b>	<b>55</b>	<b>100</b>	<b>73</b>
WARRANT	2	3	0



DISPATCHED	Aug-21	Sep-21	Oct-21
<b>Total</b>	39	31	65
ALL ANIMAL CONTROL CALLS	3	1	3
ASSIST EMS	1	3	1
ATTEMPT TO LOCATE	1	0	4
BARKING DOG	0	0	1
BREAKING AND ENTERING OF RESD	1	1	0
BREAKING ENTER OF VEHICLE	0	0	3
BURGLAR ALARM	4	3	10
CAC BITE	1	0	1
CARELESS RECKLESS DRIVING	0	3	1
COMMITMENT PAPERS	0	0	1
DIRECT TRAFFIC	0	1	0
DISCHARGE FIREARMS	0	0	1
DISPUTE (ANYONE)	6	2	7
DOMESTIC DISTURBANCE	0	0	2
ESCORT	2	1	2
FOLLOW UP	1	0	0
FRAUD / FORGERY	0	1	0
IDENTITY THEFT	0	0	1
IMPROPERLY PARKED VEH	1	1	1
INFORMATION	0	1	0
LARCENY	2	1	2
LIVESTOCK	0	0	1
LOUD (ANYTHING DESC IN NARR)	0	0	1
MISSING PERSON OR RUNAWAY	1	0	1
OVERDOSE / POISONING	2	0	0
PROPERTY DAMAGE	0	0	1
PROWLER	0	0	1
RECOVERED PROPERTY	1	0	0
REPOSESSION	0	0	1
ROAD HAZARD	0	0	1

	Aug-21	Sep-21	Oct-21
SERVICE CALL LAW	1	1	1
SEX CRIME	0	1	0
SRO	0	0	1
SUICIDE / PSYCHIATRIC / ABNOR	0	0	1
SUSPICIOUS SUBJECT	3	1	3
SUSPICIOUS VEHICLE	0	1	2
THREATENING SUICIDE	1	0	1
TRAFFIC ACC PROPERTY DAMAGE	4	6	5
TRAFFIC ACCIDENT PI	1	0	0
TRAFFIC STOP	0	0	1
TRESPASSING	1	0	1
VEHICLE FIRE	0	1	0
WELFARE CHECK (PERSON)	1	1	1

Total Disp. CFS: 65                      Details for Dispatched Calls for Service                      10/01/2021 - 10/31/2021

Event #	Date / Time	Street	Case #	Call Source
<b>ALL ANIMAL CONTROL CALLS                      3</b>				
21-137688	10/06 18:58	MARKSBURG CT		PHONE
21-139745	10/10 12:49	N SKYLAND DR	21-1010-0008	PHONE
21-140911	10/12 14:35	W FRANKLIN ST		PHONE
<b>ASSIST EMS                      1</b>				
21-151611	10/28 16:25	WALKER RD		PHONE
<b>ATTEMPT TO LOCATE                      4</b>				
21-137385	10/06 06:56	NC HWY 49 N		PHONE
21-137549	10/06 12:41	W FRANKLIN ST		PHONE
21-140574	10/11 21:57	WOOD ST		XFER
21-147643	10/22 20:37	ALISH TR		PHONE
<b>BARKING DOG                      1</b>				
21-135873	10/03 08:33	E FRANKLIN ST		PHONE
<b>BREAKING ENTER OF VEHICLE                      3</b>				
21-137374	10/06 04:49	ROSS CIR	21-1006-0004	PHONE
21-137377	10/06 05:37	ROSS CIR	21-1006-0005	PHONE
21-137483	10/06 10:23	ROSS CIR	21-1006-0009	PHONE
<b>BURGLAR ALARM                      10</b>				
21-138223	10/07 18:12	W FRANKLIN ST		PHONE
21-138406	10/08 06:37	W FRANKLIN ST		PHONE
21-139526	10/10 04:08	W FRANKLIN ST		PHONE
21-141006	10/12 18:08	S MAIN ST		PHONE
21-141371	10/13 10:09	NC HWY 49 N		PHONE
21-144635	10/18 17:07	ERBACH LN		PHONE
21-148573	10/24 07:12	N COLLEGE ST		PHONE
21-151429	10/28 12:03	WALKER RD		PHONE
21-151491	10/28 13:30	WALKER RD		PHONE
21-153524	10/31 21:56	NC HWY 49 N		PHONE
<b>CAC BITE                      1</b>				
21-137516	10/06 11:24	W FRANKLIN ST	21-1006-0010	PHONE
<b>CARELESS RECKLESS DRIVING                      1</b>				
21-143911	10/17 11:56	OLDENBURG DR		PHONE
<b>COMMITMENT PAPERS                      1</b>				
21-148101	10/23 12:31	SUMMER ST		PHONE
<b>DISCHARGE FIREARMS                      1</b>				
21-136628	10/04 18:12	B ST		PHONE
<b>DISPUTE (ANYONE)                      7</b>				
21-136806	10/05 05:03	E FRANKLIN ST		PHONE
21-139193	10/09 13:00	NC HWY 49 N		PHONE
21-140363	10/11 14:42	S MAIN ST		PHONE
21-140859	10/12 13:24	NC HWY 49 N		PHONE
21-144091	10/17 21:28	N MAIN ST	21-1017-0006	PHONE
21-148666	10/24 09:25	JACKSON ST		PHONE
21-149893	10/26 09:46	LEE ST		PHONE

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<b>DOMESTIC DISTURBANCE</b>		<b>2</b>		
21-136287	10/04 08:16	COOK ST		PHONE
21-144099	10/17 21:59	W FRANKLIN ST		PHONE
<b>ESCORT</b>		<b>2</b>		
21-135879	10/03 08:52	NC HWY 49 N/N MAIN ST		PHONE
21-148727	10/24 12:07	N COLLEGE ST		PHONE
<b>IDENTITY THEFT</b>		<b>1</b>		
21-149509	10/25 18:04	SHORT ST	21-1025-0013	PHONE
<b>IMPROPERLY PARKED VEH</b>		<b>1</b>		
21-138590	10/08 12:51	N MAIN ST		PHONE
<b>LARCENY</b>		<b>2</b>		
21-137649	10/06 16:35	W FRANKLIN ST	21-1006-0014	PHONE
21-144450	10/18 12:32	NC HWY 49 N	21-1018-0008	PHONE
<b>LIVESTOCK</b>		<b>1</b>		
21-148500	10/24 03:02	NC HWY 49 N		PHONE
<b>LOUD (ANYTHING DESC IN NARR)</b>		<b>1</b>		
21-148326	10/23 21:50	ENCHANTED LN		PHONE
<b>MISSING PERSON OR RUNAWAY</b>		<b>1</b>		
21-150131	10/26 16:02	NORTH DR		PHONE
<b>PROPERTY DAMAGE</b>		<b>1</b>		
21-135220	10/01 18:43	E FRANKLIN ST		PHONE
<b>PROWLER</b>		<b>1</b>		
21-140028	10/11 01:50	ERBACH LN		PHONE
<b>REPOSESSION</b>		<b>1</b>		
21-134916	10/01 08:41	ROSS CIR		PHONE
<b>ROAD HAZARD</b>		<b>1</b>		
21-138106	10/07 14:10	NC HWY 73 E		PHONE
<b>SERVICE CALL LAW</b>		<b>1</b>		
21-138176	10/07 16:26	N MAIN ST		PHONE
<b>SRO</b>		<b>1</b>		
21-150601	10/27 09:37	WALKER RD		PHONE
<b>SUICIDE / PSYCHIATRIC / ABNOR</b>		<b>1</b>		
21-139542	10/10 05:21	ROSS CIR		PHONE
<b>SUSPICIOUS SUBJECT</b>		<b>3</b>		
21-139515	10/10 03:12	E FRANKLIN ST		PHONE
21-139857	10/10 17:06	NC HWY 49 N		E911
21-147814	10/23 04:52	NC HWY 49 N		E911
<b>SUSPICIOUS VEHICLE</b>		<b>2</b>		
21-151644	10/28 17:41	E FRANKLIN ST		PHONE
21-152925	10/30 20:54	ERBACH LN/WESTERHOLT CT		PHONE

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<b>THREATENING SUICIDE</b>		<b>1</b>	
21-145603	10/19 23:52	ROSS CIR	PHONE
<b>TRAFFIC ACC PROPERTY DAMAGE</b>		<b>5</b>	
21-136942	10/05 10:13	W FRANKLIN ST	21-1005-0006 PHONE
21-142782	10/15 09:06	W FRANKLIN ST	21-1015-0002 PHONE
21-143526	10/16 16:53	W FRANKLIN ST	PHONE
21-146389	10/21 07:11	N MAIN ST	21-1021-0003 PHONE
21-147356	10/22 12:29	E FRANKLIN ST	21-1022-0013 PHONE
<b>TRAFFIC STOP</b>		<b>1</b>	
21-149851	10/26 08:40	DUTCH RD/NC HWY 73 E	21-1026-0003 PHONE
<b>TRESPASSING</b>		<b>1</b>	
21-149593	10/25 20:34	SHORT ST	PHONE
<b>WELFARE CHECK (PERSON)</b>		<b>1</b>	
21-147120	10/22 08:28	E FRANKLIN ST	PHONE

# Mount Pleasant

North Carolina

*Founded in 1848*

**AGENDA ITEM:**

Consider approving an Interlocal Wastewater Capacity Allocation Agreement with the Water & Sewer Authority of Cabarrus County.

**NARRATIVE:**

Town Staff is recommending the Board's approval of the Interlocal Wastewater Capacity Allocation Agreement with WSACC and the member jurisdictions of the City of Concord, City of Kannapolis, Town of Harrisburg, and Cabarrus County. This agreement is an attempt to ensure reserved future sewer capacity for the member jurisdictions. In the past the sewer capacity has been based on a "first come – first serve" basis. This agreement will benefit the Town by having a reserved future sewer capacity allocation. This future capacity will be allocated by the Town based on the Town's priority of future growth management.

The Town Staff along with Commissioner Sells will provide an overview of the current situation and attempt to address any questions / concerns raised by the Board members. The agreement is attached for review.

**RECOMMENDATION:**

Motion to approve an Interlocal Wastewater Capacity Allocation Agreement with the Water & Sewer Authority of Cabarrus County and authorize the Town Manager to sign the agreement.

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

**INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT**

This INTERLOCAL WASTEWATER CAPACITY ALLOCATION AGREEMENT (the "Agreement") is made and entered into effective as of the \_\_\_ day of \_\_\_\_\_, 2021 (the "Effective Date"), by and among the Water and Sewer Authority of Cabarrus County ("WSACC"), a limited purpose authority created pursuant to Chapter 162A of the North Carolina General Statutes (the "Act"), the County of Cabarrus ("Cabarrus County"), the City of Concord ("Concord"), the City of Kannapolis ("Kannapolis"), the Town of Harrisburg ("Harrisburg"), and the Town of Mount Pleasant ("Mount Pleasant"). Cabarrus County, Concord, Kannapolis, Harrisburg, and Mount Pleasant shall collectively be referred to hereinafter as the "Member Jurisdictions". WSACC and the Member Jurisdictions shall collectively be referred to hereinafter as the "Parties".

STATEMENT OF PURPOSE

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "Interlocal Act"), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, since its inception in 1992, WSACC has provided wholesale raw water and sewer service to the Member Jurisdictions upon their submission of flow allocation requests;

WHEREAS, in 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the "Sewage Service Agreements") for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC;

WHEREAS, at the WSACC-owned and operated Rocky River Regional Wastewater Treatment Plant ("RRRWWTP"), WSACC is currently permitted to treat 26.5 million gallons of wastewater per day (26.5 MGD) ("RRRWWTP Permitted Capacity");

WHEREAS, given the fast pace of development occurring in the Member Jurisdictions, WSACC may not have adequate capacity to fulfill all flow allocation requests;

WHEREAS, WSACC is in the process of expanding its infrastructure at RRRWWTP which will result in increased treatment capacity and additional allocation availability;

WHEREAS, WSACC is in the process of seeking a flow factor reduction from the Division of Water Resources at the Department of Environmental Quality (the "Flow Factor Reduction") which would also increase the capacity available for allocation;

WHEREAS, in exercising their public and essential governmental functions, WSACC, by and through its Board of Directors, and the Member Jurisdictions, by and through their governing bodies, have determined that it is in the best interests of their respective constituents to allocate wastewater treatment capacity to each Member Jurisdiction so that the Member Jurisdictions can individually elect how to utilize their allocated capacity; and

WHEREAS, WSACC and the Member Jurisdictions desire to set forth herein their agreement for such wastewater treatment capacity allocation.

NOW, THEREFORE, in consideration of the terms and conditions herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, WSACC and the Member Jurisdictions agree as follows:

1. Purpose. The purpose of this Agreement shall be to allocate WSACC's available wastewater treatment capacity at RRRWWTP to each Member Jurisdiction using such allocation methods as set forth in this Agreement for each Member Jurisdiction to elect individually how to utilize their allocated capacity.

2. Defined Terms. The defined terms used in this Agreement shall have the following definitions:

- a. "Accepted Flow" shall mean any flow for which WSACC has issued a flow acceptance letter.
- b. "Actual Flow" shall mean the actual Tributary Flow at RRRWWTP as measured by WSACC.
- c. "Allocated Flow" shall mean the flow allocated to any one or more of the Member Jurisdictions after the Effective Date.
- d. "Available Flow" shall have the meaning set forth in Section 3.
- e. "Prior Year" shall mean the prior calendar year.
- f. "Total Flow" shall have the meaning set forth in Section 3.
- g. "Tributary Flow" shall mean any flow that is tributary to RRRWWTP.

3. Bi-Annual Assessment of Capacity. On a bi-annual basis beginning January 1, 2022, WSACC will determine (a) its total actual wastewater flow and estimated remaining allocated wastewater flow ("Total Flow"), and (b) the wastewater capacity available for allocation ("Available Flow").

Total Flow shall be calculated as follows:

Actual Flow at RRRWWTP from the Prior Year *plus*



Accepted Flow prior to the Effective Date of this Agreement that is not yet Tributary Flow *plus*  
Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is  
not yet Accepted Flow *plus*  
Allocated Flow to Member Jurisdictions following the Effective Date of this Agreement that is  
Accepted Flow but not yet Tributary Flow  
= Total Flow

Available Flow shall be calculated as follows:

RRRWWTP Permitted Capacity *less*  
Total Flow *less*  
Flow Allocated to Charlotte Water not otherwise included in Total Flow (see Section 10 of this  
Agreement)  
= Available Flow

Notwithstanding any provision in this Agreement to the contrary, WSACC reserves the right to withhold capacity from allocation if, in WSACC's sole discretion, such reservation is necessary to ensure ongoing compliance with governmental regulations and state and federal laws.

4. First Division of Available Flow Among Member Jurisdictions. This Section 4 shall only apply to the first division of Available Flow to the Member Jurisdictions (the "First Division") and all subsequent divisions of Available Flow shall be subject to Section 5 below (the "Future Divisions"). The First Division shall occur upon full execution of this Agreement by all Parties. Once the Total Flow and Available Flow are determined, WSACC shall allocate the Available Flow among the Member Jurisdictions for the First Division as follows:

- a. If the First Division of Available Flow occurs prior to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:
  - i. First:
    1. Concord: 60.35%
    2. Kannapolis: 29.38%
    3. Harrisburg: 8.85%
    4. Mount Pleasant: 1.42%
  - ii. Second, upon approval of the pending Flow Factor Reduction request after the First Division, WSACC shall allocate the Available Flow for the second division only as set forth in Section 4(b)(i)-(ii).
- b. If the First Division of Available Flow occurs subsequent to approval of the pending Flow Factor Reduction request, WSACC shall allocate the Available Flow as follows:

- i. WSACC shall take 16.67% of the Available Flow and divide it in four (4) equal shares. Each Member Jurisdiction (excluding Cabarrus County) will receive a base flow amount equal to one-quarter of the 16.67% of Available Flow (the "Base Allocation"); provided, however, Concord agrees that WSACC is to re-allocate Concord's Base Allocation up to a maximum amount of 50,000 gallons per day to Kannapolis with any excess over 50,000 gallons per day being allocated back to Concord.
- ii. Next, WSACC shall take the remaining 83.33% of the Available Flow and allocate among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. For purposes of the First Division, the Parties agree that the capacity available after the Base Allocation shall be allocated as follows:
  1. Concord: 60.35%
  2. Kannapolis: 29.38%
  3. Harrisburg: 8.85%
  4. Mount Pleasant: 1.42%

5. Future Divisions of Available Flow Among Member Jurisdictions. Following the First Division of Available Flow, the Future Divisions of Available Flow shall occur bi-annually, and allocations shall be determined as follows:

- a. WSACC shall allocate Available Flow, if any, among the Member Jurisdictions (excluding Cabarrus County) according to each Member Jurisdiction's five (5) year average percentage of billable sewer flow to the total billable flow for the immediately preceding 5 years as calculated by WSACC. The five (5) year average percentage shall be recalculated annually.
  - i. For purposes of the Future Division to occur in January 2022 only, Kannapolis shall be allocated 75,000 gallons per day of the remaining Available Flow, if any, before the Future Division of Available Flow is made pursuant to Section 5(a). If, however, the pending Flow Factor Reduction has not been approved by the time of the January 2022 division, this re-allocation of 75,000 gallons shall instead be delayed until the first Future Division occurring after approval of the pending Flow Factor Reduction request.

6. Allocation of Flow for Remainder of 2021. In light of the fact this Agreement is entered into mid-year, the Parties understand and agree that any capacity allocated prior to the effective date of this Agreement shall not reduce any individual Member Jurisdiction's Allocated Flow for the remainder of the 2021 calendar year.

7. Bi-Annual Reporting. Beginning in 2022, on or before January 31<sup>st</sup> and July 31<sup>st</sup> of 2022 and each year thereafter, WSACC shall provide each Member Jurisdiction with a Bi-Annual flow summary (“Bi-Annual Flow Summary”). The Bi-Annual Flow Summary shall state:

- a. Total Flow;
- b. Available Flow;
- c. Each Member Jurisdiction’s base flow amount (for purposes of the First Division of Available Flow only);
- d. Capacity adjustments required under Sections 4(b)(i) and 5(a)(i) of this Agreement;
- e. Each Member Jurisdiction’s proportionate share of the Available Flow calculated using a pro-rata percentage based on each Member Jurisdiction’s average percentage of billable sewer flow to the total billable flow over the preceding five (5) year calendar years (*i.e.* averages shall not be recalculated for the July allocation divisions);
- f. Each Member Jurisdiction’s Allocated Flow for the calendar year; and
- g. A calculation of the actual flow (in gallons per day) allocated to each Member Jurisdiction.

8. Incorporation of Bi-Annual Flow Summary. The Parties agree that each Bi-Annual Flow Summary provided by WSACC shall become a part of this Agreement as if fully set forth herein. The Parties acknowledge that each Member Jurisdiction’s allocated capacity is likely to change over time due to variations in Available Flow and each Member Jurisdiction’s proportionate share using a pro-rata calculation based on each Member Jurisdiction’s five (5) year average percentage of billable sewer flow to the total billable flow. The Parties acknowledge and understand that such changes may include a reduction to each Member Jurisdiction’s Allocated Flow as a result of reductions in Available Flow, and should this occur, each Member Jurisdiction’s Allocated Flow would be reduced based on its calculated proportionate share of the reduced Available Flow.

9. Member Jurisdiction Obligations. In order for WSACC to prepare each Bi-Annual Flow Summary, certain information must be provided by the Member Jurisdictions. Specifically, each Member Jurisdiction agrees to provide to WSACC by January 15<sup>th</sup> and July 15<sup>th</sup> of each calendar year a statement providing: (a) all Allocated Flow to the Member Jurisdiction that is not Accepted Flow, and (b) all Allocated Flow to the Member Jurisdictions that is Accepted Flow but not yet Tributary and the project status for all such projects. Failure to timely remit the information required by this Section 9 shall delay WSACC’s provision of the Bi-Annual Flow Summary and Future Divisions until such time as all Member Jurisdictions have provided the required information.

10. Charlotte Water. The Parties hereto expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended (the “Charlotte Water Agreement”), and that such obligations may affect the Available Flow.

11. Effect of Adjustments in Available Flow. WSACC reserves the right to adjust the Available Flow at any point during the calendar year. If Available Flow is adjusted, WSACC shall provide each Member Jurisdiction with a revised Annual Flow Summary indicating the revised actual flow allocated (in MGDs) to each Member Jurisdiction for the calendar year.

12. Allocation Requests from Member Jurisdictions to WSACC. The Member Jurisdictions shall continue to submit allocation requests to WSACC as has been the traditional procedure; provided, however, following execution of this Agreement, only those requests which the Member Jurisdiction has approved shall be sent to WSACC for approval. WSACC shall retain sole authority to issue flow acceptance letters subject to the terms of this Agreement. Each allocation request submitted by a Member Jurisdiction shall be accompanied by the Allocation Request Form attached hereto as **Exhibit A**. Each Member Jurisdiction agrees that it shall not submit an allocation request which would cause the Member Jurisdiction to exceed its Allocated Flow.

13. Paper Capacity. For purposes of this Agreement, all terms describing flow in MGDs, including Total Flow, Available Flow, and Allocated Flow, shall mean and refer to committed paper capacity as submitted to the North Carolina Department of Environmental Quality. Paper capacity is calculated using the actual average daily and yearly flows plus the estimated values for flows set forth in 15A NCAC 02T .0114 that have been requested but not yet committed.

14. Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A "force majeure" is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC's wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

15. Effect on Sewage Service Agreements. To the extent the terms of this Agreement contradict or are inconsistent with a term of the Sewer Service Agreements, such contradictory and / or inconsistent terms in the Sewer Service Agreements are hereby amended and expressly superseded.

16. Muddy Creek Wastewater Treatment Plant. The Parties acknowledge that WSACC also currently operates the Muddy Creek Wastewater Treatment Plant ("MCWWTP") to service the Midland area of Cabarrus County. The Parties acknowledge and agree that flow allocated from MCWWTP shall remain subject to the current flow allocation process with WSACC accepting flow requests for service pursuant to WSACC's Sewer Allocation and Commitment Policy.

17. Notices. All notices or other communications which shall be made pursuant hereto shall be in writing and shall be deemed to be given and received either (a) when hand delivered to the address stated below, or (b) three (3) days after being mailed to the address stated below, postage prepaid by certified or registered mail of the United States, return receipt requested to the address set forth below:

**FOR WSACC:** Michael Wilson, Executive Director  
Water & Sewer Authority of Cabarrus County  
232 Davidson Hwy.  
Concord, NC 28027

*With a copy to:* [mwilson@wsacc.org](mailto:mwilson@wsacc.org)  
[cvoncannon@wsacc.org](mailto:cvoncannon@wsacc.org)  
[wisenhour@jahlaw.com](mailto:wisenhour@jahlaw.com)

**FOR CONCORD:** City Manager  
P.O. Box 308  
Concord, 28026-0308  
[paynel@concordnc.gov](mailto:paynel@concordnc.gov)

City Attorney  
P.O. Box 308  
Concord, 28026-0308  
[kolczynv@concordnc.gov](mailto:kolczynv@concordnc.gov)

Director of Water Resources  
P.O. Box 308  
Concord, 28026-0308  
[corleyj@concordnc.gov](mailto:corleyj@concordnc.gov)

**FOR KANNAPOLIS:** Walter M. Safrit, II, City Attorney  
City Of Kannapolis  
401 Laureate Way  
Kannapolis, North Carolina 28081  
[wsafrit@kannapolisnc.gov](mailto:wsafrit@kannapolisnc.gov)

**FOR HARRISBURG:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*With a copy to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**FOR MOUNT PLEASANT:** Randy Holloway, Town Manager  
Town of Mount Pleasant  
8590 Park Drive  
Mt. Pleasant, NC 28124

*With a copy to:* [HollowayR@mtpleasantnc.us](mailto:HollowayR@mtpleasantnc.us)  
[Burrise@mtpleasantnc.us](mailto:Burrise@mtpleasantnc.us)  
[jfs@sandslegal.net](mailto:jfs@sandslegal.net)

**FOR CABARRUS COUNTY:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

*With a copy to:*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Any party to this Agreement may change its designated person or designated address at any time and from time to time by giving notice of such change to all other Parties hereto.

18. Term. This Agreement shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of this Agreement by WSACC.

19. Termination. Only WSACC shall have the ability to terminate this Agreement, and WSACC shall be entitled to do so in its sole discretion. Upon termination by WSACC, no Member Jurisdictions shall receive further capacity allocations, and all flow allocation requests shall be processed in accord with WSACC's policies then in-effect, including, without limitation, WSACC's Sewer Allocation and Commitment Policy.

20. Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the Parties hereto that all other provisions of this Agreement shall remain in full force and effect.

21. Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC.

22. Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

23. Mediation. Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The Parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

24. Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the Parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

25. Amendments. This Agreement may be amended or modified in whole or in part only by an agreement in writing duly executed by authorized representatives of the Parties pursuant to resolutions of their respective governing boards approving such amendment or modification, and authorizing its execution.

26. Limitation of Liability and No Third Party Rights. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the signatories, and no party hereto shall be liable under this Agreement to any third party. Neither party shall be liable for failures of the facilities of the other party that are subject to this Agreement.

27. Additional Documents. Each party agrees to execute such additional documents as may be reasonably necessary to effectuate the terms of this Agreement.

28. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which, taken together, shall constitute one and the same agreement.

29. Fees and Expenses. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

30. Authority. Each party hereto warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

*[Signature Pages to Follow]*

WATER AND SEWER AUTHORITY OF  
CABARRUS COUNTY

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)



CITY OF CONCORD

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

CITY OF KANNAPOLIS

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

TOWN OF HARRISBURG

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

TOWN OF MOUNT PLEASANT

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

CABARRUS COUNTY

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Finance Officer

\_\_\_\_\_  
Date

STATE OF \_\_\_\_\_

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

I, \_\_\_\_\_, a notary public for said county and state, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is \_\_\_\_\_ of Water and Sewer Authority of Cabarrus County and acknowledged, on behalf of Water and Sewer Authority of Cabarrus County the due execution of the foregoing instrument.

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

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

\_\_\_\_\_  
(Printed Name of Notary Public)

My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

**EXHIBIT A**

**Allocation Request Form**

# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Consider accepting the CMAQ award of \$510,072 for the Washington St. street improvement project when a final approval is issued by the Board of Transportation in December.

**Narrative:**

The Town received an award letter from CRMPO to "install approximately 900 feet of sidewalk with curb/gutter along N. Washington St in addition to two 12-foot shared travel lanes with bike sharrows." The award is for \$510,072 (80%) with a match of \$127,518 (20%) from the Town for a total cost of \$637,590.

Previously, the Board gave its approval for Town Staff to apply for the funds at the February 8, 2021 meeting. The project is still dependent on acquiring property at the corner of Washington & Franklin from the Helms family which is in the budget.

A budget amendment for the 20% Town match will also need to be approved.

**Recommendation:**

1. A motion to accept the CMAQ award of \$510,072 for the Washington St. street improvement project when a final approval is issued by the Board of Transportation in December.
2. A motion to approve Budget Amendment #13 CMAQ Award 20% match Washington Street improvements.

TOWN OF MOUNT PLEASANT

#13 CMAQ Award 20% match Washington Street improvements

Revenue Adjustments					
Account Number	Account Description	Current Budget	Decrease - Debit	Increase - Credit	Revised Amount
11-3091-900	Appropriation of Fund Balance	\$ 585,162.00		\$127,518.00	712,680.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
Expenditure Adjustments					
Account Number	Account Description	Current Budget	Increase - Debit	Decrease - Credit	Revised Amount
11-4031-730	PW CAP. Outlay- Infrastructure & Streets	\$ 30,000.00	\$ 127,518.00	\$ -	157,518.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
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		\$ -	\$ -	\$ -	-
<b>Totals</b>		<b>\$615,162.00</b>	<b>\$127,518.00</b>	<b>\$127,518.00</b>	<b>\$870,198.00</b>

#13 CMAQ Award 20% match Washington Street improvements

Prepared by: Amy Schueneman Date: 11/8/2021 Approved by: \_\_\_\_\_

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



# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Consider accepting the Emergency Supplemental Historic Preservation Fund (ESHPPF) Grant and allowing Town Manager to sign the grant contract.

**Narrative:**

The Town received a \$94,250.00 grant to do a Stormwater Mitigation Plan and National Register Historic District Update from the North Carolina Department of Natural and Cultural Resources acting through the North Carolina State Historic Preservation Office.

The studies will need to be completed by December 31, 2024. This grant covers 100% of the cost for the two studies.

**Recommendation:**

A motion to accept the Emergency Supplemental Historic Preservation Fund (ESHPPF) Grant and allow the Town Manager to sign the grant contract.

**Agenda Item:**

8590 Park Drive : PO Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704-436-9803 : fax 704-436-2921

Website: [www.mtpleasantnc.org](http://www.mtpleasantnc.org) Email: [townhall@mtpleasantnc.us](mailto:townhall@mtpleasantnc.us)

# Mount Pleasant

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North Carolina

*Founded in 1848*

**Agenda Item:**

Consider contracting with The Wooten Company for general Town Engineering Services.

**Narrative:**

In August 2021, the Town issued an RFQ for Engineering Services to assist the Town with general engineering services on an as needed basis and function as Town Engineer, with the scope of work to include water, sewer, roadway, pedestrian, and storm water, etc. services. RFQ was published in our local newspaper and on HUB Office Bid Opportunities.

We had four engineering firms respond:

- Alley, Williams, Carmen, & King
- LKC Engineering
- McGill Engineering
- The Wooten Company

Staff have reviewed the proposals and recommend the Board considering The Wooten Company for town engineering services.

**Recommendations:**

1. A motion to accept engineering services proposal from The Wooten Company.
2. A motion to allow the Town Manager to negotiate acceptable engineering fees and sign the contract when negotiations are complete.
3. A motion to allow the Town Manager to reach out to the runner-up (LKC Engineering) to start negotiations if an agreement cannot be reached with the Wooten Company.

# Mount Pleasant

North Carolina

*Founded in 1848*

**Agenda Item:**

Consider purchasing 6 heavy-duty commercial picnic tables to replace the wooden ones at Town Hall.

**Narrative:**

At the Fall Festival the Commissioners saw the condition of our current picnic tables that show a lot of rust spots and warped wood. Staff received a quote of \$8,067.13 from KirbyBuilt to purchase 5 regular picnic tables and one ADA compliant picnic table. They are constructed of heavy-duty metal with a premium-grade weather and vandal-resistant thermoplastic coating.

Staff would like to order now to ensure delivery by the Independence Celebration. The current picnic tables can be sold as surplus on GovDeals, if the Town has no other uses for them.

**Recommendations:**

Open

If ordering:

1. Motion to order 6 picnic tables at the cost of \$8,067.13 from KirbyBuilt
2. Budget Amendment #14 Purchase of 6 picnic tables.

# Comfort™ Series Rectangular Tables

- Comfortable, heavy-duty commercial picnic tables
- Easy, walk-thru table design
- Designed for the ultimate comfort and upscale look with rolled edges
- Extra-wide 12" seats for added comfort
- Decorative and functional perforated tabletops and seats are durable and low maintenance
- Premium-grade, weather- and vandal-resistant thermoplastic coating
- Available in ADA version



BLACK

GREEN

BLUE

RED



MODEL #	DESCRIPTION	DIMENSIONS	WEIGHT	PRICE
VJH1002	6' rectangular table	72" l x 30" w x 30.5" h tabletop, 72" l x 12" w x 18.5" h seats	188 lbs.	<del>\$798.85</del> ea.
VJH1003	8' rectangular table	96" l x 30" w x 30.5" h tabletop, 96" l x 12" w x 18.5" h seats	234 lbs.	<del>\$868.85</del> ea.
VJH1004	8' rectangular ADA table	96" l x 30" w x 30.5" h tabletop, 72" l x 12" w x 18.5" h seats	212 lbs.	<del>\$838.85</del> ea.

+ shipping

Factory Direct Pricing

Made in the USA

KirbyBuilt.com 21

