

Mount Pleasant

North Carolina

Founded in 1848

**Town of Mt. Pleasant
Regular Board Meeting
Monday, February 14, 2022
6:00 PM- Town Hall Commissioners Room**

Call to Order- Mayor Del Eudy
Invocation- Crystal Smith
Pledge of Allegiance- Mayor Del Eudy

1. Public Forum

(Please limit comments to 3 minutes or less)

2. Conflict of Interest

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

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

3. Approve Agenda (Pages 1-2)

4. Consent Agenda (Pages 3-11)

- A. Minutes January 10, 2022 (pages 3-6)
- B. Minutes February 8, 2022 Work Session (page 7)
- C. Proclamation for Black History Month (page 8)
- D. Annual Purge List of old records per NC State Retention Policy (page 9)
- E. Revised Social Media Policy (separate attachment) *(Revised Social media Policy to include updated verbiage from the UNC School of Government for all full time, part time, Boards, advisory committees and volunteers)*
- F. Policy for Allowable Costs and Cost Principles for ARP Funds (separate attachment)
- G. Conflict of Interest Policy (separate attachment) *(To meet requirements of State Grant)*
- H. Revised Personnel Policy (separate attachment) *(To meet requirements of ESHPF Grant for stormwater)*
- I. Resolution- New Checking account for State Water/Sewer Capital Projects (page 10)
- J. Resolution- New Checking account for State SCIF Grant (page 11)

5. Staff Reports (Pages 12-27)

- A. Town Manager-Randy Holloway (page 12)
- B. Asst. Town Manager-Crystal Smith (page 13)
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 14-15)
- D. Planning & Economic Development Director - Erin Burris (pages 16-18)
- E. Code Enforcement- Jeff Watts (page 19)
- F. Public Works- Lane Bost (page 20)
- G. Fire Dept.- Dustin Sneed (pages 21-22)

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

H. Cabarrus Co. Sheriff's Dept Report (pages 23-27)

6. FY20/21 Audit presentation by Tony Brewer of Eddie Carrick, CPA, PC

7. Public Hearings (Pages 28--34)

TA 2021-04 Home Occupations

8. New Business (Pages 35-43)

A. Ryan Shaver of the North Carolina Masonry Contractors Association would like to address the Board (page 35)

B. Discussion on having beer/wine sales at Independence Celebration (page 36)

C. FIP 2021-01 Dance Trap Façade Improvement Program Request (pages 37-43)

9. Old Business (Pages 44-62)

A. Discuss dates for Budget Workshop (page 44)

B. Review and Discuss Wastewater Service Agreement with WSACC (pages 45-61)

C. Summary of meeting with Senator Newton and Representative Sasser (page 62)

10. Closed Session 143-318.11.(a)(#5)

1. Development Agreement

2. Property Acquisition

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.

11. Adjournment

All agenda items and attachments are considered public record.

If you would like to obtain or view copies of the attachments or minutes from the Board's meetings, please contact Town Hall Monday-Friday 8:00am-4:30pm.

Hard copies are \$.10 per page.

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

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**Town of Mt. Pleasant
Board of Commissioners
Town Board Meeting Minutes
Monday, January 10, 2022 at 6:00 P.M.**

Attendance: Mayor Del Eudy
Mayor Pro-Tem/Commissioner Lori Furr
Commissioner Chris Carter
Commissioner William Meadows
Commissioner Jim Sells
Commissioner Justin Simpson
Town Administrator Randy Holloway
Town Attorney John Scarbrough
Town Clerk Amy Schueneman

Also Present: Erin Burris, Crystal Smith, Deputy Claudett Camille, Pastor Earl Bradshaw, Kay Beckett, Ally Schueneman, Dr. Allen Dobson, Jim & Susie Avett, Jeff & Melissa Lemmond, Robert Freeman, 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.

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.

3. Approve Agenda

Mayor Eudy added Closed Session 143-318.11.(a)(#5) Acquisition and disposition of property to the agenda.

A motion to approve the amended Agenda was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (5-0)

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4. Consent Agenda

- A. Minutes December 13, 2021
- B. Minutes Work Session December 15, 2021
- C. Assets sold in December 2021
- D. Proclamation for Dr. Martin Luther King, Jr. Day
- E. Proclamation for Avett Day on February 7th of each year

Commissioner Meadows made a motion to approve the Consent Agenda as listed with a second by Commissioner Sells. All Board Members were in favor. (5-0)

5. Reports

- A. Town Manager-Randy Holloway
- B. Asst. Town Manager-Crystal Smith
- C. Town Clerk/Finance Officer - Amy Schueneman
- D. Planning & Economic Development Director - Erin Burris
- E. Public Works- Lane Bost
- F. Cabarrus Co. Sheriff's Dept Report - Deputy Claudette Tarte
- G. Fire Dept. -Chief Dustin Sneed
- H. Code Enforcement-Jeff Watts

6. Public Hearings

None

7. Presentations

- A. Presentation of the Proclamation for Avett Day on February 7th of each year was made to Jim & Susie Avett.
- B. Presentation of the North Carolina Chapter of the American Planning Association Great Transformations Honorable Mention award for the Historic Lentz Building in Mount Pleasant was made to Dr. Allen Dobson.
Mayor Eudy thanked Erin Burris for submitting Town businesses for the awards.

8. New Business

A. FY20/21 Audit presentation by Tony Brewer of Eddie Carrick, CPA, PC

Amy Schueneman reported that everyone at Eddie Carrick's office has Covid and Mr. Brewer was not able to attend tonight's meeting. The audit results were given to the Board to look over before Mr. Brewer can reschedule to attend either the February or March meeting. There were no issues sited on the audit for concern. However, due to changes in State Statutes, the Auditor is required to present the audit findings to the Board.

No action was taken.

B. Ryan Shaver of the North Carolina Masonry Contractors Association would like to address the Board

Mr. Shaver did not attend the meeting. No action taken.

C. Discussion concerning Fall Festival in 2022

Crystal Smith stated that staff met with McGill & Associates, who are engineering the Town Municipal Complex Project. This will impact 2022 Fall Festival. Staff is

recommending the Fall Festival (Saturday, October 8) be relocated to the Town's Municipal Parking lot due to Town Hall being an active construction site. It may be possible to block off Main Street.

Commissioner Simpson thought it would be good to have it with the other businesses to benefit everyone.

Several business leaders have volunteered to be on the Events Committee to help with growing the town events.

Commissioner Meadows asked about parking during the event if the Municipal Parking lot will be used for vendors.

Mayor Eudy stated that the Methodist Church has always been good to allow people to park in their parking lot.

No motion was made. Board agreed to find alternate location for the Fall Festival.

9. Old Business

A. Consider revisiting Town Branding

Mayor Eudy reviewed the steps previously taken by the Board to design a Town logo beginning in August 2021. He encouraged everyone to attend the Town's Board meetings to get the whole picture across many months of discussion on various topics. One month's minutes does not necessarily give all the background information discussed in previous meetings.

Randy Holloway stated that Staff pushed the pause button last fall on the Branding process. He asked the Board to allow Staff to prepare an RFP (Request for Proposal) for various firms to submit proposals to assist with the new logo, branding, web site design, etc. Staff would then suggest that the project be included in the budgeting process for FY22/23. Staff hopes to have the proposals back before the March budget workshop.

Mayor Eudy stated when he was on a committee for the hospital choices were sent to the Board to rank their favorites 1-5. He reminded the Board that they would be the ones to make the final decision.

A motion to allow Town Staff to prepare an RFP for Marketing Firms to submit a bid to assist with a Town Branding package was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (5-0)

A motion to go into Closed Session was made by Commissioner Sells with a second by Commissioner Meadows. All Board Members were in favor. (5-0)

10. 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.

A motion to come out of Closed Session was made by Commissioner Simpson with a second by Commissioner Furr. All Board Members were in favor. (5-0)

11. Adjournment

With nothing else to come before the Board, Commissioner Furr made a motion to adjourn. Commissioner Meadows seconded the motion. All Board Members were in favor. (5-0)

By our signatures, the following minutes were approved as submitted and amended on Monday, February 14, 2022 in the Regular Meeting.

Town Clerk Amy Schueneman

Mayor W. Del Eudy

SEAL

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**Town of Mt. Pleasant
Work Session- Senator Newton & Representative Sasser
Tuesday, February 8, 2022
1:00-3:15PM- Town Hall Conference Room**

Attending:

Mayor Del Eudy, Commissioner Chris Carter, Commissioner Jim Sells, Randy Holloway, Crystal Smith, Erin Burris, Amy Schueneman, John Scarbrough, Senator Paul Newton, Andrew Stiffel (Senator Newton's Assistant), and Representative Wayne Sasser.

The Work Session involved discussion of proposed water/sewer projects and possible State funding with Senator Paul Newton, Representative Wayne Sasser, Town Board members, and Town Staff.

Mayor Eudy opened the Work Session by having everyone introducing themselves. He then turned it over to Erin Burris and Randy Holloway to present the PowerPoint presentation.
(A copy is included in the Minute Book)

Representative Sasser encouraged the Town to reach out to NC DENR (Joy Hicks) to apply for a grant from the \$1.6 billion the State has received in ARP funds coming from the Federal government.

Senator Newton also suggested that the Town see about turning over the waterlines in the Allman Road Extension area to a private company to manage to provide better water pressure for the area since they are not annexed into Town limits. Also, involuntary annexation is a difficult process.

By our signatures, the following minutes were approved as submitted and amended on Monday, February 14, 2022 in the Regular Meeting.

Town Clerk Amy Schueneman

Mayor W. Del Eudy

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PROCLAMATION

WHEREAS, February has been designated as Black History Month and will be observed in our community; and

WHEREAS, this observance affords special opportunity to become more knowledgeable about black heritage, and to honor the many black leaders who have contributed to the progress of our nation; and

WHEREAS, such knowledge can strengthen the insight of all our citizens regarding the issues of human rights, and the great strides that have been made in the crusade to eliminate the barriers of equality for minority groups, and the continuing struggle against racial discrimination and poverty;

NOW, THEREFORE, BE IT RESOLVED, that I, W. Del Eudy, Mayor of the Town of Mount Pleasant, do hereby proclaim the month of February 2022 as

BLACK HISTORY MONTH

in the Town of Mount Pleasant and express special commendation to the dedicated volunteers who have labored so diligently to make this observance a reality in our area; and

NOW, THEREFORE, BE IT FURTHER RESOLVED, that I urge all residents to make special note of the various exhibits displayed in public buildings, attend scheduled activities, and join together in making this a period of rededication to the principles of justice and equality for all people.

This the 14th day of February 2022.

Del Eudy, Mayor

Attest:

Amy Schueneman, Town Clerk

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Purge List for Jan. 19, 2022

Accounts Payable 2017 - 2018

Bank Statements, Deposit Books, & Audit Info FY 2017-18

Garnishment Payments FY2016-17

Insurance Policy FY 2017-18

Invoices A - M 2017 - 2018

Invoices N - Z 2017 - 2018

Payroll Records 2017

Water/Sewer Payment Stubs FY 2017-18

Water/Sewer Reports FY 2017-18

The items listed above were given to Records Reduction, Inc to destroy in accordance with the NC State Retention Schedule.

Resolution Granting the Opening of a New Bank Account and the Authorized Signers

BE IT RESOLVED, that the Town of Mount Pleasant Board of Commissioners hereby designates First Bank to open a new checking account titled "State Grant Funds for Water/Sewer Capital Projects" under our Federal EIN #56-6001297, and that Mayor Del Eudy, Assistant Town Manager Crystal Smith, Finance Officer Amy Schueneman, and Senior Customer Service Jennifer Blake be authorized effective February 15, 2022 to execute the opening of the account, the ability to manage the account, and authorization to sign checks upon all accounts for the Town of Mount Pleasant:

BE IT FURTHER RESOLVED, that such evidence of debt, checks, and drafts will be signed or authorized by any two of said officials.

This the 14th day of February, 2022.

Mayor Del Eudy

Attest:

Amy Schueneman, Town Clerk

Resolution Granting the Opening of a New Bank Account and the Authorized Signers

BE IT RESOLVED, that the Town of Mount Pleasant Board of Commissioners hereby designates First Bank to open a new checking account titled "State Grant-SCIF Funds" under our Federal EIN #56-6001297, and that Mayor Del Eudy, Assistant Town Manager Crystal Smith, Finance Officer Amy Schueneman, and Senior Customer Service Jennifer Blake be authorized effective February 15, 2022 to execute the opening of the account, the ability to manage the account, and authorization to sign checks upon all accounts for the Town of Mount Pleasant:

BE IT FURTHER RESOLVED, that such evidence of debt, checks, and drafts will be signed or authorized by any two of said officials.

This the 14th day of February, 2022.

Mayor Del Eudy

Attest:

Amy Schueneman, Town Clerk

MEMORANDUM

To: Mayor and Town Board

From: Randy Holloway, Town Manager

Date: February 14, 2022

RE: Manager's report for January 2022

Please find listed below an update / overview for the month of January 2022

- Participated in a meeting with McGill and Associates receiving an update on the Town Hall / Park Complex project.
- Erin and I met with the James Family to discuss their plans for property they own around the Mount Pleasant area. They advised that they are open to selling land in the future should development opportunity arise.
- I continued to work with Staff, LKC Engineering and our Town Engineer to more clearly identify priorities to recommend to the Board for the use of State funded water and sewer projects. This process has required many hours and most of my time for the month of January.
- Participated in a webinar on the use of the State funding for water and sewer projects.
- Continued working with an investment group that is trying to purchase the Buddy's restaurant building and barbershop building. This property is still under contract with a projected closing date of the end of February.
- 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.
- Began budget meetings with Staff to prepare for the annual budget workshop. Meetings are going well and we anticipate a good fiscal year for FY-22/23.

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ASSISTANT TOWN MANAGER'S REPORT

February 2022

To: Mayor & Commissioners

From: Crystal Smith, Assistant Town Administrator

Subject: Monthly Activities for January 2022

- Attended Town Leadership Team meeting
- Completed all 2021 tax forms and reports to state
- Completed OSHA log reports for 2021
- Met with new Commissioner Chris Carter
- Meeting with Staff and McGill and Associations on Town Hall Municipal/Park Complex Project
- Coordinated/Attended 3 Ribbon cuttings for Tiger Gym, Maid Pro, and new Occupational Therapy businesses
- Attended monthly Town Board meeting
- Virtual meeting with Cabarrus County on new MP Park
- Monthly BCBS webinar
- Staff meeting on potential Water/Sewer Projects, potential General Fund Projects and funding sources
- Quarterly work session with Rick Driscoll, Sherill & Smith, CPA
- Amy and Crystal met on 2021/2022 budget and preliminary 2022/2023 budget
- Met with Public Works on 2022/2023 budget

Respectfully submitted,



Crystal Whitley Smith
Assistant Town Manager

FINANCIAL REPORT as of January 31, 2022

Cash Balances	General	Powell Bill	GF-Capital	Water/Sewer	Capital Project
	Fund	Bank Account	Reserve	Fund	Fire Station Add
First Bank-Checking	174,793.60	76,712.17		212,189.65	242,546.01
First Bank-Payroll Checking	65,017.87				
First Bank-General Fund Money Market	1,504,450.25				
First Bank- Retiree Insurance Money Market	14,407.24				
First Bank-W/S Money Market				819,470.80	
First Bank- USDA Capital Project Checking				160,550.03	
First Bank- Summer St Pump Station Capital Proj	354,163.09			39,787.41	
First Bank- ARP Special Reserve Fund	12,884.19				
First Bank-Façade Grant	6,302.77				
First Bank-Savings (Sidwalk Escrow)			56,622.42		
First Bank- Capital Reserve- Police Vehicles			246,147.73		
First Bank- Capital Reserve- FD Vehicles				84,635.66	
First Bank- Manhole Repairs	865,196.60				
First Bank- 42% Reserve	33,692.63				
Uwharrie Bank Savings (Park Dev)				30,958.52	
Uwharrie Bank-Dredging (Savings)				1,312.31	
NC Capital Mgmt Trust-Debt Setoff Acct					
Total Cash Balances	3,030,908.24	76,712.17	302,770.15	1,348,904.38	242,546.01

	General Fund		Water Sewer Fund	
	APPROVED	MONTH	APPROVED	MONTH
	2021-2022	TO DATE	2021-2022	TO DATE
		(Encumbered)		(Encumbered)
Revenues	2,959,804.00	289,907.65	1,955,275.77	768,027.70
Expenditures	2,959,804.00	289,907.65	1,327,654.34	555,795.77
			\$1,004,528.23	\$442,370.30
			\$1,342,242.01	\$576,520.95
			PERCENT	PERCENT
			66%	63%
			55%	52%

**TOWN OF MOUNT PLEASANT
COMPARISON BUDGET VS ACTUAL -January 2022**

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>DIFFERENCE</u>
GENERAL GOVERNMENT			
Town Hall	265,485.00	244,727.56	20,757.44
Governing Body	40,399.00	14,576.81	25,822.19
Admin	640,632.00	98,038.52	542,593.48
Planning & Zoning	177,940.00	74,921.39	103,018.61
	1,124,456.00	432,264.28	692,191.72
PUBLIC SAFETY			
Law Enforcement	161,693.00	77,296.50	84,396.50
Fire Department	855,253.00	302,530.15	552,722.85
	1,016,946.00	379,826.65	637,119.35
PUBLIC WORKS			
Operations Center	43,450.00	24,514.06	18,935.94
Streets	367,338.00	90,319.91	277,018.09
Sanitation	138,500.00	61,553.75	76,946.25
Buildings & Grounds	73,582.00	35,255.03	38,326.97
	622,870.00	211,642.75	411,227.25
CULTURE/REC	70,418.00	11,784.08	58,633.92
DEBT SERVICE			
Debt Service Principal	87,466.00	61,546.44	25,919.56
Debt Service Interest	21,485.00	14,960.70	6,524.30
	108,951.00	76,507.14	32,443.86
TOTAL	2,943,641.00	1,112,024.90	1,831,616.10
WATER/SEWER			
Admin	249,965.00	115,081.10	134,883.90
Operations Center	28,900.00	14,635.85	14,264.15
Water	155,929.00	83,332.59	72,596.41
Sewer	347,000.00	162,507.05	184,492.95
Water Treatment Plant	561,988.00	174,970.13	387,017.87
	1,343,782.00	550,526.72	793,255.28
DEBT SERVICE			
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
TOTAL	1,688,324.00	561,064.82	1,127,259.18
COMBINED	4,631,965.00	1,673,089.72	2,958,875.28

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Planning and Economic Development February 9, 2022

Planning & Zoning Cases

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. The item was tabled at the November meeting due to a long agenda.

Current Status: Planning & Zoning Board recommended approval of revised amendments. Town Board public hearing is scheduled for February 14.

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

January & February 2022 (to date) 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 received fifth allocation amount as part of the Interlocal Agreement for Wastewater Capacity Distribution. The Town has 65,430 gpd to allocate between now and 2024 when the Phase 1 Rocky River Regional Waste Water Treatment is completed. WSACC also recently rescinded 5,760 gpd from the South Skyland Townhome project (16 units) citing that the flow acceptance had expired since it had been more than two years and the project had not commenced. This was over objection from Town Staff who argued that the project was delayed due to pandemic uncertainties and was slated to begin soon. WSACC staff disagreed and cited the flow acceptance policy re-adopted by the WSACC Board in 2021.
- LKC is currently working on engineering documents for water and sewer improvements to be completed with USDA loan funds and on estimates for other water and sewer projects that could potentially be completed with the \$8 million state earmark.

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. Cabarrus County Government held a drop-in public input session in December regarding the Senior Center/Library facility and a drop-in meeting in January regarding the park component of the project.
- McGill and Associates is working on plans for the next phase of the Municipal Complex Improvements, which focus on amenities at McAllister Field.
- The Town has been awarded the 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 has been signed and RFP sent out to grading contractors for the work.
- 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 executed. The State Historic Preservation Office is currently reviewing the draft RFP for the National Register Survey/Nomination Form update.
- The agreement with Duke Energy to study of utility burial and relocation in downtown has been executed, and the study is underway.

Transportation

- CMAQ funding for sidewalks, curb & gutter, and widening to accommodate bike sharrows on N. Washington Street has been approved. Town Staff is working with NCDOT on project schedule.
- Opticom emergency preemption signalization will be installed within the next month at the intersection of Highway 73 and Main Street. NCDOT stated that the use of protected left turns from Main Street onto Highway 73 was not warranted at this time.
- Town staff and contract engineer are working to compile a list of needed sidewalk repairs and street paving, based on scoring and funding availability.

January and February 2022 (to date) Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2022-01	1/10/2022	5670-24-4242	1325	N. Main St.	Addition	Deck Addition	Scott O'Loughlin	
Z-2022-02	1/24/2022	5670-23-1121	1476	S. Main St.	CoC, Sign	Michele Burns Esthetics	Darin Burns	CoC✓

2 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2022-03	2/1/2022	5670-22-0332	1550	S. Main St.	Accessory	Swimming Pool	Blue Haven Pools	
Z-2022-04	2/10/2022	5670-42-8801	1466	B St.	New	Two-family residential (duplex)	Hunter Carter	
Z-2022-05	2/10/2022	5670-42-7812	1472	B St.	New	Two-family residential (duplex)	Hunter Carter	
Z-2022-06	2/10/2022	5660-84-6113	1123	South Skyland	New	Single-family home	Denise Chinchilla	

4 Zoning Permits

MEMORANDUM

To: Mayor and Town Board

From: Jeff Watts, Code Enforcement

Date: Feb 2, 2022

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

New:

- 1455 C St. – Notice of Violation sent regarding junk cars.
- 7570 Hwy 73 – Notice of Violation sent regarding permits.
- 1117 S Skyland – Notice of Violation sent regarding permits and MPDO violations.
- 2351 Mt. Pleasant Rd. South – Notice of Violation sent regarding MPDO violation.
- 2001 Mt. Pleasant Rd. South – Notice of Violation sent regarding MPDO violation.

Update:

- 7049, 7055 NC Hwy 73 - 7913, 7921, 7931 W Franklin St. – 867, & 871 N Skyland Dr – Notice of UDO violations sent. – Junk Cars. Cars removed by owner. Closed.
- 1550 S Main – Property sold. Corrected by new owner. Closed
- 7570 Hwy 73 – Property sold to new owner. Closed. New case opened with new owner.
- 402 N Main St. – Corrected by owner. Closed
- 116 N Main St. - Turned over to Cabarrus County Health Alliance for leaking septic system.

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 time line on how long it may take.
- 1765 Garmin 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.
- 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

MEMORANDUM

To: Mayor and Town Board

From: Lane Bost , Public Works

Date: February 14, 2022

RE: Please find listed below an update / overview for the month of January 2022

New:

- Completed monthly meter reads
- Water Cut-Offs
- Responded to 5 pump station alarm calls
- Responded to 4 customer calls
- Picked up 8 dump truck loads of brush which equals 96 cubic yards of brush
- Completed 27 work orders for various issues
- Picked up 7 trailer loads of leaves which equals 70 cubic yards of leaves
- Worked on Summer St pump station 2 days
- Worked on Mountain Brook pump station twice
- Fixed water leak on Allman Road Extension
- Installed water and sewer taps 8525 Circle Dr
- Installed water and sewer taps for 8600 and 8610 North Dr

On going:

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

Board Report for January 2022

- Ladder 19 is still out of service awaiting the part to be manufactured.
- New warning lights have been purchased and installed to replace the non-working lights on Rescue 19.
- Currently working on next year's budget.
- Awaiting the yearly turnout gear order to arrive.
- The building committee met with Bill Milligan last week to finalize the plans and are now awaiting him to send the revision back to me.
- New attack hand lines and nozzles have been ordered for Engine 1 to replace the out of date ones that are currently on it.
- Supplemental insurance companies are scheduled to come on March 3rd at 7pm to speak with the membership.
- Ordered 20 new handheld radio batteries to replace the ones that do not currently hold a charge.
- Attached is the January activity report.
- We purchased a gym membership from Tiger Gym that will allow the on-duty crews day or night to go work out while they are on shift.
- We've had a busy month responding to multiple working fires in and close to our district and a total of 91 calls all together, and 132 total responses¹.

We as a department would like to thank each of you for the continued support for us and our future needs.

*Dustin Sneed
Fire Chief
Mt. Pleasant Fire Dept.*

MT. PLEASANT FIRE DEPARTMENT

TOTAL INCIDENT NUMBERS

January 2022

Total Incidents – 91

Total Responses for Incidents – 132

Total Overlapping Calls – 1 Call(s) that overlapped each other

Incidents by Shift

- Day (0700 – 1900) – 48
- Night (1900 – 0700) – 43

Average Response Time for 1st Arriving Unit on Scene – 03:57

This is an average of Emergency, Non-Emergency, Cancelled and walk-up calls

Incident by District

Mt. Pleasant (Rural)	45	Allen	1
Mt. Pleasant (Town)	35	Coldwater	3
Gold Hill	2	Georgeville	2
West Stanly	0	Northeast	0
Richfield	0	Rimer	2
Ridgecrest	0	Millingport	1
Harrisburg	0	Midland	0
Rockwell Rural	0	New London	0

Unit Response Numbers

Engine 1	5	Engine 19	76
Ladder 19	0	Rescue 19	8
Tanker 1	0	Tanker 19	7
Medic 1	5	Brush 19	12
MP 9	4	MP 10	1
MP 11	0	MP 12	0
MP 13	0	MP 14	0
MP 15	0	MP 16	0
MP 17	0	POV	14
Station	0		

Type of Alarm

Severe weather	4	Structure Fire	4
Medical Alarms	4	Vehicle Fire	2
Service Call	5	Land Search	0
Electrical Hazard	0	Medical Call	54
Hazmat/Fuel Spill	1	MVA	0
Mutual Aid/Assist	0	Carbon Alarm	0
Outside Fire	4	Lifting Assistance	6
Smoke Investigation	0	Lock Out	1
Landing Zone	0	Stand By	0
Commercial Alarm	2	Residential Alarm	0
Vehicle W/injuries	2	Vehicle no injury	1
Vehicle / Pin In/Entra	1	Lighting Strike	0
Water Rescue	0	Gas Leak	0
Aircraft Emergency	0	Rescue	0

Cabarrus County Sheriff's Office

Law Calls for Service

253 / Mt Pleasant

11/01/2021 - 01/31/2022

OFFICER-INITIATED

	Nov-21	Dec-21	Jan-22
Total	883	697	931
50 B OR C	2	1	0
ALL ANIMAL CONTROL CALLS	0	1	0
ANIMAL CONTROL FOLLOW UP	2	1	0
ASSAULT	1	0	0
CIVIL PROCESS	6	10	7
COMMUNICATING THREATS	0	1	1
DIRECT TRAFFIC	0	0	2
DISPUTE (ANYONE)	0	2	0
EVICITION	0	1	1
FOLLOW UP	4	0	2
IMPROPERLY PARKED VEH	2	1	4
INFORMATION	0	0	1
INVESTIGATION	2	2	0
LARCENY	0	0	1
OPEN DOOR	1	0	0
ROAD HAZARD	0	1	1
SCHOOL INVEST	1	0	0
SECURITY CHECK	751	595	789
SERVICE CALL LAW	0	2	1
SPECIAL EVENT	3	3	4
SRO	1	0	0
SRO ASSIST ADMIN	0	0	6
SRO INVESTIGATION	0	4	1
SRO MENTOR/COUNSEL	0	0	2
SRO PARENT MEETING	0	0	1
SRO SAFETY CHECK	0	0	7
STRANDED MOTORIST	2	0	1
STRUCTURE FIRE	0	1	0

	Nov-21	Dec-21	Jan-22
SUSPICIOUS SUBJECT	1	1	1
SUSPICIOUS VEHICLE	4	3	1
TRAFFIC ACC PROPERTY DAMAGE	1	0	1
TRAFFIC STOP	98	67	95
TRESPASSING	0	0	1
WARRANT	1	0	0

DISPATCHED

	Nov-21	Dec-21	Jan-22
Total	42	66	38
ALL ANIMAL CONTROL CALLS	0	1	3
ASSAULT	0	1	0
ASSAULT VICTIM	0	1	0
ASSIST CONCORD POLICE	0	1	0
ASSIST EMS	1	3	2
ASSIST SHP	0	1	0
ATTEMPT TO LOCATE	1	1	2
BREAKING AND ENTERING OF RESD	0	2	0
BREAKING ENTER OF VEHICLE	0	0	1
BURGLAR ALARM	14	2	2
CAC BITE	0	0	1
CAC WELFARE CHECK	0	1	0
CARELESS RECKLESS DRIVING	0	4	1
CELL PHONE 911 HANGUP	0	0	1
COMMITMENT PAPERS	0	2	0
COMMUNICATING THREATS	0	1	0
DEATH	0	0	1
DISCHARGE FIREARMS	0	1	0
DISPUTE (ANYONE)	4	4	4
DOMESTIC DISTURBANCE	0	3	1
DRUG INVESTIGATION	0	1	0
FRAUD / FORGERY	0	1	0
GUNSHOT WOUND	1	0	0

	Nov-21	Dec-21	Jan-22
IMPROPERLY PARKED VEH	0	0	1
INFORMATION	1	1	1
INTOXICATED DRIVER	0	1	0
LARCENY	1	0	0
LIVESTOCK	1	0	0
MISSING PERSON OR RUNAWAY	0	1	0
OVERDOSE / POISONING	0	1	1
PROPERTY DAMAGE	1	0	1
PROWLER	0	1	0
RECOVERED PROPERTY	1	0	0
ROAD HAZARD	1	1	0
SECURITY CHECK	2	2	0
SERVICE CALL LAW	2	5	1
SRO	0	1	0
SRO INVESTIGATION	0	1	0
STABBING	0	0	1
STRANDED MOTORIST	1	1	0
STRUCTURE FIRE	0	0	1
SUSPICIOUS SUBJECT	3	5	2
SUSPICIOUS VEHICLE	2	5	3
THREATENING SUICIDE	1	0	1
TRAFFIC ACC PROPERTY DAMAGE	4	4	4
TRAFFIC ACCIDENT PI	0	1	0
TRESPASSING	0	1	0
WELFARE CHECK (PERSON)	0	3	2

Total Disp. CFS: 38

Event #	Date / Time	Street	Case #	Call Source
ALL ANIMAL CONTROL CALLS 3				
22-001756	01/04 00:10	OLDENBURG DR		PHONE
22-002029	01/04 12:07	OLDENBURG DR	22-0104-0010	PHONE
22-014184	01/24 09:19	E FRANKLIN ST		PHONE
ASSIST EMS 2				
22-010234	01/18 00:59	NC HWY 49 N		PHONE
22-010265	01/18 02:06	NEW ST		PHONE
ATTEMPT TO LOCATE 2				
22-010832	01/18 22:01	SUMMER ST		PHONE
22-016291	01/27 13:55	NC HWY 73 E		PHONE
BREAKING ENTER OF VEHICLE 1				
22-004689	01/08 14:53	MALIBU RD	22-0108-0008	PHONE
BURGLAR ALARM 2				
22-005099	01/09 13:11	W FRANKLIN ST		PHONE
22-009275	01/15 21:35	ALISH TR		PHONE
CAC BITE 1				
22-000252	01/01 11:11	ENCHANTED LN	22-0101-0004	PHONE
CARELESS RECKLESS DRIVING 1				
22-004765	01/08 18:48	E FRANKLIN ST/N MAIN ST		PHONE
CELL PHONE 911 HANGUP 1				
22-010113	01/17 21:08	NC HWY 49 N		PHONE
DEATH 1				
22-013161	01/22 10:42	PAGE ST		PHONE
DISPUTE (ANYONE) 4				
22-002311	01/04 19:43	S MAIN ST		PHONE
22-009953	01/17 15:19	ROSS CIR		PHONE
22-009997	01/17 17:14	LEE ST		PHONE
22-011930	01/20 12:10	E FRANKLIN ST		PHONE
DOMESTIC DISTURBANCE 1				
22-011863	01/20 10:03	E FRANKLIN ST	22-0120-0005	PHONE
IMPROPERLY PARKED VEH 1				
22-015752	01/26 18:17	N MAIN ST		PHONE
INFORMATION 1				
22-001266	01/03 09:13	NC HWY 49 N		PHONE
OVERDOSE / POISONING 1				
22-015773	01/26 19:00	W FRANKLIN ST	22-0126-0013	PHONE
PROPERTY DAMAGE 1				
22-001284	01/03 09:40	NEW ST/SUMMER ST	22-0103-0004	PHONE
SERVICE CALL LAW 1				
22-000421	01/01 17:20	NC HWY 49 N		PHONE

253 / Mt Pleasant

STABBING							1
22-000589	01/02	01:08	C ST			22-0102-0001	PHONE
STRUCTURE FIRE							1
22-014087	01/24	07:40	WALKER RD				PHONE
SUSPICIOUS SUBJECT							2
22-003299	01/06	11:02	N MAIN ST				PHONE
22-017371	01/29	08:14	NC HWY 49 N				PHONE
SUSPICIOUS VEHICLE							3
22-001134	01/03	03:35	N MAIN ST/NC HWY 49 N				PHONE
22-016581	01/28	05:21	BARRINGER DR				PHONE
22-017434	01/29	09:47	WADE ST/B ST				PHONE
THREATENING SUICIDE							1
22-017719	01/29	20:27	W FRANKLIN ST				PHONE
TRAFFIC ACC PROPERTY DAMAGE							4
22-000466	01/01	19:24	W FRANKLIN ST				PHONE
22-009097	01/15	16:20	NC HWY 49 N				PHONE
22-012666	01/21	14:05	E FRANKLIN ST			22-0121-0007	PHONE
22-018140	01/30	13:55	E FRANKLIN ST			22-0130-0005	PHONE
WELFARE CHECK (PERSON)							2
22-010079	01/17	20:19	NC HWY 49 N				PHONE
22-011671	01/20	02:56	WALNUT ST				W911

Mount Pleasant

North Carolina

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NOTICE OF PUBLIC HEARING

The Town of Mount Pleasant Board of Commissioners will hold a public hearing at the regular meeting on **Monday, February 14, 2022 at 6:00PM** in the Meeting Chamber of Town Hall, 8590 Park Drive, Mount Pleasant, NC 28124 regarding the following item:

TA 2021-04 Home Occupation Regulations

Administration-initiated amendment to update home occupation regulations to allow for more home-based businesses in residential districts and provisions for the storage of heavy equipment as part of a home occupation. Affected Sections of MPDO: 5.4.2, Appendix A.

All interested persons are invited to attend. Please call Mount Pleasant Town Hall at 704-436-9803 if you have questions or need special accommodations for the meeting. Hearing impaired persons desiring additional information or having questions regarding this subject should call the North Carolina Relay Number (711 or 800-735-2962).

Publish dates: Fridays, February 4 and February 11

Town Board of Commissioners Meeting

Town Hall - 8590 Park Drive Mount Pleasant, NC

Monday, February 9, 2022

6:00 PM

To: Mayor Eudy and Town Board of Commissioners
From: Erin S. Burris, AICP, Planning & Economic Development Director
Date: February 9, 2022
Subject: TA 2021-04 Home Occupations

A. BACKGROUND

Applicant: Town of Mount Pleasant

Affected Sections of MPDO: Section 5.4.2, Appendix A

To respond to evolving changes in working environments and the increase in businesses that are increasingly operated from residents' homes, the proposed text amendments are proposed to update home occupation regulations, expand permitted home occupations, clarify certain home occupations already permitted, permit home occupations in accessory structures, and provide provisions for the storage of heavy equipment for home occupations in the AG and RL zoning districts.

Below are proposed associated amendments to definition of home occupation (Appendix A of the MPDO) to allow provisions for use of accessory structures and heavy equipment:

- HOME OCCUPATION - Any occupation or profession or business activity customarily conducted on a residential property ~~entirely within a dwelling unit~~ and carried on by a member of the family residing therein, and which occupation or profession is clearly incidental and subordinate to the use of the dwelling-unit property for dwelling purposes and does not change the character thereof, and contains no mechanical equipment except for that which is customarily used for domestic, hobby, or household purposes. A home occupation is an accessory use to a dwelling unit.

- HEAVY EQUIPMENT - ~~Large equipment including, but not limited to: trucks with greater than a one and one half ton rating,~~ Earthmoving, construction, or industrial equipment that is mobile, self-propelled, not designed to be driven on a highway, and exceeds 25,000 pounds.

B. RELATIONSHIP TO ADOPTED PLANS & POLICIES

The Economic Development Goal of the Town's Comprehensive Plan is to attract and retain a variety of businesses and light industry to promote a robust and diverse economic base and employment opportunities for residents.

C. STAFF RECOMMENDATION

Staff recommends review of the proposed amendments.

D. PLANNING & ZONING BOARD RECOMMENDATION

The Planning & Zoning Board voted to **Recommend Approval**. The Planning & Zoning Board finds that proposed amendments are consistent with the Economic Development Goal of the Town's Comprehensive Plan and reflect prevailing changes in the economy.

E. TOWN BOARD ACTION REQUESTED

The Town Board is requested to review and take action on one of the following items:

- **Approval and consistent:** The Town Board finds that proposed amendments are consistent with the Economic Development Goal of the Town's Comprehensive Plan and reflect prevailing changes in the economy.
- **Approve and not consistent:** The Town Board finds that the proposed amendments are not consistent with the Comprehensive Plan as adopted, but finds the proposed amendments to be reasonable and in the public interest and amends the Comprehensive Plan with this action to establish consistency.
- **Deny and not consistent:** The Town Board finds that the proposed amendment is not consistent with the Comprehensive Plan and does not consider the action to reasonable and in the public interest.
- **Defer:** The amendment needs additional consideration.

F. ATTACHMENTS

1. Section 5.4.2 with proposed amendments

5.4.2. HOME OCCUPATIONS

5.4.2.1. Purpose

- A. A home occupation is permitted as an accessory use [to a residential principal use](#) in the districts shown in Table 4.6-1 (see Article 4) and in the PUD Districts. The purpose of the home occupation regulations and performance standards are:
- to establish criteria for operation of home occupations [in dwelling units](#) within residential districts;
 - ~~to permit and regulate the conduct of home occupations as an accessory use in a dwelling unit, whether owner or renter occupied;~~
 - to ensure that such home occupations are compatible with, and do not have a deleterious effect on, adjacent and nearby residential properties and uses;
 - to ensure that public and private [services infrastructure](#) such as streets, sewers, water or utility systems are not burdened by the home occupation to the extent that usage exceeds that normally associated with residential use;
 - to allow residents of the community to use their residences as places to enhance or fulfill personal economic goals, under certain specified standards, conditions and criteria;
 - to enable the fair and consistent enforcement of these home occupation regulations; and
 - to promote and protect the public health, safety and general welfare.
- B. No home occupation, except as otherwise provided herein, may be initiated, established, or maintained except in conformance with the regulations and performance standards set forth in this Section.

5.4.2.2. Exempt Home Occupations

The following uses are exempt home occupations and do not require a Zoning Permit:

- Artists, sculptors, composers not selling their artistic product to the public [and not holding instruction](#) on the premises;
- Craft work, such as jewelry-making and pottery with no sales permitted on the premises;
- Home offices with no client visits to the home [permitted](#);
- Telephone answering and message services

5.4.2.3. ~~List of Home Occupations~~ [Permitted](#)

The following list specifies those occupations that may be conducted at home [with the issuance of a Zoning Permit](#). The home occupations permitted herein are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level. [In general, no retail sales are permitted as part of a home occupation.](#)

- Accounting, bookkeeping
- Appraisal
- Low-volume baking and canning
- ~~Lawn-care~~ [Landscaping](#) services
- Legal services
- Real estate [office sales](#)
- Insurance [office sales](#)
- Childcare (see Section 5.5.2)
- Tailoring (dressmaking, alterations, etc.) services
- Catering, baking, [and low volume food production](#) (subject to health department and/or department of agriculture approval)
- Engineering, architecture, drafting, and landscape architecture services
- Financial planning & investment services
- Fine arts studio (creation of individual works only, no mass production)

- [Photography studio](#)
- [Graphic arts/digital publishing services](#)
- Interior decoration (~~no studio permitted~~)
- Low-volume mail order or internet-based business
- [Visual and performing arts instruction with up to eight \(8\) students per day musical instruction, \(i.e. painting, pottery, voice, instruments, dance\) provided that no amplified sound can be heard off-premises](#)
- [Sports/fitness instruction with up to eight \(8\) students per day \(i.e. yoga, karate, gymnastics\)](#)
- Tutoring
- Office work
- [Animal services/pet grooming \(no boarding\)](#)
- [Personal service uses \(massage therapy, beauty shop, esthetician\)](#)
- [Federal firearms licensed professional \(no retail sales\)](#)
- [Contractor offices](#)
- Similar, low impact endeavor as determined by the Administrator

5.4.2.4. Home Occupations Not Permitted

The following Uses shall not be permitted as home occupations in Residential Zoning Districts:

- [Animal boarding and outdoor kennels](#)
- Medical, dental, [chiropractic, optical, and health care offices](#)
- Motor vehicle repair or similar uses
- Temporary or permanent motor vehicle display for purposes of sale or lease, restoration or conversion,
- Automotive or engine repair
- ~~Gymnastic facilities or dance studios~~
- Outdoor recreation activities
- Medical/~~cosmetic~~ facilities for animals including animal care or boarding facilities
- Machine shop/~~metal working~~
- Retail sales
- ~~Contractor's shops~~
- Mortuaries/[crematories](#)
- Body piercing and/or painting, tattoos
- ~~Any type of physical or psycho therapy~~
- Any other use not allowed in accordance with 5.4.2.2.

5.4.2.5. Unsafe Home Occupations

If any home occupation has become dangerous or unsafe, or presents a safety hazard to the public, pedestrians on public sidewalks or motorists on public right-of-way, or presents a safety hazard to adjacent or nearby properties, residents or businesses, the Administrator shall issue an order to the dwelling owner and/or tenant on the property on which the home occupation is being undertaken directing that the home occupation immediately be made safe or be terminated. The property owner and/or tenant shall be responsible for taking the necessary corrective steps or measures, but in the event of a failure to do so by the owner and/or tenant, after notice and a reasonable period of time, the Administrator may take any and all available enforcement actions to render the home occupation and dwelling safe. Costs incurred by the Administrator, if forced to take enforcement actions, shall be borne by the property owner and shall be treated as a zoning violation pursuant to Section 1.6 of this Ordinance.

5.4.2.6. Expiration of Home Occupation Permit

The Home Occupation Permit shall lapse automatically if the property is used for non-residential purposes, [if the provisions of this ordinance are not followed](#), if the dwelling is sold or rented, if the home occupation operator dies, or if the home occupation is discontinued for a period of 180 days or more and is not renewed within 30 days after written notice from the Administrator.

5.4.2.7. Performance Standards

Home occupations are authorized if they comply with the performance standards set forth in Table 5.4.1. A check mark "✓" indicates that the performance standard applies in the applicable district.

- A. The following performance standards shall apply to all home occupations unless otherwise stated in Section 5.4.2.8 for rural home occupations:
1. The use shall be clearly incidental and secondary to residential occupancy, shall not change the residential character of the dwelling, and shall conform with all applicable local, state, and federal regulations.
 2. The use shall be conducted entirely within the interior of the residence ~~and shall not be located in an or an accessory structure compliant with the standards of this Ordinance and the provisions below:~~
 - The accessory structure meets the principal structure setbacks for the zoning district in which the property is located.
 - The accessory structure is located in the rear yard of the property.
 - The accessory structure does not exceed the lesser of the size of the dwelling or 2,000 square feet.
 3. A full-time resident operator shall be employed in the home occupation.
 4. At no time shall more than one (1) non-resident employee shall be permitted on the property.
 5. Not more than 6 8 clients per day (~~limit 1 visit per day per each client~~) are permitted to visit home occupation. Hours for visits shall be between the 8:00 AM and 8:00 PM.
 6. Not more than 25% of the gross floor area of the principal dwelling structure shall be utilized for the home occupation. If the home occupation is located in an accessory structure, the total area for the home occupation shall not exceed 25% of the gross floor area of the principal dwelling structure.
 7. Childcare home occupations shall have a maximum of 6 or fewer children (see Section 5.5.2).
 8. Demonstrate that public facilities and utilities are adequate to safely accommodate equipment used for home occupation.
 9. Storage of goods and materials shall be inside of an enclosed structure and shall not include flammable, combustible or explosive materials.
 10. Parking shall be provided ~~only in driveway on-site~~ and shall not create hazards or street congestion. A minimum of one (1) additional parking space shall be required for a home occupation, and at no time shall a home occupation cause there to be vehicles parked on the street where there is not marked on-street parking.
 11. ~~Outside~~ Storage of heavy equipment of more than 25,000 pounds or material shall be prohibited as part of a home occupation. Equipment of up to 25,000 pounds associated with a home occupation may only be stored on properties a minimum of one (1) acre in size in the AG and RL zoning districts. No more than two (2) pieces of equipment per acre, up to a maximum of six (6) pieces of equipment and associated hauling trailers, shall be located on the property at any one time. Such equipment shall be stored a minimum distance of the principal structure setbacks for the zoning district in which the property is located. Such storage that is less than 200 feet from the street right-of-way or adjacent residences shall be screened from view by an opaque buffer of landscaping and/or fencing that is at least the height of the equipment that it is screening. The total load of any heavy equipment and the vehicle and trailer that are hauling such equipment shall not exceed 63,000 pounds.

12. No more than three (3) commercial vehicles are to be stored on site or located on the property at any given time, provided the vehicles are owned/operated by the residents. No commercial vehicles may be stored on site on a regular basis which are not owned by persons residing on the premises.
13. No generation of dust, odors, noise, vibration, lighting, or electrical interference or fluctuation ~~shall be~~ that is perceptible beyond the property line.
14. Deliveries and pickups shall be those normally associated with residential services and shall not block traffic circulation and occur only between 8:00am and 8:00pm Monday-Saturday.

~~Obtain permits before operating home occupation, except those exempted under Section 5.4.2.5.
‡ provided all electronically amplified sound is not audible from adjacent properties or public streets.~~

5.4.2.8. Rural Home Occupations

- A. The following home occupations shall be permitted in the AG (Agriculture) zoning district in addition to those specified in Section 5.4.2.3 herein:
 1. Auto and engine repair work (storage of six (6) vehicles or less)
 2. Contractor's and trade shops, indoor operations only, including electrical, plumbing, and mechanical
 3. Machine and welding shops
 4. Animal services with indoor boarding (no outdoor kennels)
 5. All home occupations permitted in the AG (Agriculture) District shall comply with the criteria of Section 5.4.2.7 Table 5.4.1 not inconsistent with this Section.
- B. Outdoor storage shall comply with the following standards:
 1. Storage shall be limited to materials related to the business and shall not involve any hazardous materials.
 2. Outdoor storage areas shall comply with Section 11.7 of this Ordinance and shall not occupy an area of land exceeding 80 square feet.
 3. Materials shall not be stacked to a height exceeding four (4) feet and shall not be visible from the public right-of-way or an adjacent lot or parcel zoned or occupied for residential use. Any screening required to comply with this subsection shall be accomplished by using wood or masonry fencing or a vegetative hedge.

~~Where a home occupation is conducted in an accessory building, such accessory building shall not exceed the lesser of the following:~~

- ~~1. The square footage of the footprint of the dwelling, or~~
- ~~2. 2,000 square feet.~~

- C. Nonresident employees may work in the home occupation as follows:
 1. Up to 1,000 square feet of floor area - one nonresidential employee
 2. 1,000 and over square feet of floor area – two (2) nonresident employees

For the purpose of this subsection, "floor area" refers to the gross floor area of the entire Dwelling Unit, and not the floor area devoted to the Home Occupation.

~~The rural home occupation shall not create any smoke, odors, dust, or noise at a level discernable at any of its lot lines.~~

Mount Pleasant

North Carolina

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Agenda Item:

Ryan Shaver of the North Carolina Masonry Contractors Association would like to address the Board.

Narrative:

Ryan Shaver would like to speak to the Board about the possibility of moving the headquarters for the North Carolina Masonry Contractors Association to Mount Pleasant. Their headquarters is currently in Hickory and Mr. Shaver would like to relocate that office to Mount Pleasant sometime in the next year or so.

Recommendation:

Open

Mount Pleasant

North Carolina

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Agenda Item:

Discussion on having beer/wine sales at Independence Celebration

Narrative:

The Town of Mount Pleasant will be having its Independence Celebration on Saturday, June 25th. As in the past, we ask for the Board's direction on allowing alcoholic beverages at a Town sponsored event. We have will to apply for a special one-time ABC permit in order to sell alcoholic beverages at an event, events coordinator has to have a background check, and we always ensure we have sufficient deputy coverage.

Recommendation:

Open

Town Board of Commissioners Meeting

Town Hall - 8590 Park Drive Mount Pleasant, NC

To: Mayor Eudy and Town Board of Commissioners
From: Erin S. Burris, AICP – Planning & Economic Development Director
Date: February 14, 2022
Subject: FIP 2021-01 Dance Trap Façade Improvement Program Request

A. BACKGROUND

Applicant/Property Owner: Jane Bost (Mrs. Marvin Bost)
PO Box 112
Mount Pleasant, NC 28124
Property Location: 8345 W. Franklin Street
Property Parcel Number(s): 5670-23-0511
Property Size: approximately 0.20 acres
Zoning District: CC Center City

Based on the criteria set forth in the Façade Improvement Program, the applicant is proposing a Tier 1 façade project for 50% reimbursement up to \$10,000 for façade improvements to include the following:

- Removal of front porch and repair/replacement of board-and-batten siding
- Replace entry doors
- Restore storefront window (old Eagle Grocery Store)
- Add awnings
- Paint front walls with neutral color and paint trim

B. APPROVAL CRITERIA

The Façade Improvement Program is an incentive-based measure. It is intended to encourage and provide an economic incentive for the renovation of building facades in Mount Pleasant, implementation of commonly accepted design standards for the rehabilitation of historic buildings; and enhancement of the character of Mount Pleasant. The application meets the criteria of the program as outlined below:

- The property is eligible for the program and is currently up to date on all property taxes.
- The proposed improvements meet the requirements of the Mount Pleasant Development Ordinance.
- The proposed improvements meet all of the requirements of the Secretary of Interior Standards for Rehabilitation, to the greatest extent possible and will restore a historic storefront of the old Eagle Grocery Store.
- An estimate for the proposed work has been provided.

Total estimated project cost is \$31,709.83 (attached). The Town would provide a 50% match up to \$10,000 total in exchange for the property owner maintaining and leaving the improvements in place for a minimum of five (5) years. A rendering of the proposed improvements has been provided by Benchmark Planning that produced the drawing at the request of the Town.

C. STAFF COMMENTS

Staff recommends approval of the requested Tier 1 Façade Improvement Project for a 50% match up to \$10,000 to include the following work:

- Removal of front porch and repair/replacement of board-and-batten siding
- Replace entry doors
- Restore storefront window (old Eagle Grocery Store)
- Add awnings over doorway and windows on addition
- Paint front walls with neutral color and paint trim

In accordance with program requirements, prior to reimbursement, all receipts shall to be provided upon completion of the project and all work shall be completed as approved, unless any minor deviations are approved in writing by the Planning & Economic Development Director. Additionally, the property owner will be required to sign a façade maintenance agreement providing the Town assurance that the improvements shall be maintained and remain in place for a minimum of five (5) years. If the agreement is not adhered to, then the applicant shall return the project funds to the Town or be assessed for such.

The current balance of the Façade/Mural fund is \$18,547.13 (after pending expenditures). Following reimbursement for this request, the balance is estimated at \$8,547.13.

D. PROCEDURES & ACTIONS

The Town Board of Commissioners is requested to either approve or deny the Façade Improvement request in accordance with the parameters of the Façade Improvement Program.

E. ATTACHMENTS

1. Application
2. Existing building
3. Rendering
4. Cost estimate

Town of Mount Pleasant Façade Improvement Program Application

8590 Park Drive, Mount Pleasant, NC 28124
704-436-9803

Information

Date of Application: 1-6-22

Applicant Name Jane Eudy Bost
Property Owner Name Jane Eudy Bost
Business Owner Name (if different) _____
Business Name _____
Phone # 704-436-9651
Street Address 8345 WEST FRANKLIN STREET MT Pleasant, NC 28124
Business Mailing Address PO Box 112
MT Pleasant, NC 28124

Use of Building

Current use of building: Dance Trap Dance Studio
Proposed use of building: Dance Trap Dance Studio

Description of Proposed Project (Attach colored drawing, sketch, or conceptual image of proposed renovations, specifically identifying changes and paint color for each detail of the building, along with a photo of the building as it currently exists.):

Remove Porch from addition, restore Eagle Grocery Storefront, add awnings over addition entry door + windows, replace entry doors, repair/replace board + batten on addition

Program Tier Requested (#1=\$10,000, #2=\$5,000, #3=\$2,500) \$10,000 #1

Total Estimated Cost of Façade Renovation (attach contractor, architect, and or engineer estimates, as applicable): \$31,709.83

Checklist for Complete Application

- 1) I have read the Town of Mount Pleasant Façade Improvement Program Outline and fully understand that upon application approval, I agree for the property owner to sign a maintenance agreement for the specified time period for the Program Tier: Tier 1-five (5) years, Tier 2-three (3) years, Tier 3-two (2) years.
- 2) The owner's written permission is attached, if applicable. N/A
- 3) Cost estimates, photos, drawings, and renderings, including color scheme and sign design for project are attached.
- 4) I understand the Façade Improvement Program must be used in the manner described in this application, and the application must be reviewed and approved by the Town Board of Commissioners prior to commencement of any project. I understand that failure to comply with the approved application may result in a forfeiture of all program funds. Funds will be paid up to 30 days after work-related receipts have been submitted to Town Hall.

Applicant's Name Printed: Jane E. Bost

Applicant Signature: Jane E. Bost Date: January 6, 2022



BENTLEY TRUCK
83466

Bentley Chevrolet
www.bentleychevy.com
704-436-7021





ESTIMATE

DANCE TRAP ESTIMATE

Common Grounds Management
8628 LEE STREET
Mount Pleasant, North Carolina 28124
United States

704-305-8456
www.commongroundsmanagement.com

BILL TO
WHATBURGER
ANDREA RILLOTA
PO BOX 112
MOUNT PLEASANT, North Carolina
28124
United States

704-941-5196
wab13andrea@gmail.com

Estimate Number: 11161

Estimate Date: December 6, 2021

Expires On: December 6, 2021

Grand Total (USD): \$31,709.83

Services	Quantity	Price	Amount
#1 REMOVE THE FRONT PORCH FROM THE ADDITION PART OF BUILDING (RIGHT)	1	\$0.00	\$0.00
#2 LEVEL THE PROJECTING PARAPET ON THE ADDITION PART OF THE BUILDING (RIGHT)	1	\$0.00	\$0.00
#3 REMOVAL OF LARGE SHINGLED AWNING FROM THE ORIGINAL EAGLE GROCERY PART OF THE BUILDING (LEFT)	1	\$0.00	\$0.00
#4 REPAIR/RESTORE WINDOW OF ORIGINAL EAGLE GROCERY BUILDING (LEFT) (UNDERNEATH THE SHINGLED AWNING)	1	\$0.00	\$0.00
#5 REPLACE BOTH FRONT ENTRY DOORS (ONE SINGLE DOOR ON LEFT AND ONE DOUBLE DOOR ON RIGHT)	1	\$0.00	\$0.00
#6 PAINT THE FRONT WALLS AND WINDOW/DOOR TRIM OF THE BUILDING WITH STANDARD EXTERIOR PAINT (ORIGINAL EAGLE GROCERY BUILDING AND ADDITION)	1	\$0.00	\$0.00
#7 INSTALL CANVAS AWNINGS OVER ADDITION ENTRY DOOR AND WINDOWS	1	\$0.00	\$0.00



ESTIMATE

DANCE TRAP ESTIMATE

Common Grounds Management
 8628 LEE STREET
 Mount Pleasant, North Carolina 28124
 United States

704-305-8456
www.commongroundsmanagement.com

Services	Quantity	Price	Amount
#8 REMOVE AND REPLACE BOARD AND BATTEN AT CONCRETE (WE WILL BE DOING BOARD AND BATTEN INSTEAD OF STUCCO).	1	\$0.00	\$0.00
#9 CONCRETE WALKWAYS AS ON DESIGN	1	\$0.00	\$0.00
NOTE NOT INCLUDED:	1	\$0.00	\$0.00
1)ROOF REPAIR AFTER PARAPET WALL REMOVAL.			
2) SINAGE TO BE CONTRACTED SEPARATELY.			
3) LIGHTING NOT INCLUDED IN PRICE			
TOTAL TOTAL OF EVERYTHING TO BE DONE.	1	\$31,709.83	\$31,709.83
		Total:	\$31,709.83
		Grand Total (USD):	\$31,709.83

Notes / Terms

Instructions for Estimates/quotes:

ALL estimates must be signed, dated, and emailed back to us. This will ensure that you are agreeing with all our terms and conditions and we can get your job scheduled.

We accept the following payment options:

- bank transfer
- check (made out to "Common Grounds Management")
- cash
- card using our system. (Please inform us PRIOR to paying with card, as we will have to add a service fee for using this system). The fee charged is because our system charges us and we do not get the full payment from you!!

As always, if you have any questions/concerns, please reach out to us at any time!

Thank you.
 -CGM team

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Discuss dates for Budget Workshop

Narrative:

The Town Board is currently scheduled to have the annual Budget Workshop on March 5th from 8am-noon. Town Staff has been focused on Water & Sewer projects the past month and would like to see if the Board would be willing to have the workshop on another Saturday.

Dates to consider are March 26th or April 2nd.

Recommendation:

Open

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Review and Discuss Wastewater Service Agreement with WSACC

Narrative:

WSACC has given the Town a Wastewater Service Agreement to review and sign. A copy of the Agreement follows the Agenda Item. Staff will discuss the agreement and ask the Board to make a decision on how to proceed.

Recommendation:

Open

WASTEWATER SERVICE AGREEMENT

This Wastewater Service Agreement (this “Agreement”), made and entered into as of the later of the dates of execution hereof by and among the Water and Sewer Authority of Cabarrus County, a public body politic and corporate of the State of North Carolina (“WSACC”), the City of Concord, North Carolina, a municipal corporation (“Concord”), the City of Kannapolis, North Carolina, a municipal corporation (“Kannapolis”), the Town of Harrisburg, North Carolina, a municipal corporation (“Harrisburg”), the Town of Mt. Pleasant, North Carolina, a municipal corporation (“Mt. Pleasant”), and the County of Cabarrus, North Carolina, a political subdivision (“Cabarrus County”) provides that;

WHEREAS, WSACC was organized under the provisions of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended (the “Act”), by the governing bodies of Concord, Kannapolis, Harrisburg, Mt. Pleasant and Cabarrus County (collectively the “Member Jurisdictions”) for the purpose of acquiring, constructing, operating and maintaining certain water and sewer system facilities;

WHEREAS, WSACC is governed by a Board of Directors comprised of representatives from the governing bodies of each of the Member Jurisdictions, which are its organizing jurisdictions;

WHEREAS, WSACC is the primary planning agent for water and sewer facilities, provides wholesale wastewater transportation and treatment for the Member Jurisdictions, and provides reservoir management for some, or all, of the Member Jurisdictions and plans for the provision of wholesale water and may, when tasked by the Member Jurisdictions, provide retail water and sewer service;

WHEREAS, in furtherance of such purpose, among other things, WSACC currently owns, operates and maintains the Rocky River Regional Wastewater Treatment Plant and certain related property (the “RRRWWTP”), and the Muddy Creek Wastewater Treatment Plant and certain related property (the “MCWWTP”), owns and maintains 148 miles of interceptor sewer lines and five (5) wastewater pump stations that provide services for the Member Jurisdictions (the “Existing Wastewater Disposal Facilities”);

WHEREAS, it appears that it will be necessary for WSACC to expand or improve its facilities to provide additional capacity to the Member Jurisdictions and to issue revenue bonds to finance a portion of the cost thereof; and

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, the parties hereto desire to enter into this Agreement in accordance with the Interlocal Act to establish certain terms and conditions with respect to the operation and maintenance of the Existing Wastewater Disposal Facilities, the expansion or improvement thereof and the provision of other improvements, the financing thereof and certain other matters;

NOW, THEREFORE, in consideration of mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE I

Certain Responsibilities of WSACC

Section 1.1 Operation and Maintenance of Sewer Facilities. WSACC shall operate and maintain the Existing Wastewater Disposal Facilities and any expansions or improvements thereof or other improvements for the collection, treatment or disposal of sewage which it owns or leases (collectively the "Sewer Facilities") so as to provide reliable treatment of sewage delivered to it pursuant to this Agreement and by any other Member Jurisdiction or other person, as defined in Section 162A-2(6) of the Act, with whom WSACC enters into an agreement for the treatment of sewage by WSACC.

WSACC shall accept sewage for treatment from each Member Jurisdiction and person with whom it has agreed to do so at such points of delivery on the Sewer Facilities as shall be agreed to by WSACC and such Member Jurisdiction or other person. WSACC shall operate and maintain the Sewer Facilities as a part of its water and sewer system in an efficient and economical manner, making necessary or appropriate repairs, replacements, expansions and improvements, consistent with principles of sound financial and operational management, and otherwise as hereinafter provided. Such principles are currently described in Financial Goals & Guidelines adopted by WSACC on May 19, 2016, and are subject to amendment by WSACC.

In connection with repairing, replacing, expanding and improving the Sewer Facilities, WSACC shall maintain a long-term capital improvement program, which it shall periodically update and may otherwise amend. Such capital improvement program is currently described in Capital Improvement Program FY 21-22 and Five Planning Years, adopted by WSACC on April 15, 2021.

WSACC shall operate and maintain the Sewer Facilities in accordance with the provisions of the Sewer Use Ordinance for the Rocky River Regional Wastewater Treatment Plant adopted by WSACC on August 18, 1994, as it may be amended from time to time by WSACC to be consistent with applicable laws and regulations of the State of North Carolina (the "State") and the United States of America and agencies thereof (the "Sewer Use Ordinance").

WSACC shall also observe the provisions of each Pretreatment Agreement entered into by it and a Member Jurisdiction or other person pursuant to the Clean Water Act of 1977 and 40 CFR Section 403 of the Federal Regulations (collectively the "Pretreatment Agreements") in operating and maintaining the Sewer Facilities.

In addition, WSACC shall observe the applicable provisions of the general trust indenture and series indenture under which WSACC will issue and secure its water and sewer system revenue bonds and notes (collectively the "Bond Indenture") in operating and maintaining the Sewer Facilities and WSACC's other facilities.

Section 1.2 Compliance with Applicable Law. WSACC shall comply with all National Pollutant Discharge Elimination System permit limits and conditions as well as all local, State or federal laws and regulations which are applicable to the operation, maintenance or use by it of the Sewer Facilities.

WSACC and the Member Jurisdictions each recognize that the services provided by WSACC under this Agreement are subject to governmental regulations and local, State and federal laws that change from time-to-time. This Agreement shall be read and interpreted in all cases to permit WSACC and the Member Jurisdictions to comply with applicable laws and regulations and the parties hereto agree to amend this Agreement if necessary to comply with such applicable laws and regulations.

Section 1.3 Revenues and Expenses. WSACC shall bill and collect revenues for sewage services, including sewage transportation and treatment services, provided by it to any Member Jurisdiction and other persons, including non-domestic surcharge customers. WSACC shall be responsible for paying all expenses incurred in connection with the operation and maintenance of the Sewer Facilities, except as may be otherwise provided herein or in any related agreement.

WSACC shall bill for its sewage services on the basis of rates, fees and charges established pursuant to Article III hereof and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. In connection therewith, WSACC shall provide meters to determine and record on a continuing basis the quantities of sewage delivered by any Member Jurisdiction or other person. Meters will be calibrated by WSACC or its contractor for accuracy not less than quarterly. At the request of any Member Jurisdiction, WSACC shall test any meter for accuracy at any time; provided, however, that should such meter prove to be accurate within a range of plus or minus five percent (5%), the cost of the meter test shall be borne by the requesting Member Jurisdiction. In the event any meter shall fail to record correctly the flow of sewage for any period of time, WSACC shall estimate the amount of flow on the basis of prior experience or other reliable information.

WSACC shall collect revenues for its sewage services in accordance with its collection policies, which WSACC may amend from time to time in its discretion, and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. The current collection policy of WSACC applicable to the Member Jurisdictions is described in WSACC's current annual budget.

Section 1.4 Acceptance of Wastewater. WSACC recognizes that a Member Jurisdiction must obtain approval from the North Carolina Department of Environmental Quality ("NCDEQ") of any proposed construction of new sewer lines, public or private, and that such approval can be granted only if WSACC can accept and treat the volume of sewage projected to be delivered through such lines. WSACC will adopt a policy in compliance with NCDEQ requirements as to accepting such sewage for treatment and provide a response to a Member Jurisdiction requesting

WSACC to treat such sewage in accordance with WSACC's Sewer Allocation and Commitment Policy, as it may be amended from time to time. WSACC will not accept sewage for treatment from any proposed sewer line unless the Sewer Facilities have sufficient capacity to treat such sewage.

Except as provided below, WSACC may enter into additional agreements to treat sewage as WSACC determines to be necessary or appropriate. Persons receiving service pursuant to such agreements will be billed for such service on an equitable basis as WSACC may determine, taking into account all users, and on the same basis as similar users, to the extent practicable.

Subject to the provisions of the Bond Indenture, WSACC shall seek to operate, maintain and develop such sewage disposal facilities as may be required under applicable law to meet the reasonable needs of each Member Jurisdiction or other person with whom it has agreed to treat sewage. WSACC will not intentionally impede the residential, commercial or industrial growth or development of any Member Jurisdiction by arbitrary or capricious discrimination against it in any expansion of its sewer system and, in the event that making sewage disposal facilities available to treat sewage from an area proposed to be annexed by a Member Jurisdiction is required by law as a condition to such annexation, WSACC will use its best efforts in good faith to provide such facilities or to assist such Member Jurisdiction to provide such facilities. In connection therewith, WSACC may agree to be responsible for such portion of the design, acquisition or construction of such facilities or other related work, the related costs, any related financing and such other matters as WSACC may determine to be appropriate. WSACC, however, reserves the right to limit the quantity of sewage accepted by it from any Member Jurisdiction or other person if such sewage, together with all other sewage accepted by WSACC, would, in the sole determination of WSACC, unreasonably burden the efficient operation of the Sewer Facilities. In all cases the provisions of this paragraph are subject to the Capacity Agreement, as defined in Section 4.12, and any similar agreement to be entered into by WSACC and the Member Jurisdictions.

WSACC will repair, replace, expand and improve the Sewer Facilities in accordance with its capital improvement program

Section 1.5 Charlotte Water. The Member Jurisdictions 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, and that such obligations may affect the available capacity of the Sewer Facilities.

ARTICLE II

Certain Responsibilities of Member Jurisdictions

Section 2.1 Delivery of Wastewater. Except as provided below, each Member Jurisdiction shall deliver to WSACC all sewage collected by it through its sewer system and shall not provide for the disposal of sewage collected by it in any other manner. Each Member Jurisdiction shall be responsible for the acquisition, construction, operation, maintenance and financing of all sewers and other facilities for the collection and delivery of sewage to WSACC, except to the extent that WSACC expressly agrees to share such functions or their costs.

Each Member Jurisdiction will also notify WSACC in writing and, upon request, confer with representatives of WSACC before agreeing to accept the sewage of any other Member Jurisdiction or other public entity which additional sewage would have to be treated by WSACC.

If a Member Jurisdiction is advised by WSACC that WSACC is unable to accept additional sewage because of insufficient capacity of the Sewer Facilities, then such Member Jurisdiction shall not agree to accept or commit additional sewage until (a) such capacity is sufficiently increased by WSACC, (b) adequate alternative sewage disposal arrangements are made by WSACC, (c) the Member Jurisdiction is advised by WSACC that the Member Jurisdiction nevertheless may deliver additional sewage to WSACC or (d) the Member Jurisdiction provides for alternative sewage disposal arrangements as hereinafter provided and such arrangements are in effect.

Each Member Jurisdiction agrees that it will not acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC except to the extent that:

(a) WSACC cannot meet or otherwise provide for the sewage disposal needs of the Member Jurisdiction, except for any temporary interruption of service, in which case the Member Jurisdiction may acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC to the extent necessary to dispose of sewage collected by it which WSACC cannot dispose of or make other provision for, and the Member Jurisdiction shall otherwise continue to deliver sewage collected by it to WSACC as provided in this Agreement; or

(b) WSACC agrees to such alternative sewage disposal arrangement; or

(c) the Member Jurisdiction acquires, constructs or operates any sewage collection system in a drainage basin outside Cabarrus County which is not directly or indirectly tributary to the Rocky River and the Member Jurisdiction determines in good faith that it would not be cost-effective to deliver the related sewage to the Sewer Facilities of WSACC; or

(d) the Member Jurisdiction acquires or operates any existing sewage treatment facilities in circumstances where the Member Jurisdiction determines in good faith that it would not be cost-effective to provide sewers and other facilities to deliver the related sewage to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, in which case the Member Jurisdiction may own or operate such sewage treatment facilities until such time as it becomes cost-effective for the Member Jurisdiction to connect the part of its sewage collection system served by such sewage treatment facilities to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, provided that the National Pollutant Discharge Elimination System permit required in connection with the ownership or operation of such sewage treatment facilities shall be in the name of the Member Jurisdiction during the period of their ownership or operation by the Member Jurisdiction and that it will notify WSACC in writing of its intent to obtain such permit at least sixty (60) days in advance of submitting its application for such permit.

Section 2.2 Payment for Services. Each Member Jurisdiction shall pay promptly, when due, all rates, fees and charges of WSACC which are established pursuant to Article III hereof and

N.C. Gen. Stat. § 162A-200, *et seq.*, without limitation, and billed to it from time to time; provided, however, that such rates, fees and charges shall be payable solely from revenues received by each such Member Jurisdiction from the rates, fees and charges paid by the users of its water and/or sewer system and available to it for such purpose, including availability fees, connection fees or any other fees, and other system revenues or, if such sources are not sufficient therefor, any other moneys except moneys derived from any exercise of its taxing power.

Each Member Jurisdiction shall establish, bill and collect from the users of its water and/or sewer system such rates, fees and charges as are expected to be sufficient to enable it to make the payments to WSACC required under this Section. WSACC will notify each Member Jurisdiction by May 1 of each year and upon its request as to the estimated amounts necessary for such payments.

In the event that a Member Jurisdiction fails to pay any amount payable to WSACC under this Section within thirty (30) days after it is due, such Member Jurisdiction shall also pay to WSACC interest on such unpaid amount, which interest shall accrue at the rate then charged with respect to overdue taxes due to the State of North Carolina pursuant to Section 105-241.21 of the General Statutes of North Carolina, as amended, until such unpaid amount and the interest thereon have been paid in full.

Each Member Jurisdiction agrees that its obligations under this Section shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction, whether by offset or otherwise. Payment of all rates, fees and charges billed to it by WSACC shall be due notwithstanding any dispute as to the accuracy thereof or any temporary interruption of service in accordance with this Agreement.

WSACC will, by a lump sum payment within forty-five (45) days of determination, refund any rates, fees or charges or parts thereof that WSACC or a court of competent jurisdiction by final judgment determines were inaccurate or otherwise not entitled to be collected from a Member Jurisdiction. Rather than making a refund by a lump sum payment, WSACC and the Member Jurisdiction may agree that WSACC may make such refund in successive monthly installments over such period as they determine to be appropriate, not exceeding twenty-four (24) months from the last date a lump sum refund would have been due, together with interest on the unpaid amount thereof as they determine to be appropriate.

Section 2.3 Continuing Disclosure Obligations. In connection with the issuance by WSACC of bonds and notes to expand or improve its facilities to provide additional capacity to the Member Jurisdictions WSACC will provide certain information about the Member Jurisdictions and their utilities systems as part of disclosure for the issuance of those bonds and notes. In addition WSACC may be required to enter into a continuing disclosure undertaking to provide notice of certain material event and annual information about the Member Jurisdictions and their utilities systems. Each Member Jurisdiction agrees to provide such information as WSACC determines necessary to fulfill its obligations to provide material disclosure for the issuance of the bonds and notes and its continuing disclosure undertakings related to outstanding bonds and notes.

ARTICLE III

Rates, Fees and Charges

WSACC will establish rates, fees and charges for the use of and for the services provided or to be provided by it through the Sewer Facilities so that the revenues received by WSACC therefrom, together with any other available revenues or funds of its water and sewer system, will be sufficient at all times to pay the cost of operating, maintaining, repairing, replacing, expanding and improving the Sewer Facilities, to pay debt service on revenue notes or bonds of WSACC or debt service on other indebtedness incurred or assumed by WSACC in connection with the ownership or operation of the Sewer Facilities, and to provide reserves for such purposes, all as WSACC may determine to be necessary or appropriate. Such rates, fees, and charges will be in effect for each fiscal year in accordance with the annual budget ordinance adopted by the WSACC Board of Directors.

Such rates, fees and charges shall be subject to increase, decrease and revision in accordance with and pursuant to the Bond Indenture from time to time and without limitation to the extent that any such increase, decrease or revision shall be required in order to comply with the covenants of WSACC contained in the Bond Indenture with respect to the generation of revenues or receipts of WSACC and the rates, fees and charges to be levied by WSACC in order to comply with such covenants and further to the extent that such increase, decrease or revision shall be deemed necessary or appropriate by WSACC. In particular, such rates, fees and charges may be increased or revised by WSACC in accordance with the Bond Indenture to offset any decrease in the revenues or receipts of WSACC resulting from any failure by any Member Jurisdiction or other person to pay for its use of or for the services provided or to be provided to it through the Sewer Facilities. Notice of any proposed increase, decrease or revision of rates, fees or charges shall be provided to each Member Jurisdiction in writing not less than sixty (60) days prior to the proposed effective date of such increase, decrease or revision, unless such lesser time period is necessary to comply with the Bond Indenture.

ARTICLE IV

Other Provisions

Section 4.1 Books and Records. WSACC shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by a Member Jurisdiction through its duly authorized agents. WSACC shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each Member Jurisdiction.

Section 4.2 Remedies and Limitations. The parties hereto shall execute all instruments and take all such actions as are required and appropriate to effectuate this Agreement and the express intention or purpose hereof. If either party should breach this Agreement, then the other party may, at its election or discretion, enforce its rights in a civil action for specific performance or damages. Cancellation, termination or rescission of this Agreement shall not be a remedy for the parties hereunder. If any party should elect to waive any right or claim arising under this

Agreement, such waiver shall not be deemed a waiver of any other right or claim provided for herein.

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.

Section 4.3 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.

Section 4.4 Binding Obligation. The parties represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are a condition precedent to their authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation on their parts. Furthermore, in the event that for any reason the conditions precedent to a party's authority to execute this Agreement have not been accomplished in accordance with statutory requirements or other requirements, then the parties agree that they will undertake whatever actions are necessary to fulfill the conditions precedent so that this Agreement will be binding on both parties.

Section 4.5 Amendment or Supplement of Agreement. This Agreement may be amended or supplemented only by an agreement in writing executed in the same manner as this Agreement and approved by a vote of the majority of the members of each of the respective governing bodies of the Member Jurisdictions and WSACC. Subject to the provisions of the Bond Indenture, this Agreement may be amended or supplemented to provide for, among other matters, the transfer by a Member Jurisdiction to WSACC of additional responsibilities with respect to sewage or water services provided by a Member Jurisdiction and the undertaking of such responsibilities by WSACC as a part of its water and sewer system, which transfer may include a transfer of ownership of the related facilities.

Section 4.6 Costs. 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.

Section 4.7 Additional Agreements. The Bond Indenture will authorize the issuance of water and sewer system revenue notes and bonds of WSACC secured by the revenues of a combined water and sewer system of WSACC of which the Sewer Facilities are a part. Accordingly, any additional agreement to be entered into by WSACC and any Member Jurisdiction or other person for sewage service or water service to be provided to it by WSACC

through such system or some other use by it of such system shall also be subject to the applicable provisions of the Bond Indenture. Nothing herein will limit the ability of WSACC to amend the Bond Indenture at any time.

Section 4.8 Term of Agreement. This Agreement shall be in full force and effect from the later of the dates of execution hereof until June 30, 2057 and may be extended by agreement of the parties hereto.

Section 4.9 Limitation on Indebtedness. WSACC shall not incur or assume any indebtedness in connection with the ownership or operation of the Sewer Facilities the final maturity or installment of the principal of which is due after the term of this Agreement, including any extension hereof, or the term of any agreement approved by the parties hereto which replaces this Agreement.

Section 4.10 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by electronic means.

Section 4.11 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.

Section 4.12 Supercedes prior Sewage Agreements. 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. This Agreement is intended to replace and supercede the prior Sewage Service Agreements.

Section 4.13 Interlocal Wastewater Capacity Agreement Controlling. WSACC and the Member Jurisdictions have entered into an Interlocal Wastewater Capacity Agreement dated [Date], 2021 (as may be amended from time to time, the "Capacity Agreement"). The parties hereto agree that nothing in this Agreement shall be deemed to modify, amend, or supplement the Capacity Agreement. To the extent the terms of the Capacity Agreement contradict or are inconsistent with a term of this Agreement, the terms and the intent of the Capacity Agreement will be deemed controlling.

Section 4.14 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.

Section 4.15 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. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 4.16 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.

Section 4.17 Time is of the Essence. Time is of the essence in this Interlocal Agreement.

Section 4.18 Notices. Notices may be given under this Agreement by U.S. Mail, overnight delivery, in-person delivery, electronically or by such other method as the parties may agree. Notices given under this Agreement to the Member Jurisdictions will be given to the Town Manager, City Manager or County Manager and Town Attorney, City Attorney or County Attorney, as applicable, and will be given to WSACC to its Executive Director and WSACC's attorney of record.

IN WITNESS WHEREOF, the Chair of the Board of Directors of WSACC, the Chair of the Board of Commissioners of Cabarrus County, the Mayor of Concord, the Mayor of Kannapolis, the Mayor of Harrisburg and the Mayor of Mt. Pleasant have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the respective Clerks have affixed the respective seals to this Interlocal Agreement.

WATER AND SEWER AUTHORITY OF CABARRUS COUNTY

[SEAL]

By: _____
Chair

Attest:

Secretary

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

**Finance Officer
Water and Sewer Authority of Cabarrus County**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE COUNTY OF CABARRUS]

COUNTY OF CABARRUS, NORTH CAROLINA

[SEAL]

By: _____
Chair

Attest:

Clerk to the Board of County Commissioners

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

**Finance Officer
County of Cabarrus, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF CONCORD, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Concord, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF KANNAPOLIS, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Kannapolis, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF HARRISBURG, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Harrisburg, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF MT. PLEASANT, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Mt. Pleasant, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

Mount Pleasant

North Carolina

Founded in 1848

Agenda Item:

Summary of meeting with Senator Newton and Representative Sasser

Narrative:

Town Manager Randy Holloway and Staff will review the meeting with Senator Newton and Representative Sasser for the Board members that were unable to attend. A copy of the Presentation was emailed to the Commissioners that did not attend the meeting due to work obligations.

Recommendation:

Information only