

Mount Pleasant

North Carolina

Founded in 1848

**Town of Mt. Pleasant
Regular Board Meeting
Monday, June 13, 2022
6:00 PM- Town Hall Commissioners Room**

Call to Order- Mayor Del Eudy

Invocation- Pastor Earl Bradshaw of Mount Pleasant United Methodist Church

Pledge of Allegiance- Mayor Del Eudy

1. Public Forum

(Please limit comments to 3 minutes or less)

2. Conflict of Interest

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

(No member shall be excused from voting except upon matters involving the consideration of the member's own financial interest or official conduct or on matters on which the member is prohibited from voting under G.S. 14-234 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 3-45)

- A. Minutes May 9, 2022 (pages 3-9)
- B. Budget Amendment #21 LKC System Development Fee Study (page 10)
- C. Budget Amendment #22 Granite Sky- Infrastructure Communications Contract (page 11)
- D. Payroll Dates for FY22/23 (page 12)
- E. Granite Sky Logo/Branding contract starting July 1, 2022 (pages 13-23)
- F. Granite Sky Infrastructure Communications contract (pages 24-35)
- G. Economic Development Public Investor Agreement (pages 36-45)

5. Staff Reports (Pages 46-62)

- A. Town Manager-Randy Holloway (pages 46-47)
- B. Asst. Town Manager-Crystal Smith (page 48)
- C. Town Clerk/Finance Officer - Amy Schueneman (pages 49-50)
- D. Planning & Economic Development Director - Erin Burris (pages 51-54)
- E. Code Enforcement-Jeff Watts (page 55)
- F. Public Works- Lane Bost (page 56)
- G. Cabarrus Co. Sheriff's Dept Report (pages 57-61)
- H. Fire Department-Dustin Sneed (page 62)

6. Public Hearings (Pages 63-65 and separate attachments)

- A. Revised Development Agreement for REZ 2017-01/SUB 2017-01 Green Acres
(Continued from March 14, 2022 meeting)

B. Budget for FY2022/23 (pages 63-64) (FY22/23 Budget, Fees & Charges Schedule, and Budget Ordinance sent separately)

C. Code of Ordinances Part 7: Vehicles and Traffic (page 65) (*will be sent at a later time*)

7. Old Business (Pages 66-81)

A. Discuss construction bids received for the Municipal Complex & Park Improvements. (page 66)

B. Consider the RFP's for Bank Loans received to fund the Fire Department Renovation and Municipal Complex & Park Improvements. (pages 67-68)

C. Consider approving two Resolutions for State Funded Water and Sewer projects. (pages 69-81)

8. New Business (Pages 82-107)

A. Consider allowing the Town Manager to approve Year End Budget Amendments for FY2020-2021 for auditing purposes. (page 82)

B. Consider appointing a representative to the Water & Sewer Authority of Cabarrus County (WSACC) Board. (page 83)

C. Consider appointing the alternate member position to the Planning & Zoning Board with a term that expires on June 30, 2025. (pages 84-94)

D. Discuss American Legion building HVAC repair issues. (pages 95-96)

E. Discuss Wastewater Allocation Policy for the Town (pages 97-106)

F. Consider contracting LKC Engineering for the Downtown Stormwater Study. (page 107)

9. 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, May 9, 2022 at 6:00 P.M.**

Attendance: Mayor Del Eudy
Mayor Pro-Tem/Commissioner Lori Furr
Commissioner Chris Carter (arrived at 6:39pm)
Commissioner William Meadows
Commissioner Jim Sells
Commissioner Justin Simpson (by phone)
Town Administrator Randy Holloway
Town Attorney John Scarbrough (arrived at 6:11pm)
Town Clerk Amy Schueneman

Also Present: Erin Burris, Crystal Smith, Captain Tessa Burchett, Ally Schueneman, CA "Andy" Clement, Pastor David Snow, Bob Byrd, Sam King Jr. Thomas Moss, Mia Holshouser, Jerod Brown, Ryan Sellers, Dustin Sneed, Jeff Watts, Austin McDonald, Kim Baker, and Christin Lindsey.

CALL TO ORDER

Mayor Eudy called the meeting to order.

INVOCATION

Pastor David Snow of Community Church of Mount Pleasant led the Board in prayer.

PLEDGE OF ALLEGIANCE

Mayor Eudy led the Pledge of Allegiance.

Mayor Eudy informed the Board that Commissioner Simpson would be joining the meeting by phone, Town Attorney John Scarbrough was running late but would attend, and Commissioner Carter would arrive later after leaving work.

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

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 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)

8590 Park Drive : PO Box 787 : Mount Pleasant, North Carolina 28124 : tel. 704-436-9800

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

No one had a conflict.

3. Approve Agenda

Mayor Eudy added two items to the Agenda:

ADDED-New Business F: Consider contracting with LKC Engineering for State Funded water/sewer infrastructure projects and allow Town Manager to sign all associated documents.

ADDED-New Business G: Consider contracting with LKC Engineering for Written Analysis to Support System Development fees.

Move on Agenda:

#6 Logo/Branding Presentation to #7

#7 Public Hearings to #6

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

4. Consent Agenda

- A. Minutes April 11, 2022
- B. Resolution for new Bank Account-Streets & Infrastructure Capital Reserve
- C. Budget Amendment #18 Bobcat T770 Skid Steer & accessories
- D. Budget Amendment #19 Walker Rd sewer easement (Reece Family)
- E. AMENDED from 4/11/2022 Grant Project Ordinance for the Town of Mount Pleasant American Fund Rescue Plan Act of 2021: Coronavirus State and Local Fiscal Recovery Funds.
- F. ABC Budget for FY22/23

Commissioner Furr made a motion to approve the Consent Agenda as listed with a second by Commissioner Meadows. All Board Members were in favor. (4-0, Commissioner Carter excused)

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
 - 1. Erin Burris gave each Board member the first half of Code of Ordinances Part 7: Vehicles and Traffic to look over prior to the next meeting. At that time, she will have the remaining section of Part 7 to review.
 - 2. Also, Ms. Burris mentioned that although there were two spots for Planning & Zoning Board member reappointments in the agenda packet that is appointed by Cabarrus County for ETJ members, there is one other position up for reappointed by the Town Board. The Alternate Member Warren Love's term expires on June 30, 2022. He filled the remainder of a term from a member that moved out of Town limits. She asked if the Board would like to open up the process for applications. The Board did ask that the application process be opened up for the position, since that has been the precedence.
- E. Code Enforcement-Jeff Watts
- F. Public Works- Lane Bost

- G. Cabarrus Co. Sheriff's Dept Report - Deputy Claudette Tarte
- H. Fire Department-Dustin Sneed

7. 6. Public Hearings

A. Revised Development Agreement for REZ 2017-01/SUB 2017-01 Green Acres *(Continued from March 14, 2022 meeting)*

Public Hearing was reopened by Mayor Eudy.

No one spoke.

A motion to continue the Public Hearing for the revised Green Acres Development Agreement was made by Commissioner Furr with a second by Commissioner Sells. All Board Members were in favor. (4-0, Commissioner Carter excused)

B. TA 2022-04 Mini-Warehouse/Self-Storage Requirements

Erin Burriss addressed the Board stating that there had been a request to do a Text Amendment to change the 3-acre limit to 10-acres.

Applicant has requested an amendment to increase the maximum site size for mini-warehouse/self-storage sites and to remove requirement for on-site manager. Staff has prepared a draft amendment increasing the mini-warehouse/self-storage use maximum size to 10 acres. Staff also proposes removing the requirement that mini-warehouse/self-storage facilities shall be limited to one story. Many attractive climate-controlled facilities are two stories and are ideal for smaller sites. Staff has also proposed additional amendments to the section for clarification regarding the perimeter buffer yard, outdoor storage, and reference to the NC Fire Code.

Mayor Eudy opened the Public Hearing.

Sam King, Jr. of King Engineering 35 Church St. S. in Concord was in favor of the change on behalf of his clients. The site they have is larger than 3 acres. The Text Amendment is the first step to help his clients.

This applies to all C-2 and I-1 Districts. The site being discussed is currently not zoned for it and would have to go through rezoning or conditional rezoning. There is one mini-storage site on two acres currently. There has been a need for storage units in the area.

A motion to approve and consistent was made by Commissioner Simpson with a second by Commissioner Furr. All Board Members were in favor. (4-0, Commissioner Carter excused)

A copy of Text Amendment 2022-04 Mini-Warehouse/Self-Storage Requirements is included in the Minute Book.

6. 7. Logo/Branding Presentation

Mia Holshouser and Jerod Brown from Granite Sky Creative Group presented their Branding Plan & Implementation Strategy for the Town logo and branding.

Randy Holloway, Staff, Mayor Eudy, and Commissioner Simpson interviewed 3 different firms for doing the Town's logo and branding. The group was most impressed with Granite

Sky and asked them to do a presentation to the Town Board tonight. They could do all areas (logo, branding, and website) for the Town. It fills the needs of the Town at this time.

****Commissioner Carter arrived at 6:39pm near the end of the presentation.****

Board discussed that the funds were coming from General Fund Balance whether this Fiscal Year or next, so they agreed to move forward now. The execution of Public communication on upcoming water/sewer projects Granite Sky could assist the Town with would be under a separate contract and would come from Water/Sewer Fund Balance.

A motion to approve a forthcoming Budget Amendment and to appoint Town Manager to execute any remaining documents (including contract) with Granite Sky was made by Commissioner Simpson with a second by Commissioner Furr. All Board Members were in favor. (5-0)

(A copy of the slide presentation by Granite Sky is included in the Minute Book)

8. Old Business

A. Reconsideration-Fire Dept presentation for request to purchase 1996 Pierce Lance 100-foot Aerial Platform Truck.

The Fire Department has requested the Board's re-consideration of allowing the Department to purchase a used 100' ladder truck. This request was considered by the Board at the April meeting and denied at that time. The Fire Department followed up on the majority of the questions and concerns that came up during the April meeting.

They had an almost identical 100' ladder from Concord Fire Department come visit Mount Pleasant several weeks ago. The Concord unit could make all the difficult turns around Town and operate on several of our most narrow streets.

The Fire Department has really investigated this unit completely and addressed the majority of the questions and concerns raised at the April meeting.

Randy Holloway stated he has never been a fan of used apparatus. However, if this was a new unit it would cost \$1 million to \$1.2 million. This may be what small communities have to do in the future.

Chief Dustin Sneed, Deputy Chief Jeff Watts, Firefighter Ryan Sellers, and Captain Austin McDonald presented the slide show with the new information and videos to demonstrate how the truck would function within the Town.

Commissioner Sells looked over the maintenance records and asked if the engine was new or used. Fireman Ryan Sellers said it was a remanufactured engine from Detroit Diesel factory certified with a warranty. The warranty has expired since the restoration was longer than 3 years ago.

A motion to move forward with the purchase of the 1996 Pierce Lance 100-foot Aerial Platform Truck and approve the Resolution and Budget Amendment that goes with it was made by Commissioner Simpson with a second by Commissioner Furr. Board Members **in favor** were Commissioner Carter, Commissioner Furr, and Commissioner Simpson. Board Member **in opposition** were Commissioner Meadows and Commissioner Sells. Motion passes. (3 for-2 against)

Mayor Eudy and the Board thanked the Fire Dept. for all the research and time they put into the presentation and answering the questions put before them.

Once the new truck is in service the Town Board will then put the current 75' ladder truck up for sale as surplus.

A copy of the slide presentation is included in the Minute Book.

B. Resolution to purchase property located at 8563 East Franklin Street and associated contract/lease agreements.

Mayor Eudy reminded the Board that the purchase of 8563 East Franklin St has been discussed at previous meetings in Closed Session. Contract and lease of the property is same with no changes from the previous meetings.

Randy Holloway emphasized the money for the purchase of the property is already in the budget for this year. It just requires approval in open session.

A motion to approve the resolution to purchase the property located at 8563 East Franklin Street was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (5-0)

A copy of the contract and lease agreement are included in the Minute Book.

9. New Business

A. Consider declaring the 1993 Freightliner FL80/Allegheny 1500-gallon tanker with a 500 gpm pump (Tanker 1) as surplus to be sold by Company Two.

Randy Holloway said the value of the Tanker Truck is above the level he is able to declare surplus (\$30,000) and he asked the Board to declare it as surplus.

A motion to declare the 1993 Freightliner FL80/Allegheny 1500-gallon tanker with a 500 gpm pump (Tanker 1) as surplus to be sold by Company Two was made by Commissioner Sells with a second by Commissioner Carter. All Board Members were in favor. (5-0)

B. Consider recommending the reappointment of William (Whit) Moose, Jr. and Bridget Fowler to the Cabarrus County Board of Commissioners for a three-year term for the two available ETJ (Extra Territorial Jurisdiction) seats for the Planning & Zoning Board.

The county had received no other applications.

A motion to recommend the reappointment of William (Whit) Moose, Jr. and Bridget Fowler to the Cabarrus County Board of Commissioners for a three-year term ending June 30, 2025 for the two available ETJ (Extra Territorial Jurisdiction) seats for the Planning & Zoning Board was made by Commissioner Furr with a second by Commissioner Simpson. All Board Members were in favor. (5-0)

The Board asked staff to open up the application process for the alternate position on the Planning & Zoning Board that is appointed by the Town Board to see you is interested. Staff will put it out on social media and the website.

C. Consider increasing the approval limits to contracts, purchases (purchase orders), credit card purchases, and change orders by Town Staff.

Randy Holloway has current authorization to approve up to \$50,000 for purchases, change orders, etc. With the Town getting ready to spend \$20 million on projects, the change order process will be easier and keep things moving if his limit could be increased to \$100,000. This will prevent him bringing items to the Board each month for approval and slowing down the process. The items he would approve would already be in the budget and scope. Any time it would change or need a Budget Amendment it would come before the Board.

The Assistant Manager would increase to \$25,000 and Finance Officer to \$15,000.

This will change sections 2.10.1, 3.4.5(I) and 4.7.1 (II) in the Purchasing and Contracting Policy approved on July 8, 2019.

A motion to increase the approval limits to contracts, purchases (purchase orders), credit card purchases, and change orders by Town Staff was made by Commissioner Furr with a second by Commissioner Carter. All Board Members were in favor. (5-0)

D. Consider appointing two people to fill the ABC Board positions expiring on June 30, 2022

Since the ABC Board stated they would be happy with any of the 3 applicants (Gary Moss, Lisa Atwood, or Lee Kluttz), the Board felt that things were running smoothly at this time.

A motion to reappoint Lee Kluttz and Lisa Atwood to fill the ABC Board positions for a three-year term ending June 30, 2025 was made by Commissioner Furr with a second by Commissioner Sells. All Board Members were in favor. (5-0)

A copy of the applications are included in the Minute Book.

E. Consider the Town Manager's budget message, Fee & Charges Schedule, and proposed budget for Fiscal Year 2022/2023.

Randy Holloway stated the Town is required by the State to present the budget in May and approve in June of each year. He read the Budget Message included in the Agenda Packet. Overall, the Town is in good shape moving forward.

Mayor Eudy stated that the FY22/23 Budget is eligible for viewing for the next 30 days and the Public Hearing will be held in June prior to the Board for formal approval.

No action was taken. Information only.

A copy of the Budget Message, drafted Budget for FY22/23, and Fees & Charges Schedule are included in the Minute Book.

Add-On F: Consider contracting with LKC Engineering for State Funded water/sewer infrastructure projects and allow Town Manager to sign all associated documents.

In April the Board approved Staff to submit projects to the State for the \$8 million of infrastructure funding. The sewer section has already been approved by DEQ. Randy Holloway asked the Board to approve LKC as the engineering firm we use as a formality. They have already given the Town a copy of the contract.

A motion to approve contracting with LKC Engineering for State Funded water/sewer infrastructure projects and allow Town Manager to sign all associated documents was

made by Commissioner Sells with a second by Commissioner Meadows. All Board Members were in favor. (5-0)

Add-On G: Consider contracting with LKC Engineering for Written Analysis to Support System Development fees.

According to Randy Holloway, LKC Engineering provided a contract for System Development Fee study for \$15,000, \$7,000 less than the original amount given. Once the study is done and approved by the Board, moving forward any development coming in after that will pay a fee on the water and sewer based on what the Board feels comfortable with. LKC gives you a menu to look through for not just residential, but churches and businesses based on restroom size, etc.

Town Attorney John Scarbrough helped to write the legislation for this. He stated that the whole point of the legislation was so that there was some connection between the amount of the fee and the impact of new developments, so the Town is not overcharging new development. The written analysis the consultant does is reasonable.

A motion to contract with LKC Engineering for Written Analysis to Support System Development fees was made by Commissioner Furr with a second by Commissioner Carter. All Board Members were in favor. (5-0)

10. Adjournment

With nothing else to come before the Board, Commissioner Meadows made a motion to adjourn. Commissioner Furr 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, June 13, 2022 in the Regular Meeting.

Town Clerk Amy Schueneman

SEAL

Mayor W. Del Eudy

TOWN OF MOUNT PLEASANT

#21 LKC System Development Fee Study					
Revenue Adjustments					
Account Number	Account Description	Current Budget	Decrease - Debit	Increase - Credit	Revised Amount
21-3091-900	Appropriation of W/S Fund Balance	\$ 47,387.00	\$ -	\$ 15,000.00	62,387.00
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
		\$ -	\$ -	\$ -	-
Expenditure Adjustments					
Account Number	Account Description	Current Budget	Increase - Debit	Decrease - Credit	Revised Amount
21-4015-320	Contract Services-Engineer	\$ 20,000.00	\$ 15,000.00	\$ -	35,000.00
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Totals		\$67,387.00	\$15,000.00	\$15,000.00	\$97,387.00
#21 LKC System Development Fee Study					
Prepared by: Amy Schueneman Date: 6/13/2022 Approved by: _____					
Posted by: _____ Date: _____					

DIRECT DEPOSIT BI-WEEKLY PAYROLL DATES

July 2022 – June 30, 2023

Monday, July 11

Monday, July 25

Monday, August 8

Monday, August 22 **(PAYROLL, STIPENDS FOR MAYOR, COMM, P&Z)**

Tuesday, September 6 (due to Labor Day on Monday)

Monday, September 19

Monday, October 3

Monday, October 17

Monday, October 31

Monday, November 14

Monday, November 28 (PAYROLL, LONGEVITY / STIPENDS FOR MAYOR, COMM, P&Z)

Monday, December 12

Thursday, December 22 (due to Christmas Holiday on Monday)

Monday, January 9, 2023

Monday, January 23, 2023

Monday, February 6

Monday, February 20

Monday, March 6 (STIPENDS FOR MAYOR, COMM, P&Z)

Monday, March 20

Monday, April 3

Monday, April 17

Monday, May 1

Monday, May 15

Tuesday, May 30 (due to Memorial Day Holiday on Monday)

Monday, June 12 (PAYROLL & STIPENDS FOR MAYOR, COMMISSIONERS, P&Z)

Monday, June 26

**CONTRACT FOR LOGO, WEBSITE DEVELOPMENT,
AND WEBSITE HOSTING AND SUPPORT SERVICES**

This contract (this "Contract" or this "Agreement") is made and entered into as of the 1st day of July, 2022, by the TOWN OF MOUNT PLEASANT ("Town") and GRANITE SKY CREATIVE GROUP, INC. ("Contractor"), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. Contractor will be providing Logo, Website Development, and Website Hosting and Support services for the Town (the "Work").

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the Town that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The Town shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. Term. This Contract shall begin on July 1 2022 and end at June 30 2023. This Contract shall not be automatically extended unless agreed to in writing by the Town or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to Town. Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the Town Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the Town Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the Town project manager.

Sec. 7. Insurance. Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the Town must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the Town listing the Town as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Town of Mount Pleasant. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the Town with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The Town shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Statement should read, "Town of Mount Pleasant is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the Town's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by Town. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the Town may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the Town Attorney and approved by the Town in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Mount Pleasant
PO Box 787
8590 Park Dr.
Mount Pleasant, NC 28124
HollowayR@mtpleasantnc.us

John Scarbrough
Town Attorney

137 Union Street South
Concord, NC 28025

To the Contractor:

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Mount Pleasant, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Mount Pleasant, its agents, officers, and employees with legal counsel reasonably acceptable to Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, and reasonable attorney’s fees. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the Town of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the Town, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) **Choice of Law and Forum.** This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the Town upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between Town and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Town of Mount Pleasant and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

TOWN OF MOUNT PLEASANT:

GRANITE SKY CREATIVE GROUP, INC.

By: Terry R. Holloway
Town Manager

By: [Signature]
Signature of President/Vice President/Manager/Partner

Date: 5/23/2022

Printed Name: Mia Holshouser
Title: President

Date: 5/24/2022

ATTEST BY:

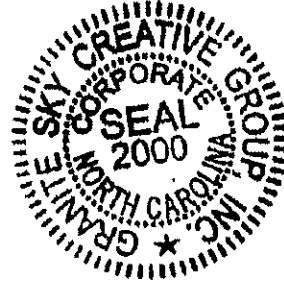
ATTEST:

[Signature]
Town Clerk

BY: [Signature]
Signature of Vice President, Secretary, or other officer
Printed Name: Jerod Brown
Title: C.O.O

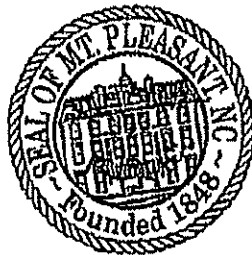
APPROVED AS TO FORM:

[Signature]
Attorney for the Town of Mount Pleasant



APPROVAL BY TOWN FINANCE OFFICER

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



[Signature]
Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the TOWN OF MOUNT PLEASANT and Granite Sky Creative Group, Inc. dated _____ 2022.

Scope of Services:

[See attached "Proposed Scope of Work / Timeline"]

Fee for Scope of Services:

The fee for services shall not exceed \$30,215.00 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Invoices shall be directed to: Town of Mount Pleasant Attention: Amy Schueneman, PO Box 787, Mount Pleasant, NC 28124. Should changes or extra services be needed, which will cause a cost overrun; Granite Sky will consult with the Town for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

[See attached "Budget"]

1 page Marked Exhibit "A"

Budget

	BUDGET
LOGO & WEBSITE DEVELOPMENT	\$ 9,985
LOGO CONCEPT AND DESIGN	
Facilitate meetings, concept & design logo, prepare final versions, revise/update Town Seal (provide electronic files of all formats)	\$ 3,255
STANDARDS GUIDE	
Develop Standards Guide Design electronic style guide for brand usage set up shared folder with all logo formats and standards guide	\$ 11,275
WEBSITE DESIGN & IMPLEMENTATION	
Organization/structure & development (Includes meetings and training) Hosting and Support plan options listed below.	
HOSTING & SUPPORT	\$1,500
Website Hosting - \$125 per month, 12 months	4,200
Support Plan - Tier II - \$350 per month, 12 months	
Hosting & Support plans automatically renew each year, unless otherwise noted in writing 30 days prior to the annual renewal. Upon completion of Year 4, a complete site redesign is included, at no additional cost, with renewal into year 5 and beyond. Site redesign is included every 4 years will maintaining hosting and support plans for the life of the agreement.	

Logo & Website Development cost not to exceed: \$24,515

Year 1 Total cost not to exceed (includes hosting & support plan): \$30,215

Logo & Website Development recommended payment schedule: six (6) equal payments of \$4,085.83, with initial payment billed on July 1, 2022 and monthly for the remaining 5 months.

Per Terms & Conditions, Hosting and Support Terms section, Billing for Hosting and Support will begin two months after user/administrator training or site launch, whichever comes first. Total cost not to exceed, listed above assumes 12 months of hosting and support. Per estimated branding timeline the website would not launch for 3 - 6 months after contract is signed. Any unbilled funds remaining in purchase order (PO) for hosting and support can be rolled over into next fiscal year, or a new PO can be issued for hosting and support for the next fiscal year.

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, MIA Holshouser (the individual signing below), being duly authorized by and on behalf of GRANITE SKY CREATIVE GROUP, INC. (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
- 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES , or b. NO .
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the Town of Mount Pleasant.
- 5. Employer shall have a continuing duty to inform the Town of Mount Pleasant of any changes to this sworn information.

This 24 day of May, 2022

[Signature]
Signature of Affiant
Print or Type Name: MIA Holshouser

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the 24th
day of May, 2022

My Commission Expires:
[Signature]

DAROUNY T. PHANTHAMITH
Notary Public
Rowan Co., North Carolina
My Commission Expires Oct. 17 2023

(Affix Official/Notarial Seal)



EXHIBIT "C"

TAX FORM(S)

Town requests W-9 to set up account in software.

EXHIBIT "D"

CERTIFICATE OF INSURANCE

Town requests I-9 for proof of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

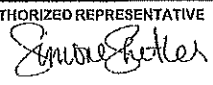
PRODUCER WADE ASSOCIATES, LLC PO BOX 1209 DAVIDSON NC 28036		CONTACT NAME: PHONE (A/C, No, Ext): (800) 398-5596 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com	
INSURED GRANITE SKY CREATIVE GROUP INC 735 JONES RD MOUNT ULLA NC 28125		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover American Ins Co NAIC # 36064 INSURER B: Hanover Insurance Co 22292 INSURER C: AllAmerican Financial Alliance 10212 INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	OZ6 9095611 11	04/18/2022	04/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	OZ6 9095611 11	04/18/2022	04/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	WK6 9095855 11	04/18/2022	04/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability	N	N	LH6 8957835 11	11/20/2021	11/20/2022	Claims-Made: \$1M Ea Claim/\$1M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Mount Pleasant is an Additional Insured on the General Liability pursuant to the terms and conditions by form 391-1006.

CERTIFICATE HOLDER TOWN OF MOUNT PLEASANT PO BOX 787D 8590 PARK DRIVE MOUNT PLEASANT NC 28124	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CONTRACT FOR INFRASTRUCTURE COMMUNICATIONS

This contract (this "Contract" or this "Agreement") is made and entered into as of the 23rd day of May, 2022, by the TOWN OF MOUNT PLEASANT ("Town") and GRANITE SKY CREATIVE GROUP, INC. ("Contractor"), (X) a corporation, () a professional corporation, () a professional association, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. **Background and Purpose.** Contractor will be providing services for the Town related to informing the public about various water and sewer infrastructure projects which will soon be taking place in the Town (the "Work").

Sec. 2. **Services and Scope to be Performed.** The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the Town that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The Town reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the Town, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. **Compensation.** The Town shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit "A". Any additional services needed beyond regularly scheduled services may require additional charges. The Town shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order.

Sec. 5. **Term.** This Contract shall begin on May 23, 2022 and end at May 22, 2023. This Contract shall not be automatically extended unless agreed to in writing by the Town or as provided in Exhibit "A".

Sec. 6. **Contractor's Billings to Town.** Payments will be made in accordance with either this paragraph or in Exhibit "A". Contractor shall submit an original pay request (invoice) to the Town Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the Town Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment of undisputed amounts shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the Town project manager.

Sec. 7. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide the Town with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the Town must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the Town listing the Town as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the Town of Mount Pleasant. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the Town with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the Town for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial Contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the Contract remains in effect.

The Town shall be named as an **additional insured** except Workers' Compensation and Professional Liability and it is required that coverage be placed with "A" rated insurance companies acceptable to the Town. Statement should read, "Town of Mount Pleasant is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the Town's option, be cause for Contract termination. In the event that the Contractor fails to maintain and keep in force the insurance herein required, the Town has the right to cancel and terminate the Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

Sec. 8. Performance of Work by Town. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the Town may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the Town's rights and remedies. Before doing so, the Town shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the Town for all costs incurred by the Town in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

Sec. 9. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and Town so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the Town Attorney and approved by the Town in writing.

Sec. 10. Notice. (a) All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the Town:

Town of Mount Pleasant
PO Box 787
8590 Park Dr.
Mount Pleasant, NC 28124
HollowayR@mtpleasantnc.us

John Scarbrough
Town Attorney
137 Union Street South
Concord, NC 28025

To the Contractor:

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 11. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the Town of Mount Pleasant, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the Town its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the Town of Mount Pleasant, its agents, officers, and employees with legal counsel reasonably acceptable to Town. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, and reasonable attorney’s fees. Nothing in this section shall affect any warranties in favor of the Town that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 12. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the Town of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the Town, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

Sec. 13. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 14. Miscellaneous.

(a) **Choice of Law and Forum.** This contract shall be deemed made in Cabarrus County, North Carolina. This contract shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

(b) **Waiver.** No action or failure to act by the Town shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

(c) **Performance of Government Functions.** Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the Town from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

(d) **Severability.** If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the Town's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the Town otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the Town's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the Town's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) Town Policy. THE TOWN OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER TOWN CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the Town and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the Town unless the Town Manager or other duly authorized official signs it for the Town. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the Town upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between Town and Contractor.

(n) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Town of Mount Pleasant and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

TOWN OF MOUNT PLEASANT:

GRANITE SKY CREATIVE GROUP, INC.

By: Terry R. Holloway
Town Manager

By: [Signature]
Signature of President/Vice President/Manager/Partner

Date: 5/23/22

Printed Name: Mia Holchouser
Title: President

Date: 5/22/2022

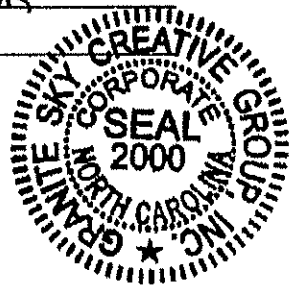
ATTEST BY:

ATTEST:

Amy Schueneman
Town Clerk

BY: [Signature]
Signature of Vice President, Secretary, or other officer

Printed Name: Jerod Brown
Title: COO



APPROVED AS TO FORM:

[Signature]
Attorney for the Town of Mount Pleasant

APPROVAL BY TOWN FINANCE OFFICER

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



Amy Schueneman
Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the TOWN OF MOUNT PLEASANT and Granite Sky Creative Group, Inc. dated _____ 2022.

Scope of Services:

[See attached "Proposed Scope of Work / Timeline"]

Fee for Scope of Services:

The fee for services shall not exceed \$18,952.64 and shall be based on a time and material format, whereby fees would be invoiced by the amount of actual time/material expended. Invoices shall be directed to: Town of Mount Pleasant Attention: Amy Schueneman, PO Box 787, Mount Pleasant, NC 28124. Should changes or extra services be needed, which will cause a cost overrun; Granite Sky will consult with the Town for adjustments prior to conducting the work.

The budget for the scope of services is based on the following estimates:

[See attached "Budget"]

2 pages marked Exhibit "A"

Budget

INFRASTRUCTURE PROJECTS COMMUNICATION - PROFESSIONAL FEES	BUDGET
CAMPAIGN BRAND/MESSAGING	\$ 2,212.50
Concept & design logo, prepare final versions, develop campaign messaging (provide electronic files of all formats)	
PROJECTS MICROSITE	\$ 3,922.50
<p>Microsite functionality to include:</p> <ul style="list-style-type: none"> House all infrastructure project information, maps, Possibly working with a staff member on creating an interactive GIS map, if capabilities are already in place. FAQ section clear contact information for questions forms to register to receive email and SMS text updates Could include a downtown merchants section to encourage community members to continue to shop local while projects are taking place. 	
DIRECT MAIL BROCHURE	\$ 1,695.00
<p>16" x 9" trifold brochure</p> <ul style="list-style-type: none"> Initial mailing to citizens of upcoming infrastructure projects, map and times of projects, highlighting long-term benefits. 	
LARGE EXTERIOR INFORMATION/MAP BOARDS	\$ 1,455.00
<p>8' x 4' Exterior Signage</p> <ul style="list-style-type: none"> For display in downtown to show full map of all planned projects, estimated timelines and directing to microsite for more information, and to register for SMS text and email updates. 	
UTILITY BILL INSERTS	\$ 1,845.00
<p>8.5" x 11" newsletter style sheet</p> <ul style="list-style-type: none"> Concept and design of newsletter template to be used for all future Utility Bill inserts. Recommending first insert (Sept 2022) highlighting projects and map of areas, directing to microsite for more information, and to register for SMS text and email updates. Utility bill inserts would be included monthly through Jan (5 total newsletters, reevaluate in Jan to see if these should continue based on status of remaining projects. 	
SOCIAL MEDIA TEMPLATES	\$ 727.50
<p>Using the Canva platform, free account</p> <ul style="list-style-type: none"> Setting up template with Campaign branding for Facebook, Twitter, and Instagram to be used internally for updates and information out to citizens about the infrastructure projects. 	
YARD SIGNS POINTERS	\$ 262.50
<p>Directional pointers to encourage citizens to still visit downtown businesses</p> <ul style="list-style-type: none"> To be discussed further with project team Could be general downtown business signs, with alternate route to access these businesses Could also be used as general campaign awareness signs to direct citizens to the Microsite for more project details, and to register for SMS text and email updates about the projects (up to 5 different signs developed) 	
SMS/MMS TEXT UPDATE SYSTEM	\$ 270.00
<p>Using Simpletexting.com platform</p> <ul style="list-style-type: none"> Setting up platform with keywords to allow for text to register (ie. Text "Updates" to 704.XXX.XXXX, to receive project updates and alternative route info) Creating auto responses and unsubscribe options. Creating online web registration form for alternate registration through the project microsite. 	
CAMPAIGN MANAGEMENT & OVERSIGHT	\$ 1,350.00

Professional fees (excluding optional item) - cost not to exceed: \$13,740.00

Exhibit "A"
pg 2 of 2

INFRASTRUCTURE PROJECTS COMMUNICATION - PRODUCTION COSTS	BUDGET
DIRECT MAIL BROCHURE	
16" x 9" trifold brochure, self-mailer Full color, 100# gloss book stock Printing - Qty 5,000	\$ 827.16
Mail Processing (List processing, NCOA certification, tabbing mailers, inkjetting, mail prep and delivery to bulk mail center) Zip code 28124 only, estimated qty 3203	528.50
Estimated Postage - Qty 3203	602.16
If additional direct mail would be needed these same production cost would apply.	
LARGE EXTERIOR INFORMATION/MAP BOARDS	
8' x 4' full color print 3mm PVC Board Printing Qty 2 (includes freight shipping) If additional boards are needed, the cost is \$370.81 per additional board, freight shipping quote would not increase for up to 5 boards. Client would be responsible for installation.	1,009.08
UTILITY BILL INSERTS	
8.5" x 11" full color, 2 sides with full bleeds, approx 20# paper stock Printing - Qty 1,100 - \$304.13 per utility insert (initially proposing Sept - Jan, qty 5)	1,520.63
YARD SIGNS POINTERS	
24" x 18" corrugated plastic yard signs, full color, 2-sided, with H stake, price includes shipping & stake, per versions of sign. Qty 5 - \$76.02 Qty 10 - \$117.69 Qty 20 - \$218.35 Budgeting for approx qty 5 each of 5 versions	380.11
SMS TEXT UPDATE SYSTEM	
Simpletexting.com platform - initial 500 credit plan \$29 per month, no contract	Sept - \$29.00
SMS uses 1 credit	Oct - \$79.00
MMS uses 3 credits	Nov - \$79.00
Plan could vary based on number of registrants, and how often updates are sent out	Dec - \$79.00
Expect approx 200 registrants, 1 weekly update in October, no MMS - would require stepping up to next plan of 1,000 credits - \$49 per month. If daily updates are needed may need 2,000 credit plan - \$79 per month. Budget is estimated on high end, but would only be billed for usage.	Jan - \$79.00
	Total \$345.00

Estimate Production Cost: \$5,212.64

*Postage and printing rate could increase over the course of this project, we would not expect an increase of more than 5%.

Total Professional Fees and estimated production cost not to exceed: \$18,952.64

Recommended payment schedule:

(professional fees only, production cost are billed as incurred, postage must be received before mailing is delivered to the bulk mail center)
eight (8) equal payments of \$1,717.50, with initial payment billed on June 1, 2022 and monthly for the remaining 7 months.
Current project timeline is over an 8 month period (June 2022 - Jan 2023).

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, MIA Holschouer (the individual signing below), being duly authorized by and on behalf of GRANITE SKY CREATIVE GROUP, INC. (the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS § 64-26.
- 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
a. YES , or b. NO .
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the Town of Mount Pleasant.
- 5. Employer shall have a continuing duty to inform the Town of Mount Pleasant of any changes to this sworn information.

This 24 day of May, 2022

[Signature]
Signature of Affiant
Print or Type Name: MIA Holschouer

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the 24th day of May, 2022

My Commission Expires:
[Signature]

(Affix Official/Notarial Seal)

DAROUNY T. PHANTHAMITH
Notary Public
Rowan Co., North Carolina
My Commission Expires Oct. 17 2023



EXHIBIT "C"

TAX FORM(S)

Town requests W-9 to set up account in software.

EXHIBIT "D"

CERTIFICATE OF INSURANCE

Town requests I-9 for proof of Insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER WADE ASSOCIATES, LLC PO BOX 1209 DAVIDSON NC 28036		CONTACT NAME: PHONE (A/C, No, Ext): (800) 398-5596 FAX (A/C, No): (866) 828-2424 E-MAIL ADDRESS: Certificate@Hanover.com																						
INSURED GRANITE SKY CREATIVE GROUP INC 735 JONES RD MOUNT ULLA NC 28125		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Hanover American Ins Co</td> <td>36064</td> </tr> <tr> <td>INSURER B:</td> <td>Hanover Insurance Co</td> <td>22292</td> </tr> <tr> <td>INSURER C:</td> <td>Allmerican Financial Alliance</td> <td>10212</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hanover American Ins Co	36064	INSURER B:	Hanover Insurance Co	22292	INSURER C:	Allmerican Financial Alliance	10212	INSURER D:			INSURER E:			INSURER F:		
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COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

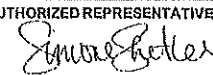
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	OZ6 9095611 11	04/18/2022	04/18/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	N	N	OZ6 9095611 11	04/18/2022	04/18/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	WK6 9095855 11	04/18/2022	04/18/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liability	N	N	LH6 8957835 11	11/20/2021	11/20/2022	Claims-Made: \$1M Ea Claim/\$1M Agg	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Town of Mount Pleasant is an Additional Insured on the General Liability pursuant to the terms and conditions by form 391-1006.

CERTIFICATE HOLDER

CANCELLATION

TOWN OF MOUNT PLEASANT PO BOX 787D 8590 PARK DRIVE MOUNT PLEASANT NC 28124	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---

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STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

ECONOMIC DEVELOPMENT PUBLIC INVESTOR AGREEMENT

This Agreement made and entered into this 1st day of July, 2022 by and between the Town of Mt. Pleasant (hereafter called the “City”), a North Carolina Municipal Corporation, and Cabarrus Economic Development Inc., a North Carolina non-profit corporation (hereafter called the “EDC”).

WITNESSETH

THAT WHEREAS; the Town of Mt. Pleasant acknowledges that the EDC provides “core economic development services” to the City to secure quality economic growth in the private sector as provided in NC Gen. State §158-7.1 et seq.; and

WHEREAS; the EDC has requested financial support to establish a more extensive marketing and business recruitment program and that these funds be solely for the public good to further the public purpose of making appropriations for the purpose of aiding and encouraging the location of manufacturing enterprises, making industrial surveys and locating industrial and commercial plants in or near the City which, in the discretion of the City Council, will increase the population, taxable property, agricultural industries, and business prospects of the City; and

WHEREAS; the services, goods and programs offered by the EDC constitute a public purpose offered to benefit the citizens and residents of this community; and

WHEREAS; the City desires that funds be appropriated to the EDC so that it may provide the services, goods and programs stated below;

NOW THEREFORE; for and in consideration of the sum of \$2,000.00 to be paid by the City as described below, the EDC agrees to provide the services described in Section I below to the City:

- I. DUTIES AND SERVICES PROVIDED BY THE EDC TO THE CITY - In the 2022-2023 City fiscal year the EDC will continue to function as the primary marketer and prospect-servicing agency for the City’s economic development program to assure continued economic growth and viability in the City.
 - A. CORE SERVICES. The EDC will implement its Mission Statement by focusing on the following goals, key result areas and strategies.

MISSION STATEMENT: To increase the quality of life for Cabarrus County residents through the creation of high impact jobs and new tax investment.

GOALS:

Creating Jobs: The EDC acts as an agent to increase the number of jobs, the diversity of employment opportunities (high-skilled, service, and support), in sustainable and recession-proof sectors and at or above the county's average wage.

Increasing the tax base: The EDC encourages increased capital investment.

Growing existing business and industry: The EDC is the lead resource in Cabarrus County helping targeted existing business and industry grow and expand.

Recruiting new business: The EDC targets specific companies, sectors, and industries for location in Cabarrus County.

KEY RESULT AREAS (KRA'S):

1. **Product Development/Site Identification.** The EDC should take the lead in identifying properties for development and facilitating the development of sites for economic development.

Strategies

- Determine what types of sites / buildings the county needs
- Create a library of existing buildings
- Create a library of shovel-ready sites
- Create a library of potential new sites
- Determine target industrial use for buildings and site
- Benchmark against other counties in Charlotte region and similar counties in state.
- Determine gaps in product
- Develop plan for filling gaps in product
- Determine how to Prioritize top 10 (15? 20?) sites (geographic diversity, sizes, uses, etc.)
- Work with Partners (governments, Duke Energy, WSACC) to determine their role in site preparedness
- Determine ROI on creating more product
- Determine EDC's long-term Role in site & building development
- Find developers to build smaller projects
- Communicate product/site information to targeted businesses, industries, brokers.
- Determine year-end deliverables

2. **Business Retention and Expansion (BRE).** The EDC should take the lead in a business retention and expansion effort for targeted existing businesses.

Strategies

- Identify existing industries/companies and contacts
- R&D successful BRE programs (Statesville, Cleveland & Lincoln Counties)
- Determine Charlotte Regional Alliance's existing industry committee best practices
- Develop a strategy for contacting and working with these companies
- Develop Communications and marketing initiative around BRE purpose and objectives (use partners)
- Develop continuous process for outreach
- Understand and address the needs of existing businesses
- Engage partner& utility partners in visits/outreach
- Facilitate solutions to needs, issues face by existing business
- Develop partnerships to address existing business needs as necessary
- Develop connections/network/partnerships among existing businesses
- Engage existing business and industry in EDC/Chamber/government activities
- Determine resources needed (\$, staff, data)

3. **Recruitment.** The EDC should take the lead in recruitment of new targeted businesses and industries.

Strategies

- Conduct and in-depth study of potential target industries which will fit in Cabarrus County
- Develop target list of companies related to existing industries
- Leverage Charlotte Regional Business Alliance data and information to recruit targeted businesses / industries
- Maintain/Develop relationship with Economic Development Partnership of North Carolina
- Market targeted industries/strengths/product to EDPNC, Charlotte Regional Business Alliance, site selectors, brokers, existing industry
- Enhance Website by leveraging site selector input to determine information/features/functions
- Build clusters of related companies
- Develop comprehensive travel strategy (Who, where, connected to targeted sectors)
- Leverage Charlotte Regional Business Alliance's travel missions to represent Cabarrus County

B. **MARKETING AND RECRUITMENT SERVICES** - In addition to the services described in A above, the City will provide the EDC with

supplemental revenues of \$2,000.00 for the term of this contract to promote the City as the best place for targeted industries to locate their businesses, which will include developing and implementing an aggressive marketing plan that provides for program analysis and measurement while also making business recruitment trips and other contacts to increase penetration into desired target industries by performing the following.

1. Develop and implement a multi-year marketing plan including targeted advertising and supported by the production of high-quality demographic, economic, and promotional material to be used for digital advertising, direct mail, prospect visits, business recruitment trips, trade missions and follow-up contacts. Plans should include milestones to gauge program success and for fine-tuning the program.
2. Use targeted industry list to guide activities and expenditures.
3. Operate and maintain a comprehensive web site showcasing available properties in the City and county. Develop new strategy to drive potential prospects to EDC Web site through search engines, existing collateral and affiliate Web sites and to serve Web site visitors with targeted content for target businesses interested in the City and Cabarrus County.

C. Oversight of the CORE SERVICES and MARKETING and RECRUITMENT SERVICES

1. The annual budget and the business plan, including a marketing plan, are subject to review and approval by the EDC Board.
2. When deemed necessary to take advantage of marketing opportunities and/or other opportunities to advance the City and Cabarrus County as a location site for a specific project, the EDC may request an alteration in the business plan subject to approval by the EDC Board.

D. The EDC agrees to follow the funding guidelines listed below:

1. City funds shall be used by the EDC solely for the above stated purposes and will be accounted for so that use can be reported and audited per Governmental Accounting Standards Board.
2. By November 30, 2023, the EDC shall return any uncommitted funds to the City including any interest earned accompanied by a certified accounting of expenditures and revenues for the FY 2022.

3. The EDC will have an audit conducted annually by an independent accounting firm that will include specific information on how funds from participating entities, including the City, were used. A certified copy of the audit for the period of this Agreement will be presented to City by November 1, 2023..

E. The EDC agrees to perform the following “Other Duties and Conditions”

1. The EDC will provide an annual report to the City. This report will include an overview of actual expenditures during the period, an overview of the overall economic development climate in the City and Cabarrus County, descriptions of announced projects in the County by each jurisdiction, and specific measurements relating to the performance of the marketing plan. The Annual report will also include a Return on Investment (ROI) report.
2. All publications, materials, computer databases, site and building inventories or other information or materials produced as part of this program, excluding information of a confidential nature regarding real estate and business identities or reproduction of custom photography without prior consent of appropriate parties, may be used by the City for other purposes without additional compensation to the EDC. In addition, the EDC will furnish or cause to be furnished to the City any such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the EDC deemed necessary by the City. The documents so provided will remain the property of the City. EDC agrees that the City will not assume any responsibility for a third party’s use of the documents that are produced.
3. The City Manager will be a member of the EDC Board of Directors during the term of this contract.

II. DUTIES AND SERVICES PROVIDED BY THE CITY TO THE EDC

- A. City will pay the EDC \$2,000.00 annually for these services as described above.
- B. The City Manager shall participate as a member of the EDC Board of Directors during the term of this contract consistent with EDC Bylaws.
- C. City shall provide public information necessary for the EDC to provide the services described in I above. The City shall not provide any confidential or proprietary information to the EDC without first obtaining such agreements and waivers from the EDC as the City, in its sole judgment and discretion, deems necessary and appropriate.

III. DEFINITIONS

QUALITY ECONOMIC GROWTH - Growth that improves the City's tax base provides jobs at or above current Cabarrus County mean hourly wages for the specific industries, enhances the quality of life and does not adversely affect the environment.

IV. OTHER TERMS and CONDITIONS of this AGREEMENT

A. Term of Agreement. The term of this Agreement shall be for the fiscal year beginning July 1, 2022 through June 30, 2023.

B. Termination of Agreement. Either party may terminate this Agreement by giving the other party a sixty day (60 day) written notice of the termination of this Agreement. In the event of such terminations, the EDC shall provide the City with all pertinent information regarding the current status of all efforts in any stage of progress at that time.

C. Notices. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows.

1. City:

a. Del Eudy
Mayor
Town of Mt. Pleasant
PO Box 787
Mt. Pleasant, NC 28124
Fax 704-436-2921

b. Town Attorney
Town of Mt. Pleasant
PO Box 787
Mt. Pleasant, NC 28124
Fax 704-436-2921

2. EDC: Page Castrodale
Executive Director
Cabarrus Economic Development, Inc.
57 Union Street South
Concord, NC 28025

D. Insurance and Liability. The EDC will maintain worker's compensation and employer's liability insurance for employees as required by law. EDC shall maintain insurance policies at all times with minimum limits as follows.

1. Coverage and Minimum Limits

- a. Workers' Compensation
 - i. \$100,000 each accident
 - ii. \$500,000 bodily injury by disease
 - iii. \$500,000 bodily injury by disease policy limit
 - b. General Liability: \$500,000 per occurrence
 - c.
 - d. Umbrella: \$1,000,000 per occurrence
2. EDC shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. All Certificates of Insurance will require thirty days (30 days) written notice by the insurer or EDC's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, EDC shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the EDC to provide such notice, EDC assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the EDC for each subsequent renewal period of the contract.
- E. Indemnification. The EDC shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any and all claims, liabilities, losses, damages, costs, or expenses, including, without limitation, reasonable attorney's fees, awards, fines, or judgments arising out of, or relating to any or all of the following.
- 1. Inaccurate information or information known to the EDC relating to the Services provided to the City by the EDC and any and all actions, advice, decisions or judgments made or recommended to be made by the City in full or partial reliance thereon.
 - 2. Damages to persons, personal property, or the City caused by an act or omission of the EDC.
 - 3. All claims, suits, losses, injuries, death, and property liability, including without limitation, expenses in connection with any such claim or suit, including reasonable attorney's fees, occurring in the performance of the proposed services.
 - 4. All claims and liabilities resulting from the EDC's violation of federal, state, or local statute, regulation or ordinance.
 - 5. In the event that any good, service, or process sold and delivered or

sold and performed hereunder shall be defective in any respect whatsoever, the EDC shall indemnify and save harmless the City from all loss or the payment of all sums of money by reason of all accidents, injuries, or damages to persons or property that shall happen or occur in connection with the use or sale of such good, service, or process and are contributed to by said condition.

- F. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase of any good, service, or process hereunder, the EDC shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof.
- G. Strict Compliance. The City may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.
- H. Bankruptcy. If any bankruptcy or insolvency proceedings are commenced against EDC and are not dismissed within thirty (30) days after service of such proceedings on EDC, or if EDC shall file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors, or be adjudicated bankrupt or make an assignment for the benefit of creditors, or be dissolved or liquidated, or shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of EDC or of all or substantially all of the property of EDC is appointed in any proceeding brought by EDC, or if such receiver, trustee, or liquidator is appointed in any proceeding against EDC. The City shall be notified immediately in writing in the manner described in Section IV. C above.
- I. Severability. In the event that any provision herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in full force and effect, and binding upon the parties hereto.
- J. Survival. All obligations arising prior to the termination of this agreement and all provisions of this Agreement allocating responsibility or liability between the City and the EDC shall survive the completion of the services and the termination of this Agreement.
- K. Governing Law. This Agreement shall be governed in all respects by the laws of the State of North Carolina. All suits at law or in equity for any breach of the Agreement or for default in payment shall be instituted and maintained in any court of competent jurisdiction in Mt. Pleasant, North Carolina.
- L. Assignment. No assignment of this Agreement or any of the rights, benefits and/or duties under this Agreement is permitted except by the written Agreement approved by both the City Council and the Board of Directors of the EDC.

- M. Agency, Third Party Beneficiary Relationships. This agreement creates a limited agency relationship between the City and the EDC only for: The purposes of a) This Agreement as stated above and b) Suggesting that the City Council make discrete allocations for the “specific economic development activities” listed in NC Gen. Stat. §158-7.1(b). This Agreement does not create any agency relationship between the City and any entity or person other than the EDC. This Agreement is not intended to and does not create any intended or unintended third-party beneficiaries of this Agreement.

- N. Entire Agreement. This Agreement represents the entire understanding and agreement between the parties hereto relating to the services, except modifications and clarifications noted in the Attachment, and supersedes any and all prior agreements whether written or oral that may exist between the parties regarding it. This Agreement shall not be assigned by either the EDC or the City without the other’s permission.

No subsequent amendment or modification to this Agreement or any waiver of any provisions hereof shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Town Clerk</p>	<p>Town of Mt. Pleasant NORTH CAROLINA</p> <p>By: _____ Del Eudy, Mayor</p>
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This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Director
Town of Mt. Pleasant, North Carolina
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____

Town Attorney

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Page Castrodale Executive Director</p>	<p>CABARRUS ECONOMIC DEVELOPMENT, INC.</p> <p>By: _____ Chair of the Board</p>
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MEMORANDUM

To: Mayor and Town Board
From: Randy Holloway, Town Manager
Date: June 13, 2022
RE: Manager's report for May 2022

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

- Continued worked with Staff on preparing the budget for Fiscal year 22/23.
- Participated in a pre-bid meeting for the Town Hall Complex project. We had a bid opening scheduled for May 26th. We could not open bids with only two bids. The bid opening has been rescheduled for the morning of June 13th and we hope to add this to the agenda that evening.
- Working with the Town Engineer and LKC to have an engineering specialist visit the water intake site later in June and give us a recommendation on how to move forward.
- Participated in a meeting with Staff and members of the Downtown Business group to work out details for upcoming events.
- I continued to work with Staff, LKC Engineering and our Town Engineer on the State funded water and sewer projects. I have signed all the contracts with LKC for these projects. We should be ready to go to bid with these projects in August.
- Participated in a meeting with the architect, civil engineer and Town Engineer for the Fire Department project. This project is out for bid with the bid opening scheduled for June 30th.
- Continued working with Staff and the Town Engineer to replace the sewer pump station that serves the Senior Center. The new pump station will serve both the Senior Center and new restroom facility being constructed later this year. The pump station will have a new 2" force main that will run behind the Lion's Club building and tie into a new sewer manhole at the entrance to the rear of the fire department parking lot. A new gravity line will be installed from Town Hall to a new manhole that will be installed in the center of parking lot behind the Fire Station. This new manhole will serve the Town Hall complex along with the new addition to the Fire Station.
- Have a closing scheduled for the Helm's property on June 7th.
- 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 May or June. This is an ongoing project that will hopefully come to a positive outcome soon.
- Worked with Staff to coordinate the branding and communications plans with Granite Sky Creative Group to handle the Town's branding project and communications projects for the various water and sewer projects.

- 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.

Mount Pleasant

North Carolina

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ASSISTANT TOWN MANAGER'S REPORT

June 2022

To: Mayor & Commissioners

From: Crystal Smith, Assistant Town Administrator

Subject: Monthly Activities for May 2022

- Attended monthly Leadership Team meeting
- Attended monthly Town Board meeting
- Monthly BCBS webinar
- Submitted annual NC Department of Labor public Sector Occupational Safety & Health Injury and Illness Survey (for 2021)
- Working on Independence Celebration
- Working on Fall Festival
- Attended Alumni Association of Municipal and County Administration Spring Seminar: Elected as Treasurer for this board at alumni meeting.
- Continued work on compiling Payroll information for Supplanting reports
- Submitted monthly motor fuel tax reimbursement forms
- Continued working with McGill & Associates on Municipal Complex and Park Project. Attended Prebid meeting.
- Attended Cabarrus County Quarterly Summit

Respectfully submitted,



Crystal Whitley Smith
Assistant Town Manager

FINANCIAL REPORT as of May 31, 2022

Cash Balances

	General Fund	Powell Bill Bank Account	GF-Capital Reserve	Water/Sewer Fund	Capital Project Fire Station Add
First Bank-Checking	222,965.35	60,587.63		472,138.54	230,984.80
First Bank-Payroll Checking	88,723.87				
First Bank-General Fund Money Market	1,355,438.98				
First Bank-Retiree Insurance Money Market	14,409.04				
First Bank-W/S Money Market			820,009.81		
First Bank-USDA Capital Project Checking			100,565.41		
First Bank-Summer St Pump Station Capital Proj			39,793.96		
First Bank- ARP Special Reserve Fund	85,716.78				
First Bank-Façade Grant	12,885.80				
First Bank-Savings (Sidwalk Escrow)	6,303.24				
First Bank-Capital Reserve- Police Vehicles			56,631.72		
First Bank- Capital Reserve- FD Vehicles			56,185.77		
First Bank-FD Radio Capital Reserve	10,758.00			93,617.73	
First Bank-USDA Payment Reserve (formerly Manhole Repairs)					
First Bank- 42% Reserve	865,285.26				
First Bank- Infrastructure & Streets Cap Reserve	20,000.21				
First Bank- SCIF Funds from State	300,003.21				
Uwharrie Bank Savings (Park Dev)	77,649.38			30,962.34	
Uwharrie Bank-Dredging (Savings)				1,313.23	
NC Capital Mgmt Trust-Debt Setoff Acct					
Total Cash Balances	3,060,139.12	60,587.63	112,817.49	1,558,401.02	230,984.80

FY2021-2022

	General Fund		Water Sewer Fund		PERCENT
	APPROVED 2021-2022	MONTH TO DATE (Encumbered)	YEAR TO DATE	YEAR TO DATE	
Revenues	3,334,927.00	354,337.33	2,521,375.36	\$813,551.64	76%
Expenditures	3,334,927.00		1,988,001.90	\$992,587.77	70%
Revenues	1,230,398.00		1,517,977.36	-\$287,579.36	123%
Expenditures	1,230,398.00		1,036,111.96	\$69,486.84	94%

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

	<u>CURRENT BUDGET</u>	<u>YTD ACTUAL</u>	<u>DIFFERENCE</u>
GENERAL GOVERNMENT			
Town Hall	265,485.00	269,380.05	(3,895.05)
Governing Body	40,399.00	25,598.37	14,800.63
Admin	640,632.00	204,719.38	435,912.62
Planning & Zoning	177,940.00	108,221.86	69,718.14
	1,124,456.00	607,919.66	516,536.34
PUBLIC SAFETY			
Law Enforcement	161,693.00	119,658.01	42,034.99
Fire Department	1,045,253.00	505,637.70	539,615.30
	1,206,946.00	625,295.71	581,650.29
PUBLIC WORKS			
Operations Center	43,450.00	34,539.94	8,910.06
Streets	480,238.00	167,769.82	312,468.18
Sanitation	138,500.00	102,107.68	36,392.32
Buildings & Grounds	73,582.00	57,809.12	15,772.88
	735,770.00	362,226.56	373,543.44
CULTURE/REC	147,641.00	80,655.46	66,985.54
DEBT SERVICE			
Debt Service Principal	85,466.00	76,814.61	8,651.39
Debt Service Interest	18,485.00	19,427.46	(942.46)
	103,951.00	96,242.07	7,708.93
TOTAL	3,318,764.00	1,772,339.46	1,546,424.54
WATER/SEWER			
Admin	249,965.00	191,683.91	58,281.09
Operations Center	28,900.00	40,769.42	(11,869.42)
Water	155,929.00	142,933.10	12,995.90
Sewer	415,418.00	263,373.06	152,044.94
Water Treatment Plant	561,988.00	253,578.27	308,409.73
	1,412,200.00	892,337.76	519,862.24
DEBT SERVICE			
Debt Service Principal	157,392.00	155,389.83	2,002.17
Debt Service Interest	14,879.00	11,877.43	3,001.57
	172,271.00	167,267.26	5,003.74
TOTAL	1,756,742.00	1,226,872.28	529,869.72
COMBINED	5,075,506.00	2,999,211.74	2,076,294.26

Mount Pleasant

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Planning and Economic Development May 23, 2022

Planning & Zoning Cases

SUP 2022-01 North Carolina Masonry Contractors Association Office

Description: The applicant requests a Special Use Permit from the Board of Adjustment to open an office in the RL Residential Low Density zoning district under the "civic, social, and fraternal organization" category of the Permitted Uses Table. The property has previously been used as a residence.

Applicant: Ryan Shaver

Property Owner: Thyra Eagle Dry

Area: 0.61 acres

Location: 8030 NC Highway 49 N

Cabarrus County Parcel Number: 5670-07-4558

Current Status: Board of Adjustment Public Hearing continued until June 27 meeting.

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 & Zoning Board will continue to review proposed amendments. Final review and recommendation anticipated at June meeting.

Development Agreement for SUB 2017-01 Green Acres

Description: Subject to NCGS Chapter 160D, Article 10, the Town Board opened a public hearing to enter into a revised development agreement with the property owner and developer for the approximately 14.88-acre property, which was approved for 37 single-family residential lots in 2017. The proposed agreement sets forth responsibilities for the installation of utilities to the site and a development schedule. Location: NC Highway 73 E at Green Acres Circle. Cabarrus County Parcel Number: 5651-70-6355. Zoning: CZ RM Conditional Zoning Residential Medium Density. This request does not change the approved zoning, subdivision preliminary plat, or number of dwelling units. The proposed agreement sets forth responsibilities and expectations for the installation of utilities, provision of utilities, and development schedule. The original development agreement was approved in 2009. This revision reflects the 2017 approved plan and current standards for infrastructure installation.

Current Status: The Town Board opened the public hearing and continued the public hearing until the developer can close on the property with property owner. Closing scheduled for May 4 has been delayed two weeks. It is anticipated that the hearing can be closed and item voted upon at the June 13 meeting.

SUB 2020-03 Brighton Park Preliminary Plat

Description: 178 single family lots with community clubhouse and pool. The proposed number of lots was reduced by one lot due to constraints determined during preparation of Construction Plans.

Applicant: Niblock Homes

Location: Southwest corner of NC Highway 73 and NC Highway 49

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

Area: approx. 86.77 acres

Proposed Density: 2.05 dwelling units per acre

Zoning: RM Residential Medium Density

Current Status: Construction Plans have been reviewed and are under revision.

Code of Ordinances

Proposed amendments will be presented as they are completed.

Part 7: Motor Vehicles & Traffic

Staff is working on draft amendments to limit on-street parking on Town streets and one-way streets due to narrow street width. Speed on town streets is also being examined. This section would also include provisions for low-speed vehicles. The Town cannot control speed limits on State-maintained streets. Staff plans to present these amendments at the May 9 Town Board meeting and requests to schedule a public hearing at the June 13 meeting.

Part 8: Offenses (Nuisances)

Staff has been researching noise ordinances in other jurisdictions. Additional updates to nuisance regulations are also being looked at. Staff hopes to present draft amendments at the July 11 Town Board meeting.

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 continues to work with state representatives on capturing more capacity through flow estimate reductions. Information, including a proposed sewer allocation policy, will be presented to the Town Board at the June 13 meeting.
- LKC is currently working on engineering documents for water and sewer improvements to be completed with USDA loan funds. Additional water and sewer projects have been identified that could potentially be completed with the \$8 million state earmark. The Board approved a working Capital Improvements List at the April 11 meeting.
- Staff has applied for a \$950,000 Rural Transformation Downtown Revitalization Grant through the NC Department of Commerce to apply towards utility duct bank installation during the waterline project. Duke Energy prepared the study for the for utility line burial/relocation in the square downtown and reached out to Spectrum and Windstream to coordinate. Spectrum visited the Town the last week of March to verify field conditions and will work with Duke to locate. Spectrum also reached out to help identify potential funding for their portion of the project. NCDOT is also coordinating to make stormwater improvements during construction.

Comprehensive Plan Implementation

- Cabarrus County is working on plans for a new Mount Pleasant Library/Senior Center and Park. The site was rezoned in February to OI to facilitate the project. The site is currently under design with an anticipated opening in 2024.
- McGill and Associates has completed plans for the next phase of the Municipal Complex Improvements, which focus on amenities at McAllister Field. Financing is under review. Construction is expected to begin after July 1.
- The Town has been awarded the Carolina Thread Trail Implementation Grant for trailhead expansion at the Buffalo Creek Preserve. The picnic shelter is scheduled for delivery the last week of May. Peterson Grading work will begin May 9 with the bulk of site work being completed by the end of May.
- 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. HMW Preservation has been selected to complete the Survey and Nomination Form update. LKC was selected for the Downtown Stormwater study. The contract will be presented to the Town Board for approval.

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. Property acquisition is complete. Staff will reach out to NCDOT in the next couple of weeks to enter into the project contract.

Permits

May and June (to date) report attached.

May and June 2022 Zoning Permits (to date)

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2022-15	5/4/2022	5670-22-0332	1550	S. Main St.	Accessory	Backyard Pavilion	Chris Swofford	
Z-2022-16	5/4/2022	5660-95-9981	834	Page St.	New	Single-family residential home	Chris Smith	
Z-2022-17	5/26/2022	5670-17-6375	8352	NC Hwy. 49	Sign	Dollar General wall sign replace	EID-Angela Sears	
Z-2022-18	5/6/2022	5670-41-7979	8934	E. Franklin St.	Change/Sign	Industrial Pump Solutions		CoC-done
Z-2022-19	5/10/2022	5670-23-8628	8600	Park Dr.	Demolition	MP Park Restroom/Concession	Town of Mount Pleasant	

5 Zoning Permits

Permit #	Date	Cab. Co. #	Add. #	Street Name	Type	Permit Description	Applicant	Notes
Z-2022-20	6/1/2022	5579-57-1842	8871	8871 Erbach Lane	Accessory	Swimming Pool	Quality Pools, Inc.	
Z-2022-21	6/2/2022	5579-35-6630	7911	Malibu	New	Trailhead Picnic Shelter	Town of Mount Pleasant	CoC
Z-2022-22	6/6/2022	5670-23-8628	8600	Park Dr.	New/Accesso	Park Restroom/Concession & Storage	Town of Mount Pleasant	CoC

3 Zoning Permits

MEMORANDUM

To: Mayor and Town Board

From: Jeff Watts, Code Enforcement

Date: May 19, 2022

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

New: None

Update:

- 1475 B St. – Notice of Hearing sent regarding Property Maintenance violations. Failed to show for hearing. Fines are continuing. Lien has been placed against property.
- 8542 E Franklin St – Contacted County inspectors regarding the retaining wall being built.
- 1117 S Skyland – Notice of Violation sent regarding permits and MPDO violations. Owner has corrected the violations. Closed.
- 116 N Main. – Notice of Violation sent regarding leaking septic system. County inspector visited the property. Owner working with the town to hookup to sewer system
- 1455 C St. – Notice of Violation sent regarding junk cars. Corrected by owner. Closed.

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 Garmon McGuire - Notice sent regarding Zoning violations. Visited the site, cleanup is ongoing. Will continue to monitor progress.
- 9115 E Franklin St – Notice of Minimum Housing violation sent – working with Public Works to monitor the issue.
- 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.
- 7570 Hwy 73 – Spoke with owner, he understands he can do no further work on the property until he has proper access and permits.
- 2351 Mt. Pleasant Rd. South – Notice of Violation sent regarding MPDO violation. Owner is working to get this corrected.

MEMORANDUM

To: Mayor and Town Board

From: Lane Bost , Public Works

Date: June 13, 2022

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

New:

- Completed monthly meter reads
- Water Cut-Offs
- Responded to 1 pump station alarm calls
- Responded to 3 customer calls
- Picked up 15 dump truck loads of brush which equals 180 cubic yards of brush
- Completed 42 work orders for various issues
- Installed water tap 1245 Summer St
- Installed 3 sewer taps on Foil St.
- Installed 3 water taps on Foil St.

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

Cabarrus County Sheriff's Office

Law Calls for Service

253 / Mt Pleasant

03/01/2022 - 05/31/2022

OFFICER-INITIATED	Mar-22	Apr-22	May-22
Total	1,028	821	1,194
50 B OR C	3	0	0
ASSAULT	0	0	1
BURGLAR ALARM	0	1	0
CIVIL PROCESS	5	9	8
DIRECT TRAFFIC	15	4	4
DRUG INVESTIGATION	0	0	1
FOLLOW UP	4	1	5
IMPROPERLY PARKED VEH	1	1	2
INFORMATION	0	0	1
SECURITY CHECK	852	715	1,020
SERVICE CALL LAW	1	0	1
SPECIAL EVENT	3	0	0
SRO ASSIST ADMIN	16	7	16
SRO DRUG INVESTIGATION	0	0	1
SRO FIGHT/ASSAULT	0	1	0
SRO INVESTIGATION	0	1	3
SRO MENTOR/COUNSEL	8	4	9
SRO PARENT MEETING	4	1	4
SRO SAFETY CHECK	19	14	27
SRO THREAT	0	1	2
STRANDED MOTORIST	1	1	1
SUSPICIOUS SUBJECT	1	1	4
SUSPICIOUS VEHICLE	0	1	2
TRAFFIC ACC PROPERTY DAMAGE	1	1	0
TRAFFIC STOP	93	56	79
WARRANT	1	1	3

DISPATCHED	Mar-22	Apr-22	May-22
Total	55	56	60
ADDRESS CHECK	0	1	1
ALL ANIMAL CONTROL CALLS	2	0	2
ASSAULT	0	0	1
ASSIST COUNTY FIRE DEPARTMENT	0	0	1
ASSIST DSS	0	1	0
ASSIST EMS	3	4	1
ASSIST OTHER	1	0	0
ATTEMPT TO LOCATE	0	0	2
BANK ALARM	0	1	0
BREAKING AND ENTERING OF BUSN	0	1	0
BREAKING ENTER OF VEHICLE	0	1	0
BURGLAR ALARM	3	7	7
CARELESS RECKLESS DRIVING	1	0	2
CELL PHONE 911 HANGUP	0	0	1
COMMITMENT PAPERS	1	0	1
CRIMINAL SUMMONS	1	0	0
DISCHARGE FIREARMS	1	0	1
DISPUTE (ANYONE)	5	5	5
DOMESTIC DISTURBANCE	1	0	0
DRUG INVESTIGATION	0	1	1
ESCORT	2	2	1
FIGHT	0	1	0
FOLLOW UP	1	3	0
FRAUD / FORGERY	2	1	0
IMPROPERLY PARKED VEH	0	1	1
INFORMATION	0	0	1
LARCENY	0	1	2
LIVESTOCK	1	1	0
LOUD (ANYTHING DESC IN NARR)	2	1	1
OPEN DOOR	0	1	1

	Mar-22	Apr-22	May-22
OVERDOSE / POISONING	0	0	1
PROPERTY DAMAGE	0	1	0
PROWLER	0	1	1
RAPE	0	1	0
RECOVERED PROPERTY	1	0	0
ROAD HAZARD	1	0	3
SERVICE CALL LAW	6	1	0
SRO ASSIST ADMIN	1	0	0
SRO INVESTIGATION	0	0	1
SRO THREAT	0	0	1
STOLEN VEHICLE	1	1	0
STRANDED MOTORIST	0	0	1
SUSPICIOUS SUBJECT	4	4	9
SUSPICIOUS VEHICLE	1	1	2
THREATENING SUICIDE	0	2	0
TRAFFIC ACC PROPERTY DAMAGE	6	3	3
TRAFFIC ACCIDENT PI	2	1	1
TRESPASSING	1	2	0
VEHICLE FIRE	0	1	0
WELFARE CHECK (PERSON)	4	3	4

Details for Dispatched Calls for Service

05/01/2022 - 05/31/2022

Total Disp. CFS: 60

Event #	Date / Time	Street	Case #	Call Source
ADDRESS CHECK 1				
22-101350	05/28 19:57	ENCHANTED LN		PHONE
ALL ANIMAL CONTROL CALLS 2				
22-087510	05/11 11:00	MT PLEASANT RD S/OLDENBURG DR		PHONE
22-101106	05/28 09:26	B ST		PHONE
ASSAULT 1				
22-093473	05/19 03:21	MALIBU RD	22-0519-0002	PHONE
ASSIST COUNTY FIRE DEPARTMENT 1				
22-096185	05/22 16:22	SHORT ST		PHONE
ASSIST EMS 1				
22-083949	05/06 02:37	W FRANKLIN ST		PHONE
ATTEMPT TO LOCATE 2				
22-085244	05/08 02:34	SHORT ST		STATE
22-101375	05/28 20:49	E FRANKLIN ST		PHONE
BURGLAR ALARM 7				
22-088647	05/12 15:53	W FRANKLIN ST		PHONE
22-088976	05/13 08:43	COOK ST		PHONE
22-094390	05/20 06:47	W FRANKLIN ST		PHONE
22-095963	05/22 08:45	E FRANKLIN ST		PHONE
22-096045	05/22 11:14	E FRANKLIN ST		PHONE
22-102005	05/30 01:01	NC HWY 49 N		PHONE
22-103510	05/31 23:03	NC HWY 49 N		PHONE
CARELESS RECKLESS DRIVING 2				
22-086468	05/09 22:33	E FRANKLIN ST/BARRINGER ST		PHONE
22-094674	05/20 11:59	OLDENBURG DR/MT PLEASANT RD S		PHONE
CELL PHONE 911 HANGUP 1				
22-088341	05/12 11:14	NORTH DR		PHONE
COMMITMENT PAPERS 1				
22-082038	05/03 15:43	W FRANKLIN ST		PHONE
DISCHARGE FIREARMS 1				
22-098911	05/25 16:53	B ST		PHONE
DISPUTE (ANYONE) 5				
22-087480	05/11 10:25	MALIBU RD		PHONE
22-098644	05/25 13:35	WALKER RD	22-0525-0015	PHONE
22-099190	05/26 01:31	HILLSIDE DR		PHONE
22-099242	05/26 02:32	HILLSIDE DR		PHONE
22-100391	05/27 12:54	NC HWY 73 E		PHONE
DRUG INVESTIGATION 1				
22-101998	05/30 00:37	HILLSIDE DR		PHONE
ESCORT 1				
22-089813	05/14 09:48	COOK ST		PHONE
IMPROPERLY PARKED VEH 1				
22-085341	05/08 08:40	REID ST		PHONE
INFORMATION 1				
22-100567	05/27 15:21	N MAIN ST		PHONE
LARCENY 2				
22-082534	05/04 11:34	NC HWY 49 N	22-0504-0005	PHONE
22-083816	05/05 21:08	NC HWY 73 E		PHONE

253 / Mt Pleasant

LOUD (ANYTHING DESC IN NARR)				1		
22-101669	05/29	09:55	NC HWY 49 N			PHONE
OPEN DOOR				1		
22-102770	05/31	09:11	NC HWY 49 N			PHONE
OVERDOSE / POISONING				1		
22-089899	05/14	11:59	W FRANKLIN ST			PHONE
PROWLER				1		
22-090159	05/14	21:12	LORELEI CT			PHONE
ROAD HAZARD				3		
22-095070	05/20	20:16	S SKYLAND DR/W FRANKLIN ST			PHONE
22-096423	05/23	07:56	NORTH DR/VALLEY ST			PHONE
22-099023	05/25	20:18	NC HWY 49 N			PHONE
SRO INVESTIGATION				1		
22-088346	05/12	11:19	WALKER RD	22-0512-0005		PHONE
SRO THREAT				1		
22-081194	05/02	12:46	WALKER RD	22-0502-0004		PHONE
STRANDED MOTORIST				1		
22-095342	05/21	08:36	NC HWY 49 N			PHONE
SUSPICIOUS SUBJECT				9		
22-081912	05/03	14:16	NC HWY 49 N			PHONE
22-083844	05/05	21:35	NC HWY 49 N			PHONE
22-084907	05/07	11:16	NC HWY 49 N			PHONE
22-084940	05/07	12:53	MT PLEASANT RD W/S HALIFAX ST			PHONE
22-085086	05/07	19:25	ERBACH LN			PHONE
22-086838	05/10	12:04	NC HWY 49 N			PHONE
22-090637	05/15	16:34	NORTH DR			PHONE
22-093123	05/18	15:20	E FRANKLIN ST			PHONE
22-103343	05/31	19:06	SUMMER ST			W911
SUSPICIOUS VEHICLE				2		
22-082214	05/03	21:41	NC HWY 49 N/N MAIN ST			PHONE
22-087441	05/11	09:46	WALKER RD			PHONE
TRAFFIC ACC PROPERTY DAMAGE				3		
22-080636	05/01	15:17	NC HWY 49 N	22-0501-0006		PHONE
22-082851	05/04	17:00	S MAIN ST	22-0504-0011		PHONE
22-100533	05/27	14:58	N MAIN ST/COOK ST	22-0527-0011		PHONE
TRAFFIC ACCIDENT PI				1		
22-089685	05/14	01:52	N MAIN ST	22-0514-0001		PHONE
WELFARE CHECK (PERSON)				4		
22-083074	05/04	23:06	JACKSON ST			PHONE
22-083702	05/05	18:15	N COLLEGE ST			PHONE
22-084549	05/06	19:55	ROSS CIR			PHONE
22-089897	05/14	11:54	OLDENBURG DR			XFER

Board Report for May 2022 from Fire Department

-The 1993 Tanker has sold to a department in Georgia for \$45,000. They will pick it up in the next week or so.

-We are leaving to go get the new to us ladder on Sunday the 12th. It has passed the annual test, 5 year non destructive test, and ground ladder testing.

-We are continuing to test hydrants and have been working with public works testing the valves on Hwy 73.

-Myself and other Chief officers have been meeting with the fire marshals office in regards to a district realignment that the county is doing. We have another meeting scheduled with him so nothing is final yet, but we could loose some of our district to other departments.

-Rescue 19 is still out of service and in the shop with either a cracked engine head or bad head gasket. They are waiting on the head to be tested to make sure we don't need a new one.

-The pre bid meeting for the station remodel is June 15th. And bids will be in by June 30th.

As always thank you for your support!

Dustin Sneed
Fire Chief
Mt. Pleasant Fire Dept.

Notice of Public Hearing

Notice is hereby given that the Proposed Budget for Fiscal Year 2022-2023 for the Town of Mount Pleasant has been submitted to the Town Board. A Public Hearing on the Proposed Budget will be held in the Commissioner's Room on Monday, June 13, 2022 at 6:00 P.M.

The Proposed Budget will be available for inspection on weekdays at Town Hall between the hours of 8:00 A.M. and 4:30 P.M.

All persons are invited to attend and speak at this public hearing. Please call Town Hall at (704) 436-9803 if you have any questions or if you need special accommodations for the meeting.

Publication Date: Friday, June 3, 2022

Public Hearing Agenda Item:

Consider approving the proposed budget, budget ordinance, and fee schedule for Fiscal year 2022-2023.

Narrative:

The budget is balanced using the current tax rate of 50.5 cents per one hundred dollars tax value. The recommended budget also includes an additional \$1.25 increase to base rates for water/sewer bills. The complete budget and fee schedule are included in the agenda packet.

Recommendation:

1. Motion to approve the presented Budget for Fiscal Year 2022-2023 at a tax rate of 50.5 cents per one hundred dollars and Fees & Charges Schedule.
2. Motion to approve the Budget Ordinance for Fiscal Year 2022-2023.

NOTICE OF PUBLIC HEARING

The Town of Mount Pleasant Board of Commissioners will hold a public hearing at the regular meeting on **Monday, June 13, 2022 at 6:00PM** in the Meeting Chamber of Town Hall, 8590 Park Drive, Mount Pleasant, NC 28124 regarding the following item:

Amendments to Town of Mount Pleasant Code of Ordinances Part 7: Vehicles and Traffic

Proposed amendments to Code of Ordinances Part 7 to include form of government updates, enforcement provisions, establish certain one-way streets and limited through-traffic streets on streets with narrow widths, limit parking on streets less than 24 feet in pavement width, horse-drawn carriage provisions, low-speed vehicle and golf cart provisions, and speed limits on Town streets.

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: Friday, June 3

Mount Pleasant

North Carolina

Founded in 1848

Agenda item:

Discuss construction bids received for the Municipal Complex & Park Improvements.

Narrative:

The first bid opening was May 26th and only two bids were submitted. The Town is required by state statutes to have three bids and the project had to be advertised again in the local paper, minority paper, the HUB, and town website. The new bid opening date is scheduled for June 13 at 10am. Bids will be opened this time regardless of the number of bids.

Town Staff will make a recommendation to the Board at the meeting based on bids received.

Recommendations:

Open

Mount Pleasant

North Carolina

Founded in 1848

Agenda item:

Consider the RFP's for Bank Loans received to fund the Fire Department Renovation and Municipal Complex & Park Improvements.

Narrative:

Town Staff received responses back from three banks: First Bank, Truist, and Uwharrie Bank. Based on the proposed fees and interest rates the top two were First Bank and Uwharrie Bank.

A breakdown of the loan proposals is attached. During the meeting on June 13, 2022, Town staff will discuss rates as submitted and make their recommendation.

Recommendations:

Open

RFP Results for Bank Loans: Projects-Fire Dept. Renovation and Municipal Complex & Park Improvements

<u>Bank</u>	<u>Interest Rate</u>	<u>Term</u>	<u>Amount</u>	<u>Expiration of offer</u>	<u>Fees</u>
First Bank	3.08%	20 years	\$1.5 & \$2.5 million	7/29/2022	not to exceed \$5,000 for legal if needed
Truist	4.23%	20 years	\$1.5 & \$2.5 million	6/26/2022	\$5,900 EACH Doc/legal review
Uwharrie Bank	2.97%	20 years	\$1.5 & \$2.5 million	7/4/22 -60days from offer date	Appraisals \$5-6k for each loan Legal Fees \$8-10k for each loan

Agenda item:

Consider approving the two Resolutions for State Funded Water and Sewer projects.

Narrative:

LKC Engineering is assisting the Town in completing necessary paperwork to receive the \$8million in funds granted by the State for water/sewer infrastructure improvements. To continue moving forward the Board needs to approve the Resolution of the Governing Body of Recipient for both the water and sewer projects since they are separate projects.

The Adams Creek Sewer Project is estimated at \$5,475,000 and the Cook Street, Skyland Drive, and Franklin Street waterline Project is estimated at \$2,525,000.

As the project continues there will be many forms to sign. Within the Resolution it states that the Town Manager and Mayor will be able to sign documents as needed by the Division of Water Infrastructure.

Recommendations:

Motion to approve the two Resolutions for State Funded Water and Sewer projects.

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the Town of Mount Pleasant has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$5,475,000** to perform work detailed in the submitted application described as the Lower Adams Creek Sewer Project, and

WHEREAS, the Town of Mount Pleasant intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNT PLEASANT:

That the Town of Mount Pleasant does hereby accept the American Rescue Plan Grant offer of **\$5,475,000**.

That the Town of Mount Pleasant does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Randy Holloway, Town Manager, and Del Eudy, Mayor, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 13th day of June, 2022 at Mount Pleasant, North Carolina.

(Signature of Chief Executive Officer)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Town of Mount Pleasant
PO Box 787
Mount Pleasant NC 28124

Project Number: SRP-W-ARP-0081

CFDA Number: 21.027

Funding Program

	<input type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>	Funding Increases		
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$5,475,000

Project Description:

Lower Adams Creek Sewer Project

Total Financial Assistance Offer: **\$5,475,000**

Total Project Cost: **\$5,475,000**

Estimated Closing Fee*: na

For Loans

Principal Forgiveness: **\$0**

Interest Rate: **0.0% Per Annum**

Maximum Loan Term: **0 Years**

**Estimated closing fee calculated based on grant and loan amount.*

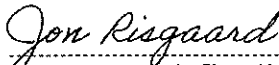
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

 Signature Jon Risgaard for Shadi Eskaf	6/3/2022 Date
---	------------------

On Behalf of:

Town of Mount Pleasant

Name of Representative in Resolution:

Title (Type or Print):

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

_____ Signature	_____ Date
--------------------	---------------

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

.....
Signature

.....
Date

SALES-TAX REIMBURSEMENT CERTIFICATION FORM
(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Town of Mount Pleasant

Project Number: SRP-W-ARP-0081

Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

The construction contract was bid with sales taxes and the unit of government will request reimbursement from the DOR.

Sales Tax **IS NOT** deducted in either of these scenarios.

The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

The construction contract was bid without sales taxes

Randy Holloway, Town Manager

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT: Town of Mount Pleasant

PROJECT NUMBER: SRP-W-ARP-0081

FEDERAL IDENTIFICATION NUMBER: 56-6001297

UNIQUE ENTITY ID: X5DKHDA7VP74

RESOLUTION BY GOVERNING BODY OF RECIPIENT

WHEREAS, the Town of Mount Pleasant has received an earmark for the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund established in S.L. 2021-180 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of **\$2,525,000** to perform work detailed in the submitted application described as the Mount Pleasant Water Distribution Improvements – 2022 Project, and

WHEREAS, the Town of Mount Pleasant intends to perform said project in accordance with the agreed scope of work,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF MOUNT PLEASANT:

That the Town of Mount Pleasant does hereby accept the American Rescue Plan Grant offer of **\$2,525,000**.

That the Town of Mount Pleasant does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Randy Holloway, Town Manager, and Del Eudy, Mayor, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 13th day of June, 2022 at Mount Pleasant, North Carolina.

(Signature of Chief Executive Officer)

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient
Town of Mount Pleasant
PO Box 787
Mount Pleasant NC 28124

Project Number: SRP-D-ARP-0082
CFDA Number: 21.027

Funding Program

Drinking Water	<input checked="" type="checkbox"/>	Additional Amount for	Previous Total	Total Offered
Wastewater	<input type="checkbox"/>	Funding Increases		
State Revolving Fund (SRF)	<input type="checkbox"/>			
State Reserve Loan (SRP)	<input type="checkbox"/>			
State Reserve Grant (SRP)	<input type="checkbox"/>			
State Grant Appropriation (SAP)	<input type="checkbox"/>			
American Rescue Plan Act (ARPA)	<input checked="" type="checkbox"/>			\$2,525,000

Project Description:

Cook St., Skyland Dr., & Franklin St. Waterline Project

Total Financial Assistance Offer: \$2,525,000
Total Project Cost: \$2,525,000
Estimated Closing Fee*: na
For Loans
Principal Forgiveness: \$0
Interest Rate: 0.0% Per Annum
Maximum Loan Term: 0 Years

**Estimated closing fee calculated based on grant and loan amount.*

Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance,

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina: **Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

<i>Jon Risgaard</i> Signature Jon Risgaard for Shadi Eskaf	6/6/22 Date
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On Behalf of: Town of Mount Pleasant
Name of Representative in Resolution: _____
Title (Type or Print): _____

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the Assurances and the Standard Conditions.

Signature	Date
-----------	------

STANDARD CONDITIONS

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully reimbursed to the recipient) by December 31, 2026.

Acknowledgement of Standard Conditions and Assurances

The Applicant hereby gives assurance to the Department of Environmental Quality that the declarations, assurances, representations, and statements made by the Applicant in the Application; and all documents, amendments, and communications filed with the Department of Environmental Quality by the Applicant in support of its request for financial assistance will be fulfilled.

..... Signature Date
--------------------	---------------

SALES-TAX REIMBURSEMENT CERTIFICATION FORM

(FOR FUNDING PROGRAMS IN THE DIVISION OF WATER INFRASTRUCTURE)

Applicant: Town of Mount Pleasant

Project Number: SRP-D-ARP-0082

Check If Applicant is not a unit of government under North Carolina law

If Applicant noted above is a Unit of Government in North Carolina, check the applicable box below.

Sales Tax **IS** deducted in this scenario. Please show this on the disbursement requests.

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Sales Tax **IS NOT** deducted in either of these scenarios.

The construction contract was bid with sales taxes and the unit of government will not request reimbursement from the DOR.

The construction contract was bid without sales taxes

Randy Holloway, Town Manager

(Printed Name and Title of Authorized Representative)

(Signature of Authorized Representative)

(Date)

Submit to: NC Dept. of Environment & Natural Resources
Division of Water Infrastructure
Pam Whitley, Project Management Branch
1633 Mail Service Center
Raleigh, NC 27699-1633

FEDERAL ID & Unique Entity ID # REQUEST MEMO

TO: All Loan and Grant Recipients

SUBJECT: Federal Identification Number

Please be advised that all local government units receiving grant or loan funds from the State of North Carolina must supply their Federal Identification Number to this office upon acceptance of your loan/grant offer. Therefore, please provide the information below and return to:

Division of Water Infrastructure
1633 Mail Service Center
Raleigh, North Carolina 27699-1633

RECIPIENT: TOWN OF MOUNT PLEASANT

PROJECT NUMBER: SRP-D-ARP-0082

FEDERAL IDENTIFICATION NUMBER: 56-6001297

UNIQUE ENTITY ID: X5DKHDA7VP74

Mount Pleasant

North Carolina

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Agenda Item:

Consider allowing the Town Manager to approve Year End Budget Amendments for FY2020-2021 for auditing purposes.

Narrative:

To help with the auditing process, some yearend line items need to be adjusted at the end of June. This involves moving money from one budgeted line item to the other to prevent exceeding the annual budget for each department. Per North Carolina General Statutes the Town Manager can sign the Budget Amendments with approval from the Town Board.

Recommendation:

Motion to allow the Town Manager to approve Year End Budget Amendments for FY2020-2021 for auditing purposes.

Mount Pleasant

North Carolina

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Agenda Item:

Consider appointing a representative to the Water & Sewer Authority of Cabarrus County (WSACC) Board.

Narrative:

WSACC sent an email to the Town on May 10th stating,

“The appointment of Jim Sells to the Board of Directors of the Water and Sewer Authority of Cabarrus County (WSACC) will expire at WSACC’s Annual Meeting on June 16, 2022.

The Town of Mt. Pleasant will need to make a new appointment or may re-appoint Mr. Sells to WSACC’s Board of Directors. Please notify us of your appointment or re-appointment as soon as possible.”

The term is for three (3) years.

Recommendation:

Motion to appoint _____ as representative to the Water & Sewer Authority of Cabarrus County (WSACC) Board for a term ending June 30, 2025.

Mount Pleasant

North Carolina

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Agenda item:

Consider appointing the alternate member position to the Planning & Zoning Board with a term that expires on June 30, 2025.

Narrative:

As requested by the Board at the May 9th Town Board meeting, notice was posted for the alternate member position for the Planning and Zoning Board. The position is currently being held by Warren Love.

The following Town residents submitted applications to be considered:

Rita Gilmore
Jonathan Helms
Roy Keene
Christin Lindsey
Warren Love

The term will be for 3 years effective July 1, 2022 to June 30, 2025.

Recommendations:

Motion to appoint/reappoint _____ to Planning & Zoning Board with a 3-year term ending June 30, 2025.

Mount Pleasant

North Carolina

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Application for Appointment to Town of Mount Pleasant Boards

The Town of Mount Pleasant Board of Commissioners believe that all citizens should have the opportunity to participate in governmental decisions. One way of participating is by serving as a member of one of the Town's various boards. If you wish to be considered for appointment to a board, please complete the information below and return it to the Town Clerk at Mount Pleasant Town Hall located at 8590 Park Drive or by mail to PO Box 787, Mount Pleasant, NC 28124. For more information about serving on an appointed board, you may contact Town Hall at (704) 436-9803.

Town Boards (Please check all you are interested in):

Town Board of Commissioners (by election only)

ABC Board Planning & Zoning Board

Name: Rita Gilmore

Home Street Address: 763 N. Main St. Mt. Pleasant NC
28124

Mailing Address (if different): _____

Telephone: Home: n/a Cell: 980-521-3014

Email Address: ritagilmore2@gmail.com

Occupation: Accountant / Real Estate Broker

Employer: Gerald O. Dry PA / G2 Real Estate

How many hours per month can you devote to Board work?: _____

Are you unavailable any days during the week for daytime or evening meetings? (please list): Not available in the morning hours M-F

How long have you resided in Mount Pleasant?: life - 57 years

Educational Background: Graduate of Pfeiffer College - Business Administration

Business and Civic Experience: I've been in the accounting field since college. I've been a real estate broker since 2015 and I'm half owner of the firm. I also own an event venue right outside MP.

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

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

Mount Pleasant

North Carolina

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Application for Appointment to Town of Mount Pleasant Boards

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Town Boards (Please check all you are interested in):

Town Board of Commissioners (by election only)

ABC Board Planning & Zoning Board

Name: JONATHAN HELMS

Home Street Address: 8563 FRANKLIN ST E MOUNT PLEASANT NC 28124

Mailing Address (if different): _____

Telephone: Home: _____ Cell: 980-621-8127

Email Address: jonhelms24@gmail.com

Occupation: GRANT WRITING + DEVELOPMENT

Employer: BOYS + GIRLS CLUB OF CABARRUS COUNTY

How many hours per month can you devote to Board work?: 10-15

Are you unavailable any days during the week for daytime or evening meetings? (please

list): 1ST MONDAY OF EACH MONTH I AM UNAVAILABLE UNTIL AFTER 8 PM

How long have you resided in Mount Pleasant?: 7 YEARS

Educational Background: BACHELORS OF SCIENCE IN SOCIOLOGY +
MASTERS OF SCIENCE IN YOUTH DEVELOPMENT LEADERSHIP

Business and Civic Experience: MOST OF MY PROFESSIONAL CAREER HAS
BEGN IN COMMUNITY PLANNING, RESOURCES + FUNDRAISING.

OTHER EXPERIENCE IS RELATED TO COMPLIANCE OF STATE,
FEDERAL + LOCAL MANDATES FOR AWARDED GRANTS.

Areas of Interest/Skills: I AM INTERESTED IN ALL FORMS OF OUR LOCAL
GOVERNMENT + HOPE TO SERVE AS A BENEVOLENT PATRON
OF THE TOWN.

Have you ever served on a Board or Commission before? (list name of Board and dates):

NO

Have you ever been charged with and/ or convicted of a criminal offence? NO If so, please explain:

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying

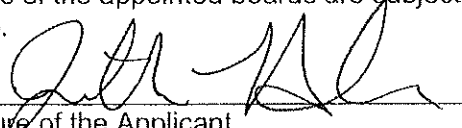
Names and Phone Numbers:

1. LORI FURR - 704-796-4535
2. JOE HABINA - 704-490-8639
3. JEFF WATTS - 980-521-3051

I understand that this application will be active for 6 months and I hereby authorize The Town of Mount Pleasant to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards are subject to the N. C. open meeting law (NCGS 143-318.10).

6/1/2022

Date


Signature of the Applicant

For Office Use Only

Date Received: ___/___/20___ By: _____

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Application for Appointment to Town of Mount Pleasant Boards

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Town Boards (Please check all you are interested in):

Town Board of Commissioners (by election only)

ABC Board Planning & Zoning Board

Name: Roy Keene

Home Street Address: 8865 Erbach Lane

Mailing Address (if different): _____

Telephone: Home: _____ Cell: 954-205-8762

Email Address: roygkeene@gmail.com

Occupation: Engineering Technician III

Employer: North Carolina Department of Transportation

How many hours per month can you devote to Board work?: 60 plus

Are you unavailable any days during the week for daytime or evening meetings? (please list): Unavailable Monday to Friday until 4pm

How long have you resided in Mount Pleasant?: one year

Educational Background: Bachelor's Degree in Communications and Bachelor's Degree in Sociology

Business and Civic Experience: N/A

Mount Pleasant

North Carolina

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Application for Appointment to Town of Mount Pleasant Boards

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Town Boards (Please check all you are interested in):

Town Board of Commissioners (by election only)

ABC Board Planning & Zoning Board

Name: Christin Lindsey

Home Street Address: 1898 Waldeck Ct. Mt. Pleasant, 28124

Mailing Address (if different): _____

Telephone: Home: _____ Cell: 704-743-3328

Email Address: christin.lindsey@gmail.com

Occupation: Treasurer & Data Manager

Employer: Cabarrus County Schools

How many hours per month can you devote to Board work?: Approx. 10

Are you unavailable any days during the week for daytime or evening meetings? (please

list): I am unavailable Monday - Friday during the day until 3pm

How long have you resided in Mount Pleasant?: 6 years

Educational Background: I completed courses in accounting, business, and education.

Business and Civic Experience: I have experiences in accounting, banking, finance, and management.

Areas of Interest/Skills: I have several years of experience volunteering within a community, organizing events and establishing processes.

Have you ever served on a Board or Commission before? (list name of Board and dates):

No.

Have you ever been charged with and/ or convicted of a criminal offence? Yes If so, please explain:

I was charged with fishing without a fishing licenses in 2000. The charges were dropped, never convicted.

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying

Names and Phone Numbers:

1. Lori Furr 704.796.4535
2. Ada Bowens 704.273.2351
3. Kelley Poulos 704.425.4785.

I understand that this application will be active for 6 months and I hereby authorize The Town of Mount Pleasant to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards are subject to the N. C. open meeting law (NCGS 143-318.10).

5/24/2022

Date

Curtis Mier

Signature of the Applicant

For Office Use Only

Date Received: ___/___/20___ By: _____

Mount Pleasant

North Carolina

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Application for Appointment to Town of Mount Pleasant Boards

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Town Boards (Please check all you are interested in):

Town Board of Commissioners (by election only)

ABC Board Planning & Zoning Board

Name: Warren Love

Home Street Address: 8527 Walnut St. Mt. Pleasant, NC 28124

Mailing Address (if different): _____

Telephone: Home: 704-436-1250 Cell: 704-363-1198

Email Address: WL6813@gmail.com

Occupation: Manager

Employer: Siemens

How many hours per month can you devote to Board work?: 10+

Are you unavailable any days during the week for daytime or evening meetings? (please list): NA

How long have you resided in Mount Pleasant?: 32 years

Educational Background: Associates Degree

Business and Civic Experience: Current member of P&Z board,
Work in finance and business field.

Areas of Interest/Skills: _____

Have you ever served on a Board or Commission before? (list name of Board and dates): Yes MP P+Z Board Oct 2020-Current

Have you ever been charged with and/ or convicted of a criminal offence? No If so, please explain:

References

List three persons who are not related to you and who have definite knowledge of your qualifications and fitness for the position for which you are applying

Names and Phone Numbers:

1. Andy Clement 704-791-4697
2. Joe Fox 704-682-2734
3. Jabbar Montague 407-325-1368

I understand that this application will be active for 6 months and I hereby authorize The Town of Mount Pleasant to verify all information included in this application. I further understand this application is subject to the N. C. Public Records Law (NCGS 132-1) and may be released upon request. Meetings of the appointed boards are subject to the N. C. open meeting law (NCGS 143-318.10).

5-25-22
Date

[Signature]
Signature of the Applicant

For Office Use Only

Date Received: ___/___/20___ By: _____

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Agenda item:

Discuss American Legion building HVAC repair issues.

Narrative:

Terry Bowers from the American Legion informed the Town that the HVAC was out of service for the building. He received a quote for the unit to be replaced for \$5,800. Mr. Bowers asked the Town if we would be able to pay for the unit since they have limited funds. They had been renting to a church to help pay the light and water bills. The American Legion currently has 5 active members.

Based on the Lease Agreement between both parties on March 1, 1983, the *“tenant accepts the Demised Premises “as is” without warranties or representations of any nature on behalf of Landlord. Tenant agrees to perform all maintenance on the Demised Premises. Landlord shall have no responsibility for repairs of any nature, including any repairs for heating and air conditioning systems, if any, now or hereafter existing on the Demised Premises.”*

Recommendations:

Open

Copy of quote attached.



Dennis Patterson HVAC Inc
2950 Barnhardt Rd
Mt Pleasant, NC 28124

Phone: (704) 787-9708
dphvacoffice@gmail.com
dennispattersonhvac.com

Bill to
American Legend
1364 Washington St
Mt. Pleasant, NC 28124

Ship to
American Legend
1364 Washington St
Mt. Pleasant, NC 28124

Quote #: q1639

Item	Description	Quantity	Price	Amount
CSTM	Install 2.5 ton Rudd heat pump system	1	\$5,800.00	\$5,800.00

Subtotal: \$5,800.00

Tax: \$0.00

Total: \$5,800.00

Payments: \$0.00

Mount Pleasant

North Carolina

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Agenda item:

Discuss Wastewater Allocation Policy for the Town

Narrative:

Town Staff will discuss the drafted Wastewater Allocation Policy to be used until January 1, 2025 or completion of the WSACC expansion.

Recommendations:

Open

TOWN OF MOUNT PLEASANT WASTEWATER ALLOCATION POLICY

I. Purpose and Intent.

The Town of Mount Pleasant (“Town”) has invested and is continuing to invest substantial capital in the infrastructure necessary to support a prosperous, healthy, and sustainable community. Wastewater treatment capacity is among the most important elements of this infrastructure. Since 1992 this service has been provided to the Town by the Water and Sewer Authority of Cabarrus County (“WSACC”). The intent of this policy is to provide for the judicious allocation of these resources in conformity with the growth-related priorities of the Mount Pleasant Board of Commissioners which are established and/or reconfirmed in this policy. Further, the underpinning structure of this policy is to achieve a fair and reasonable balance between public interests and private interests. This policy is intended to manage the remaining capacity available until additional capacity is developed through the expansion of the Rocky River Regional Wastewater Treatment Plant (“RRRWWTP”) which is owned and managed by WSACC as well as manage future capacity. This policy will be reviewed periodically to ensure it is achieving the intended purpose.

II. Scope.

In November 2021 an Interlocal Wastewater Capacity Allocation Agreement (the “Allocation Agreement”) was executed by WSACC and all of its member jurisdictions. This agreement provides for a method of distributing all available WSACC wastewater treatment capacity to each member jurisdiction under an agreed-upon formula.

The scope of this policy is to provide for a fair and reasonable allocation of the Town’s available wastewater capacity per the Allocation Agreement to meet the needs of both public and private land development interests. Due to limited capacity, phasing plans may be required for larger developments.

A significant factor influencing the development of this policy is that the collective demand from private sector development requests (formal and informal) exceeds the current and planned capacity of the RRRWWTP. Accordingly, this is a “point in time” policy in that it allocates a finite amount of sewer treatment capacity to specific projects over the course of approximately seven to ten years. The capacity is projected to be available in four phases:

- A. Phase I. Existing capacity between now and the first expansion of the RRRWWTP expected by mid-2024.
- B. Phase II. Capacity at the time of the first expansion of the RRRWWTP in 2024 to the time of the second expansion of the RRRWWTP expected by early-2027.
- C. Phase III. Capacity at the time of the second expansion of the RRRWWTP in 2027 to a point in time where there is no remaining unallocated capacity *or* when an expected third expansion of the RRRWWTP is completed. The third expansion timeframe has not been determined at the time of this policy adoption. This expansion is expected to occur between 2027 and 2030 depending on an acceleration of permitting, funding commitments and the ability to layer this expansion on the second expansion from a timing and engineering standpoint.
- D. Phase IV. Capacity at the time of the Phase III expansion to a to-be-determined future time dependent upon the size of this expansion.

III. Policy Applicability.

- A. This policy shall control the preliminary allocation of wastewater treatment capacity to projects requiring permits based upon 15A NCAC, Subchapter 02T, subject to the WSACC Wastewater Service Agreement and WSACC Sewer Allocation and Commitment Policy.
- B. In general, parcels of land with an existing wastewater service connection at the time of the adoption of this policy is considered to have an existing wastewater treatment capacity allocation based on current land and/or building use. A parcel of land with no wastewater service connection at the time of the adoption of this policy is considered to not have an existing wastewater treatment capacity allocation.
- C. Issuance of a new or modified Allocation Certificate will be at the sole and absolute discretion of the Town and shall be in accordance with this policy.
- D. Notwithstanding the provisions of Section III, Subsections A or B, the following types of development are exempt from the requirements of this policy:
 1. A single- or two-family home on one existing, recorded lot at the time of the adoption of this policy
 2. A single-family or two-family home on a lot that was part of division of land exempted from subdivision regulations in accordance with NCGS 160D-802.
 3. Small non-residential projects within a single-building using less than 600 gpd, subject to 15A NCAC 02T.303 (a)(2-3)
 4. New or expanded accessory buildings.
 5. New additions or interior renovations to existing buildings with an existing sewer connection.
 6. Property serviced by a septic system which will not be connected to the Town's wastewater system.

IV. General Policy.

The Town seeks to grant wastewater allocations in a way that supports economic growth, economic diversity, strengthening of the tax base, creation of jobs, promotion of high-quality development and maximization of existing infrastructure and service delivery capacity. To provide a foundation for this policy, the Mount Pleasant Board of Commissioners hereby adopts the following broad development priorities and determines that they are in the best interests of the Town, its citizens and stakeholders.

This policy provides that all development projects seeking an Allocation Certificate fall into one of four (4) categories as described below. The priorities are rank ordered (first being most important). A table listing projects meeting these priorities with expected phased project timelines shall be kept by the Town Planning Director with a copy available for public inspection in the office of the Town Clerk.

- A. **Priority 1: Projects with prior Town Commitments.** Due to the commitment by the Town of significant financial resources and/or contractual obligations, the following development projects shall be issued an Allocation Certificate which will support the project commencement and completion. These projects shall be subject to a phasing plan as set forth in approved development agreements.

Project	Development Agreement	Financial Commitments
SUB 2017-01 Green Acres	Yes	WSACC Pump Station #3, Sewer line participation
SUB 2020-01 Brighton Park	Yes	WSACC Pump Station #3, Empire Drive Pump Station

- B. **Priority 2: Strategic Reserve.** This priority consists of a strategic reserve of wastewater treatment capacity to support future projects or development sites that support the general policy statement at the beginning of this Section IV and/or strategic projects that further the implementation of specific strategies outlined in the Town's adopted Comprehensive Plan. The decision to set aside capacity for these projects, future sites and development categories will be at the sole discretion of the Town. A strategic reserve in the amount of 10,000 gpd shall be set aside for these projects until the first RRRWWTP plant expansion is completed. Following completion of the first plant expansion, 10% of the Town's total allocation shall be set aside in reserve.

Generally, these projects, project sites or development categories are expected to have significant positive community impacts. These strategic reserve projects, sites and development categories are intended to align with the following strategic priorities:

1. **Recent Town investments.** These are projects or project sites served by water, sewer, stormwater, street, buildings or other such public investments currently secured by current Town debt obligations.
2. **Downtown development.** These are projects or project sites are located within the designated Downtown Core as identified in the Town's Comprehensive Plan Future Land Use Map.

3. **Economic Development.** These projects or project sites include commercial, office and industrial development (and similar uses) which create significant tax base and create 10 or more jobs.
 4. **Improved public services or infrastructure.** These are projects that, if developed, will result in significant improvements to existing public services or infrastructure through private financial participation. Examples may be partnerships on water or sewer extensions that improve fire protection or water pressures, dedication of land for a public park, greenway, or school site, as may be set forth in a development agreement subject to NCGS 160D, Article 10. The improvements must be substantial in nature including a significant private commitment of funding or other public asset development.
- C. **Priority 3: Previously Approved Projects.** Due to existing substantial financial and operational commitments of private sector development entities, based on good faith, valid and unexpired preliminary plat or preliminary site plan approvals by the Town at the time this policy is adopted, these projects will be considered for allocation of necessary sewer treatment capacity to support the project commencement and completion. Projects with preliminary plat or preliminary site plan approval must adhere to the application procedures described in Section V of this policy. If, at any time there exists greater sewer treatment demand than there is available sewer treatment capacity, the ranking procedures in Section V shall determine how the available capacity is allocated. These projects may also be subject to a phasing plan. For residential projects, each phase shall be limited to no more than 50 units annually.
- D. **Priority 4: Waiting List Projects.** These are projects that are not included in Section IV, subsections A, B or C above. The projects in this priority category become part of a waiting list and they are scored based on the prioritization scoring outlined in Section V "Procedures". Initially, upon adoption of this policy these are all projects that have an approved preliminary plat or preliminary site plan but do not yet have allocation secured as Priorities 1-3. Should additional wastewater capacity become available from WSACC or from projects not proceeding expeditiously in accordance with this policy, then projects on the waiting list will become eligible for requesting an Allocation Certificate. This potential for assigning additional allocation will only occur once every six (6) months after receiving updated capacity reports from WSACC (expected by the end of January and July of each year) except in extraordinary circumstances as approved by the Town Board of Commissioners. Projects that have secured preliminary plat or preliminary site plan approval at the time of the adoption of this policy shall be given first consideration for additional allocation over other projects.

V. Procedure.

- A. The owner or developer of any project requiring an Allocation Certificate from the Town shall submit a written application via a form provided by Town staff, for an allocation reservation in conjunction with a Preliminary Plat or Preliminary Site Plan submittal or recent approval. The application shall include detailed information on the amount of capacity necessary to serve the project, the nature of the project, project schedule and phasing in relation to demand of utility capacity, and other supporting information demonstrating how the project serves the needs and interests of the Town. In the case of industrial flows, additional information associated with the constituents shall be required and may be subject

to other ordinances or policies of the Town and WSACC.

- B. All projects requesting in excess of 5,000 gpd shall require Allocation Certificate approval by the Town Board of Commissioners, subject to the priorities outlined in Section IV. All Allocation Certificate applications for such projects shall also include information regarding positive community impacts offered as part of a development proposal. Such projects shall be scored and evaluated based on the following criteria. Projects that receive a score of eight (8) points or greater shall be viewed as favorable for receiving available capacity. Waiting list projects with higher scores shall receive preference for the next available allocation.

RESIDENTIAL PROJECT EVALUATION

Criteria	Points
Consistent with Comprehensive Plan (prior to development request)	+2
Redevelopment Site	+2
Downtown Core Site	+2
Significant participation in Town Capital Improvement Project	+2
Completes a designated pedestrian segment identified in the Comprehensive Plan or Bicycle & Pedestrian Plan	+2
Fulfills significant Comprehensive Plan Parks & Recreation Strategies	+2
Phasing limited to no more than 25 units per year	+1
Contiguous Annexation	-1
Non-contiguous Annexation	-2
Inconsistent with Comprehensive Plan (prior to development request)	-2
New pump station needed	-2

NON-RESIDENTIAL PROJECT EVALUATION

Criteria	Points
Consistent with Comprehensive Plan (prior to development request)	+2
Redevelopment Site	+2
Downtown Core Site	+2
Light Industrial/Employment Center Site	+2
Significant participation in Town Capital Improvement Project	+2
Completes a designated pedestrian segment identified in the Comprehensive Plan or Bicycle & Pedestrian Plan	+2
Fulfills significant Comprehensive Plan Parks & Recreation Strategies	+2
Contiguous Annexation	-1
Non-contiguous Annexation	-2
Inconsistent with Comprehensive Plan (prior to development request)	-2
New pump station needed	-2

- C. In accordance with the Allocation Agreement, every six (6) months the updated wastewater treatment capacity available to the Town from WSACC will be reconciled with a list of projects that have applied for but have not yet received an Allocation Certificate. At this time the Town will consider allocating some or all of its then available wastewater treatment capacity to strategic reserve projects and to those competing projects “wait list” projects. There is no guarantee of any project receiving an Allocation Certificate.

- D. Due to weather-related factors, the regulatory environment, and the dynamic nature of wastewater flow and treatment, accounting of available capacity is, by its very nature, inexact and subject to change. The Town will continually track allocation reservations granted and the amount of capacity available. Such reports do not constitute a policy statement, commitment or guarantee on the amount of capacity available for allocation.
- E. Allocation Certificates issued by the Town will reserve the approved wastewater treatment plant capacity and permit the completion by the applicant of construction drawings. The Allocation Certificate issued by the Town will be followed by the corresponding flow acceptance by WSACC during final approval of Construction Plans by the Town.
- F. Allocation Certificates are not transferrable except upon written consent of the Town.

VI. General Conditions

- A. This policy shall replace any previous practices or policies on wastewater treatment capacity allocations adopted by the Town.
- B. Due to the limited wastewater treatment capacity, it is the intention of this policy to prohibit “capacity banking” where valuable wastewater treatment capacity is allocated but not used by a development project within a reasonable timeframe. Projects receiving an Allocation Certificate following preliminary plat or preliminary site plan approval must proceed diligently to secure Construction Plan approval within two (2) years from its issuance. If within one (1) year of Construction Plan approval, substantial construction has not taken place in the form of the commencement of grading and installation of improvements, the Allocation Certificate shall automatically expire. A one (1) time extension of up to six (6) months may be granted by the Planning Director if construction is imminent. Projects with an expired Allocation Certificate will be required to submit a new application. These projects will be placed on the waiting list in the order they are received.
- C. For large, multi-phase projects, an approved phasing plan will include specific timing of construction drawing submittals that will generally adhere to the principles in this subsection VI.B; however the first phase must comply with the timeframes of this subsection. Notwithstanding the above, if contractual obligations between a developer and the Town provide a different schedule for securing these approvals the contractual obligations shall become the requirement.

Upon request by the project applicant and at the discretion of the Town Manager or designee, an allocation execution timeframe may be extended one time for no more than six (6) months. Such requests must provide documentation of extenuating circumstances causing the need for the extension.

- D. Most projects requesting in excess of 5,000 gallons per day will be required to be phased. Final decisions on project phasing will be at the discretion of the Town Board of Commissioners due to the phased nature of sewer treatment capacity increases and the intent to provide a fair and equitable allocation of capacity to as many development projects as possible.
- E. If a project is unsuccessful in obtaining any required Federal, State, or local government permit

or approval, the allocation shall be retracted. The Town shall bear no liability for any costs incurred by the applicant, or any further responsibility in the matter.

- F. Granting of a wastewater treatment capacity allocation does not imply or confer approval of any other applications or reviews as may be required by Town Ordinance or policy and does not imply or create any vested right.
- G. This policy shall be reviewed annually and, when appropriate, modified by Town Board of Commissioners. The Town's overall progress on policy goals will be considered and the criteria and/or point thresholds in the scoring matrix may be adjusted accordingly.

VII. Term.

This Policy shall be effective on and after June 14, 2022. In accordance with the Allocation Agreement this policy shall remain in effect until the earlier of (a) January 1, 2025, (b) the date upon which WSACC's expansion of the RRRWWTP comes online with 30 MGD treatment capacity, or (c) termination of the Allocation Agreement by WSACC.

DRAFT

Town of Mount Pleasant Non-residential Project Flow Estimates

PIN	Development Name	Applicant	Status	Development Type	Acres	Potential Uses	Estimated Flows (gpd)	Type	Estimated Units	Total Estimated Flows (gpd)	2022	2023	2024	2025	2026	2027	2028	
New Development Projects																		
5670-44-0187	CABARRUS COUNTY PARK/SENIOR CENTER/LIBRARY	CABARRUS COUNTY ACTIVE LIVING & PARKS	Zoned, Sketch Plan	Government Building & Park-Library/Senior Center & Ballfields	28	Government Building & Park	250	gall/luxure	20	5,000	0	0	5,000	0	0	0	0	
5670-47-4622	MINI STORAGE	THOMAS MOSS	Sketch Plan	Retail or Light Industrial & Mini-Storage	11.86	Mini-Storage	0	gall/emp/shift	0	0	0	0	0	0	0	0	0	
5650-96-8496	EMERGENCY SERVICES STATION	TOWN OF MOUNT PLEASANT	Annexed, Initial Zoning	Government Building-Emergency Services	8.00	Emergency Services, Assembly, Park	50	gall/emp/shift	9	450	0	0	0	0	0	0	0	
5559-69-1561	COLD SPRINGS AT HWY. 49	COMMERCIAL PROPERTIES, LLC	Annexed, Zoned	Commercial Development	5.00	Retail-unknown square feet	1	gal/10sf (100gal/1,000sf)	1,000	1,000	0	0	1,000	0	0	0	0	
5670-92-1210	DUTCH ROAD FLEX SPACE		Zoned, Sketch Plan	Light Industrial	7.50	Light Industrial Flex Space	25	gall/emp/shift	80	2,000	0	800	800	800	400			
5670-22-3913	DOWNTOWN MIXED USE-LOWER FLOOR RETAIL		Preliminary Discussions	New Mixed-use Infill Building	0.84	4,000 SF Retail	25	gall/emp/shift	8	200	0	0	200	0	0	0	0	
	ECONOMIC DEVELOPMENT PROJECT		Preliminary Discussions	Light Industrial	100	Light Industrial-unknown square feet	25	gall/emp/shift	250	6,250	0	0	6,250	0	0	0	0	
TOTAL FLOW FOR NEW DEVELOPMENT PROJECTS											14,900	0	800	13,250	800	400	0	0
REDEVELOPMENT PROJECTS																		
5670-17-7996	PLEASANT CROSSING COMMERCIAL	MOUNT PLEASANT PROPERTIES LLC	Preliminary Plat Approved	Commercial Subdivision-12 Lots	17.89	20,300 SF Office 60,000 SF Retail 13,000 SF Restaurant	25 25 40	gall/emp/shift gall/emp/shift gall/seat	30 45 100	750 1,125 4,000	0 0 0	0 0 0	750 1,125 4,000	0 0 0	0 0 0	0 0 0	0 0 0	
5670-32-8243	TUSCARORA MILL	CHRIS PINTO	Preliminary Discussions	Historic Rehab/Upfit	7.88	45,000 SF Assembly, Brewery, Retail, Office	10	gal/10sf (100gal/1,000sf)	4.500	45,000	0	0	45,000	0	0	0	0	
5670-22-0978	PAULA THEATER		Preliminary Discussions	Historic Rehab/Upfit	0.43	6,000 SF-Assembly 2,000 SF Retail	10 25	gal/10sf (100gal/1,000sf) gall/emp/shift	600 4	6,000 100	0 0	6,000 100	0 0	0 0	0 0	0 0	0 0	
TOTAL FLOW FOR REDEVELOPMENT PROJECTS											56,975	0	6,100	50,875	0	0	0	0
TOTAL GPD											71,875							

Town of Mount Pleasant Residential Project Flow Estimates

PIN	Development Name	Applicant	Status	Development Type	Acres	Potential Dwelling Units	Estimated BRs per Unit	Estimated Flow per Unit (80 gpd/BR)	2022		2023		2024		2025		2026		2027		2028		Project Total Flow (GPD)
									Units	Flow (gpd)	Units	Flow (gpd)	Units	Flow (gpd)	Units	Flow (gpd)	Units	Flow (gpd)	Units	Flow (gpd)	Units	Flow (gpd)	
5660-95-4083	SKYLAND TOWNHOMES	COLLSTON ENTERPRISES, TIM SEAGRAVES	Construction Drawings Approved	Single-family Attached (Townhomes)	4.33	16	3	240	16	3,840	0	0	0	0	0	0	0	0	0	0	0	0	3,840
5660-56-4086	BRIGHTON PARK	NIBLOCK HOMES	Preliminary Plat Approved	Single-family Detached	83.11	178	3	240	0	0	56	13,440	62	14,880	60	14,400	0	0	0	0	0	0	42,720
5661-70-6355	GREEN ACRES	GREEN ACRES REALTY LLC A NCLLC	Preliminary Plat Approved	Single-family Detached	14.82	37	3	240	20	4,800	17	4,080	0	0	0	0	0	0	0	0	0	0	8,880
5670-17-7826	PLEASANT CROSSING TOWNHOMES	MOUNT PLEASANT PROPERTIES LLC	Preliminary Plat Approved	Single-family Attached (Townhomes)	4.29	34	3	240	0	0	17	4,080	17	4,080	0	0	0	0	0	0	0	0	8,160
5660-05-0225 5660-95-6345	WALKER ROAD	TIM SEAGRAVES	Annexed, Initial Zoning	Single Family Detached-50 units estimated	30.00	60	3	240	0	0	20	4,800	20	4,800	20	4,800	0	0	0	0	0	0	14,400
5589-69-1561	COLD SPRINGS AT HWY. 49	HWY 49 COMMERCIAL PROPERTIES LLC	Annexed, Zoned	Unknown-150 units estimated	37.00	150	3	240	0	0	0	0	25	6,000	50	12,000	50	12,000	25	6,000	0	0	36,000
									TOTALS	36	8,640	110	26,400	124	29,760	130	31,200	50	12,000	25	6,000	-	114,000
									Units Total	475	Cumulative Total		8,640		35,040		64,800		RESIDENTIAL TOTAL (GPD)		114,000		

Mount Pleasant

North Carolina

Founded in 1848

Agenda item:

Consider contracting LKC Engineering for the Downtown Stormwater Study.

Narrative:

The Town received a Stormwater Study grant from Emergency Supplemental Historic Preservation Fund under the 2020 Hurricane Florence National Parks Service subgrant for the amount of \$94,252. This grant also covers the \$25,000 for the National Historic Study for the Town. Therefore, \$69,252 would be available for the Stormwater Study.

An RFQ for Engineering was sent out and only 2 firms replied originally, and it was advertised a second time with no additional responses. The 2 firms responding were LKC Engineering and Meade Gunnell. After reviewing the submittals, Town Staff would like to contract with LKC Engineering for the Stormwater Study.

Town Staff is waiting for the contract from LKC Engineering for the Downtown Stormwater Study to see if the grant funds will cover the study in full.

Recommendations:

Open