

**TOWN OF MCADENVILLE COUNCIL AGENDA
TUESDAY, FEBRUARY 9, 2021 @ 6:00 PM
VIRTUAL MEETING HOSTED ON ZOOM**

1. CALL TO ORDER

2. ADJUSTMENT & APPROVAL OF FEBRUARY AGENDA: Items will only be added or removed upon approval of the Mayor and Town Council.

3. CONSENT AGENDA: The items of the “Consent Agenda” are adopted on a single motion and vote, unless the Mayor or Council wishes to withdraw an item for separate vote and/or discussion:

a) **Approval of Minutes:** Regular Meeting of January 12, 2021.

b) **LaBella Professional Services Agreement** – The Town has had a successful working relationship with LaBella for on-call engineering services since 2017. LaBella personnel provides project management assistance and site inspections on contracted construction projects on an as needed basis. Staff recommends approval.

c) **Historic Preservation Commission Agreement:** Interlocal Agreement between Gaston County and the Town of McAdenville allowing the Historic Preservation Commission the authority to identify and designate local historic districts and landmarks within the planning jurisdiction of McAdenville.

4. UPDATE FROM TWO RIVERS UTILITIES: TRU representatives Joe Albright, and Stephanie Scheringer will provide information on the increased sewer flow at the Town’s metering station and proposed water metering/backflow upgrades at Pharr’s Complex 46.

5. CANOE/KAYAK RENTAL DISCUSSION: The Catawba Riverkeeper is relocating their main office to McAdenville and has requested consideration for an agreement granting their organization exclusive rights to operate a canoe/kayak rental program for launch sites within Town. Councilman Richardson will provide additional details and agreement options.

6. COUNCIL GENERAL DISCUSSION: This is an opportunity for the Mayor and Council to ask questions for clarification, provide information to staff, or place an item on a future agenda.

7. OPPORTUNITY FOR PUBLIC COMMENT: Public comments may be submitted by attendees anytime during the webinar via the Q&A feature or emailed to the Town Clerk prior to the meeting at clerk@townofmcadenville.org. Comments will be read individually.

ADJOURN

TOWN OF MCADENVILLE MINUTES JANUARY 12, 2021

The McAdenville Town Council met in Regular Session on Tuesday, January 12, 2021 at 6:00 PM in a virtual format via a webinar hosted on zoom. The webinar was available live, and the link was distributed to the Sunshine List and made available on the Town's website.

PRESENT:

Mayor Jim Robinette and Mayor Pro-tem Jay McCosh; Council Members: Reid Washam, Carrie Bailey, Greg Richardson, and Joe Rankin. Also, present: Captain Debbold, and Town Administrator/Clerk Lesley Dellinger.

CALL TO ORDER:

Mayor Robinette called the meeting to order at 6:00 PM.

ADJUSTMENT & APPROVAL OF AGENDA:

The January Agenda was approved as submitted by motion of Joe Rankin, second by Greg Richardson with unanimous vote.

APPROVAL OF MINUTES:

The minutes from the Regular Meeting of December 8, 2020 were approved by motion of Joe Rankin, second by Reid Washam with unanimous vote.

PRESENTATION OF AUDIT FOR FISCAL YEAR ENDING JUNE 30, 2020:

Mr. Robert Adams, CPA, Butler & Stowe presented the Audit Report for the year ended June 30, 2020. He stated that the audit had been completed and there were no instances of non-compliance, either with the accounting controls or regulatory matters. Management's discussion and analysis reports the assets and deferred outflows of resources exceeded the liabilities and deferred inflows of resources at the close of the fiscal year with a net position of \$7,334,289. The Town's total net position decreased by \$405,747 from the previous year primarily due to the transfer of capital assets to the City of Gastonia upon completion of the South Fork Sewer Project. The financial statements disclose an increase in the governmental Fund Balance this fiscal year of \$45,700 after several years of decreases due to capital expenditures for the Town Hall facility and public greenway system. The liabilities of the Town remain low in comparison to total assets, with liabilities totaling approximately 13% of the asset base. In closing, Mr. Adams stated that the town has a positive financial standing and that a clean audit report had been approved by the state.

After presenting the overview Mr. Adams welcomed questions and/or comments from Council. Greg Richardson asked how the amount of available fund balance was determined related to the restrictions put in place by the State. Mr. Adams stated that at the end of the current fiscal year, the unassigned fund balance for the General Fund was \$761,324 or 59.44 percent of total general fund expenditures for the fiscal year. He added that additional information on calculating the unassigned fund balance amount is explained on page #44 of the audit report. In addition, a two-year fund balance analysis has been provided detailing the unrestricted and spendable reserves for the current budget year. Reid Washam thanked Mr. Adams for providing the additional fund

balance analysis and added how helpful it was in the budgeting process. The Mayor thanked Mr. Adams for the presentation and for the cooperation and support of his staff throughout the year.

Motion to accept the Audit Report for fiscal year ending June 30, 2020 was made by Reid Washam, seconded by Greg Richardson with unanimous vote.

CANOE LAUNCH CONSTRUCTION BIDS:

Canoe launch construction bids were presented for Council review from Blue Ridge Trail Works, Inc for \$24,500 and Piedmont Building Systems, LLC for \$28,700. Both bids include building the launch to the specifications provided by Stewart engineering and a concrete sidewalk connection to the existing greenway. Greg Richardson stated that he had an added level of comfort with Blue Ridge Trail Works because they were recommended by Bret Baronak with the Catawba Lands Conservancy and the Parks and Recreation Director in Cramerton. In addition, he has seen their work since they built the foot bridge on the Thread Trail for the McAdenville Woman's Club in 2019. Motion to award Blue Ridge Trail Works, Inc the canoe launch construction contract in the amount of \$24,500.00 was made by Greg Richardson, seconded by Mayor Pro-tem McCosh with unanimous vote.

GREENWAY REPAIR DISCUSSION:

The greenway sustained minor damage in two areas during a recent flood event. The pinch point section located behind the Village HOA pool has damage along the one-foot shoulders of the trail and minor wash out under the concrete sidewalk. Sidewalk Levelers has prepared a quote for repairing the pinch point area in the amount of \$7,892.50. Greg Richardson stated that he believes he can repair this area with Secure Set Foam, Quikrete and some volunteers. The Secure Set Foam can be purchased for less than \$400 and could be used to fill the voids under the concrete. The Town already has half a pallet of Quikrete which could be used to repair the damaged shoulders. He added that if the repairs prove unsuccessful then Council could consider contracting the job out to Sidewalk Levelers or another company. Council agreed that Councilman Richardson should have the opportunity to use the "valued engineered" methods discussed prior to contracting out the repair.

The second area damaged was the boardwalk near the Lakeview Drive entrance. During the last flood event this area was approximately 4 feet under water for 48 hours. The boardwalk disconnected from the concrete and floated 20-30 yards from the greenway. The boardwalk appears to be intact with minor damage, but a method for moving it back in place has become problematic and possibly costly. Richardson added that any monies saved with the pinch point repair can be used to move and reattach the boardwalk since the cost for this project has yet to be determined.

CHRISTMAS LIGHTS REVIEW:

Due to the COVID-19 restrictions, the normal operations for the Christmas Town event had to be altered. Lesley Dellinger stated that expenses were incurred with COVID signage and additional staffing for crowd management and access control for the Village neighborhood. She added that the Cares Act Grant funding that the Town received in the amount of \$10,253.00 will be used to offset these pandemic related Christmas Town Event expenses. Council's input on the events issues and successes was requested. Reid Washam stated that he planned to contact the Director

of Public Health, Steve Eaton, to find out if any COVID positive cases had been contact traced to visitors touring Christmas Town. He added that not lighting the lake achieved the goal of reducing the amount of pedestrian traffic along Wesleyan Drive. Carrie Bailey stated that she felt the additional personnel used for access control at Church Street and Academy was excessive and should be eliminated for future events. Mayor Pro-tem McCosh stated that he felt the access control at the traffic circle was well managed. He added that options for better traffic control at Wright Street and Mockingbird Lane should be evaluated prior to establishing next year's budget.

POLICE DEPARTMENT REPORT:

Captain Debbold stated that traffic citations issued during the month of December were down due to the Christmas Lights and the extra precautions in place to prevent the spread of COVID. He added that procedures for traffic enforcement had resumed to normal as of January.

COUNCIL GENERAL DISCUSSION:

Greg Richardson stated that he was invited to represent the Town of McAdenville on the South Fork River Health Committee. This committee was organized by Cramerton's Mayor, Will Cauthen, with the purpose of understanding issues concerning the current health of the South Fork River and to see what can be done to improve the water quality and investigate the contributing factors for spikes in major flooding events. Richardson added monthly meetings will begin in January 2021 and have committed participants from local municipalities, corporate stakeholders, local conservancy groups, and State Representatives.

Lesley Dellinger stated that the right-of-way encroachments have been approved by the NCDOT for the street lighting additions along Main Street and Wesleyan Drive. She added that the updated service agreement is slated for Council review at the February meeting. An update was also provided on the December 9, 2020 meeting with TRU representatives regarding the increase of sewer flow at the new metering station. Since the meeting, TRU staff discovered a missing manhole cover in the old space dye demo site and a leak in one of the line access points installed with the SFS project. Sanders Utilities has repaired the leak in the SFS line, and a replacement cover is on order for the manhole issue. Stephanie Scheringer requested that the sewer flow discussion be postponed to the February 9th meeting so that flows can be monitored for several weeks to see if the repairs have a positive impact.

OPPORTUNITY FOR PUBLIC COMMENT:

Cheryl Beck, 224 Wright Street, submitted a written comment asking about homeowner guidelines for removing & replacing trees planted in the street right-of-way (ROW) of their property. Lesley Dellinger stated that homeowners can trim trees located in the ROW of their property and remove them if they become diseased or die. Town Council has an approved list of trees that can be planted by the property owner in the ROW or green strip which can be obtained by emailing staff at Town Hall. She added that the Town does not have a tree replacement policy but will trim or remove a tree in the ROW if it poses a public safety hazard or is causing damage to Town property.

William Clark, 136 Church Street, asked if there was any new information available regarding the relocation of the cell tower on Lakeview Drive. Lesley Dellinger stated that the cell tower

should be removed from Lakeview Drive by April 30, 2021 and that no applications for new location sites have been received. Mayor Pro-tem McCosh stated he did not anticipate any interruptions in cell service for AT&T customers with 5G technology. He added that a Crown Castle representative communicated the equipment on the current tower had not been upgraded to support 5G technology due to the anticipated relocation, therefore newer cell devices are already receiving service from neighboring towers.

Denise Palm-Beck, 525 Lakeview Drive, submitted a written comment stating that by her observation, the traffic flow in the Village neighborhood was the best controlled during this year's Christmas Town event of the five years that she has lived in McAdenville.

Anna Renfro Clark, 136 Church Street, asked if the foam material that was discussed for use in the repair along the pinch point of the greenway is safe to be applied near a body of water. Greg Richardson stated that the MSDS information for the foam stated that the product was not toxic to fish, Daphnia, or bacteria.

One additional comment was received via the Q&A tab by an anonymous submitter asking for clarification on the street parking regulations letter sent to McAdenville Village residents. Greg Richardson stated that the correspondence was not from the Town. The letter was from the management group representing the Village HOA and questions on the content would need to be directed to them.

ADJOURN:

There being no further business to come before the board, the meeting adjourned at 7:25 PM upon motion of Reid Washam, second by Joe Rankin and unanimous vote.

Jim Robinette, Mayor

Lesley Dellinger, Town Clerk

Professional Services Agreement

Agreement made the _____ day of _____, 2021

between

LaBella Associates, P.C.
("LaBella")

and

Town of McAdenville
("Client")

for services related to the following Project:

McAdenville On-Call Engineering Services
("Project")

LaBella and Client hereby agree as follows:

- Description of Services:** LaBella shall perform the services set forth and described in LaBella's proposal, dated January 16, 2021, a copy of which is attached as *Exhibit A*, in accordance with the terms and conditions of this contract attached as *Exhibit B*.
- Compensation for Services:** Client shall compensate LaBella for its professional services as set forth in LaBella's proposal. LaBella shall submit invoices for services rendered on a monthly basis. Client shall make payment to LaBella no later than thirty (30) days after the date of each invoice.
- Term:** LaBella shall commence performing its services when Client gives notice to proceed. This Agreement shall terminate when LaBella's services are completed, or as otherwise provided in this Agreement.

LaBella Associates, P.C.

Town of McAdenville

By: Keith Garbrick

By: _____

Title Vice President

Title _____

Date: 01.17.2021

Date _____

Exhibit A

Proposal Letter



January 16, 2021

Ms. Lesley Dellinger, Town Administrator/Clerk
Town of McAdenville
PO Box 9, McAdenville NC 28101
163 Main Street, McAdenville NC 28101

SUBJECT: Renewal of Contract for On-Call Engineering Services – Exhibit A

Dear Lesley:

LaBella Associates appreciates the working relationship we have with the Town providing various engineering services. Currently, we are providing these services under our 2017 agreement. By this letter, we are requesting the Town to renew this contract using the rate structure shown on page 2, to be used through December 31, 2022. As per our current agreement, below is a general description of engineering services that may be provided:

- Engineering reviews of plans, calculations, and other information that are submitted to the Town for review and approval. Plan submittals to be reviewed may include subdivision plans, grading and erosion control plans, commercial development projects, floodplain development projects, traffic control studies, and other projects. The plans and calculations shall be reviewed for compliance with the standard engineering design and construction requirements of the Town.
- Field inspection services for land development construction, review construction estimates for private development bonding requirements, provide general consultation for drainage complaint resolution, or as requested.
- Consultation for engineering issues; topics may include water quality, storm water management, floodplain development, downtown development, and sidewalk planning and design.

LaBella may provide other related engineering services as requested by the Town.

Bonnie Fisher, P.E. will serve as LaBella's Project Manager for this contract, providing direction and oversight for other staff assigned to specific tasks under this contract. Joe Talbot will serve as the Construction Inspector on an as-needed basis. Other staff assigned to this contract shall have appropriate experience for the assigned task.

Typically under this type of contract, services are billed on a time and material basis. On larger projects, we will furnish the Town an estimated cost of services prior to initiating the work. LaBella will continue to submit monthly invoices that track the charges for each individual task.

If this proposal is acceptable to the Town, please sign the Professional Services Agreement and return one copy to us. We appreciate the opportunity to continue our relationship with the Town of McAdenville. If you have any questions or need additional information, please call us at (704) 941-2132.

Sincerely,

LaBella Associates, P.C.

A handwritten signature in black ink that reads 'Bonnie A. Fisher'.

Bonnie A. Fisher, P.E.
Project Manager



**LABELLA ASSOCIATES
MCADENVILLE ON-CALL ENGINEERING SERVICES**

**SCHEDULE OF FEES
JANUARY 1, 2021 - DECEMBER 31, 2022**

<u>CLASSIFICATION</u>	<u>BILLING RATE</u>
Principal	\$180.00/hour
Project Manager	\$175.00/hour
Senior Engineer	\$165.00/hour
Senior Project Engineer	\$140.00/hour
Project Engineer	\$120.00/hour
GIS Analyst	\$115.00/hour
Design Engineer/Senior Eng. Technician	\$105.00/hour
Jr. Design Engineer/Engineering Technician	\$95.00/hour
Construction Inspector	\$85.00/hour
Engineering Co-op	\$70.00/hour
Clerical	\$70.00/hour
 Mileage	 at current IRS rate
Expenses	at cost
Subconsultants	at cost plus 10 percent

Exhibit B

Terms and Conditions

Terms and Conditions

LaBella's Responsibilities: LaBella shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

LaBella shall perform its services consistent with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality under the same or similar circumstances. LaBella shall perform its services as expeditiously as is consistent with such professional skill and care, and the orderly progress of the Project.

LaBella shall comply with all applicable federal, state, and local laws and regulations in effect during the term of this Agreement. LaBella shall promptly inform Client of any changes to any laws and regulations that LaBella reasonably believes will have a material effect upon the cost of the Project, or the scope of LaBella's services. In such event, Client and LaBella shall re-negotiate the terms of this Agreement, and if unable to do so, then either party may terminate this Agreement without cause and without penalty or liability to the other party.

Client's Responsibilities: Client shall designate a representative authorized to act on its behalf with respect to the Project. All notices required under this Agreement shall be given to that representative.

Client shall provide LaBella with all available information regarding the Project necessary for LaBella to perform its professional services, including Client's requirements for the Project. Client also shall provide information regarding the Project site and any existing facilities, including destructive testing and investigation of concealed conditions and hazardous substances, in a timely manner. If Client does not perform destructive testing or investigation, nor provide information beyond that which is apparent by non-intrusive observations, or in the event documentation or information furnished by Client is inaccurate or incomplete, then any resulting damages, losses and expenses, including the cost of LaBella's changes in service or additional services, shall be borne by Client.

Client shall examine documents submitted by LaBella and render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of LaBella's services.

Additional Services: LaBella may provide additional services after execution of this Agreement without invalidating the Agreement. LaBella shall not proceed to provide any additional services, unless and until LaBella receives written direction from Client. Client shall compensate LaBella for additional services as set forth in LaBella's proposal, or as agreed upon in writing signed by both parties.

Assignment: Neither party may assign any benefit or obligation under this Agreement without the prior written consent of the other party, except LaBella may use the services of persons and entities not in LaBella's employ when appropriate and customary to do so.

Confidentiality: During the Project, confidential and/or proprietary information of the Client might be furnished to LaBella. LaBella shall use such information for the purpose of providing its professional services on the Project, and for no other purpose. LaBella shall hold such information in strict confidence, and shall not disclose such information to any person or entity, except sub-consultants engaged on the Project. Upon completion of its services, LaBella shall return or destroy all confidential and/or proprietary information to the Client.

Instruments of Service: All plans, drawings, specifications, calculations, reports and other documents prepared by LaBella as instruments of service are and shall remain the property of LaBella. Client agrees that the re-use of LaBella's instruments of service on any extension of the Project, or on any other project, is prohibited without first obtaining LaBella's written permission and consent.

Escalation: In the event the term of this Agreement is extended beyond the period of service set forth in LaBella's proposal, then compensation for professional services are subject to review and escalation by LaBella upon thirty (30) days written notice to Client. The project budget will be adjusted accordingly.

Suspension: Client may suspend this Agreement in whole or in part at any time for convenience upon seven (7) days written notice. Upon receipt of notice, LaBella shall immediately discontinue all services. LaBella shall be entitled to compensation for all services rendered up to the date of suspension. If the suspension exceeds three (3) months, an equitable adjustment in compensation shall be negotiated to compensate LaBella for all reasonable costs incurred by LaBella on account of the suspension of the Project, such as for preparation of documents for storage, maintaining space and equipment pending resumption, the orderly demobilization of staff, maintaining employees on a less-than-full-time basis, terminating employment of personnel because of suspension, rehiring former employees or hiring new employees because of resumption, reacquainting employees with the Project upon resumption, and making revisions to comply with Project requirements at the time of resumption.

Termination: Either party may terminate this Agreement for cause upon seven (7) days written notice with an opportunity to cure any default during that period.

Insurance: LaBella shall maintain, at its own expense, throughout the term of this Agreement and until the expiration of all applicable statutes of limitation, the following insurance coverages:

- Comprehensive general liability insurance with policy limits of not less than \$1,000,000 each occurrence and \$2,000,000 in the aggregate for bodily injury and property damage;
- Automobile liability insurance covering owned, non-owned, rented and hired vehicles operated by LaBella with policy limits of not less than \$1,000,000 combined single limit and aggregate for bodily injury and property damage;
- Umbrella liability insurance with policy limits of not less than \$10,000,000 each occurrence and \$10,000,000 in the aggregate;
- Worker's compensation insurance at statutory limits and employer's liability insurance with a policy limit of not less than \$1,000,000 for all employees engaged in the rendering of professional services under this Agreement; and

- Professional liability insurance with policy limits of not less than \$3,000,000 per claim and \$5,000,000 in the aggregate.

Client shall be named as an additional insured under the CGL, Automobile and Umbrella insurance policies. LaBella shall provide to the Client certificates of insurance evidencing compliance with the requirements of this Agreement. The certificates shall contain a provision that at least thirty (30) days prior written notice shall be given to Client in the event of cancellation, non-renewal, or reduction of the insurance.

Indemnification: To the fullest extent permitted by law, LaBella shall indemnify and hold the Client and its officers and employees harmless from and against liabilities, damages, losses and judgments, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of LaBella, its employees and its consultants in the performance of professional services under this Agreement. Client agrees that LaBella's financial responsibility for any and all liabilities, damages, losses, judgments, expenses and attorneys' fees shall be limited to the available proceeds of LaBella's insurance coverage.

Disputes: The parties agree that mediation before a mutually agreeable neutral third party shall be a condition precedent to any legal action arising out of this Agreement, unless waived in writing by the parties. The cost of the mediation shall be borne equally by the parties. The mediation shall be conducted in accordance with the Construction Industry Mediation Rules of the American Arbitration Association, unless the parties agree otherwise. No demand for mediation shall be made after the date that the applicable statute of limitations would bar a legal or equitable action based on the claim or dispute.

Venue and Jurisdiction: Any legal suit, action or proceeding arising out of or relating to this agreement shall be instituted in a court of competent jurisdiction located in the state and county where the project is located, and the parties hereby waive any objection which they may have now or hereafter to the venue of any such suit, action or proceeding, and also hereby irrevocably consent to the personal jurisdiction of any such court in any such suit, action or proceeding.

Choice of Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the state where the project is located without giving effect or reference to any conflict of laws provisions.

Consequential Damages: In any suit, action or proceeding, the parties shall be entitled to recover compensatory damages incurred as a result of the breach of this Agreement, but neither party shall be liable to the other for any special, indirect, or consequential damages.

Late Fees, Costs and Attorneys' Fees: An additional charge of 1.5% of an invoice will be imposed each month on all past due accounts. Imposition of such charges does not constitute an extension of the payment due date. In the event that LaBella must bring suit to collect payment of any invoices, then Client agrees to pay LaBella's costs and expenses, including reasonable attorneys' fees.

Remedies Cumulative: The rights and remedies available to a party under this Agreement are cumulative and in addition to, not exclusive of, or in substitution for, any other rights or remedies either party may have at law, or in equity, or under this Agreement. Nothing contained in this Agreement shall be deemed to preclude either party from seeking injunctive relief, if necessary, in order to prevent the other party from willfully or intentionally breaching its obligations under this Agreement or to compel the other party to perform its obligations hereunder.

Non-Waiver: Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this Agreement will not be construed as a waiver of any right accruing under this Agreement, nor affect any subsequent breach, nor affect the effectiveness of this Agreement or any part hereof, nor prejudice either party as regards any subsequent action.

Force Majeure: Neither party to this Agreement shall be liable to the other for delays in performing the obligations called for by this Agreement, or the direct and indirect costs resulting from such delays, that are caused by labor strikes, riots, war, acts of government authorities other than the Client (if a governmental authority), extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

Severability: The provisions of this Agreement are hereby agreed and declared to be severable. Any term or provision of this Agreement which is held to be unenforceable by a court of competent jurisdiction shall be deemed to have been stricken from this Agreement, and the remaining terms and provisions of this Agreement shall be construed and enforced without such terms or provisions.

Counterparts: This Agreement may be executed in one or more counterparts, each one of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Scope of Agreement: This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral, except that terms specific to future projects shall be set forth in LaBella's proposals. This Agreement may be amended only by written instrument signed by both parties.

Historic Preservation Commission

Timeline and Game Plan for Complete Update of all regulating documents



Due Date (all components): June 1, 2021



Complete by		
☐	November 1, 2020	Obtain copy of original bylaws and interlocal agreement and begin edits
☐	November 17, 2020	Present to HPC members to gain feedback
☐	December 30, 2020	Complete final edits of bylaws and interlocal agreement and prepare to send out to all other municipalities
☐	December 30, 2020	Draft out second interlocal agreement (Agreement to complete COAs on behalf of local jurisdiction)
☐	February 1, 2021	Have bylaws and interlocal agreements ready to send out to local jurisdictions for review.
☐	February – March 2021	Allow jurisdictions time to review and gain approval from council/commissioners
☐	April 2021	Gather all agreements and prepare for presentation to County Board of Commissioners Begin drafting standards of what the HPC will consider "minor" works for COAs (these will have the ability to be approved administratively versus going through a quasi-judicial process)
☐	May 2021	Bylaws updated in time for June "Annual Meeting" of the HPC (this is where elections will take place and hopefully creation of extra committees. Each town should have a written interlocal agreement with the county.

AGREEMENT DESIGNATING A JOINT HISTORIC PRESERVATION COMMISSION AND REQUESTING THAT GASTON COUNTY ACT AS A CERTIFIED LOCAL GOVERNMENT

This is an agreement between the County of Gaston (“County”) and the Town of McAdenville (“Town/City”) requesting the Gaston County Historic Preservation Commission to exercise those powers and duties given to it by and under the North Carolina General Statutes 160D and the Gaston County Historic Preservation by-laws within the Town of McAdenville planning jurisdiction, as well as to act on the Town’s behalf as a Certified Local Government.

1. Designation of a Joint Historic Preservation Commission

Pursuant to the authority provided in Section 160D of the North Carolina General Statutes, the County and Town hereby designate the Gaston County Historic Preservation Commission as a joint historic preservation commission to be governed by the statutory sections cited above and provisions set forth in the Gaston County Historic Preservation Commission Ordinance, as established in the Ordinance and Resolution creating the Historic Preservation Commission and its amendments, as found in Resolution 90-124, 91-26, and 93-308. The Commission shall have the authority to exercise, within the planning jurisdiction of McAdenville, all the powers and duties given to it by said statutes as well as the Gaston County Historic Preservation Commission By-Laws. These powers and duties shall include but are not limited to identification and designation of local historic districts and landmarks as provided in N.C. Gen. Stat. §160D, provided that any such designation be submitted to and approved by both the Town and the County. The Commission shall have the sole authority for issuing Certificates of Appropriateness for any designated landmark.

2. County Amendments to the Gaston County Historic Preservation Commission Ordinance

If the County proposes any amendment to the Gaston County Historic Preservation Commission Ordinance, it will provide the Town written notice of the proposed amendment and provide the Town reasonable opportunity to review and comment on the proposed amendment before the County holds a public hearing on the amendment.

3. Funding Commission

As established in the Ordinance creating the Historic Preservation Commission and subsequent amendments, the County will provide the staffing, materials, and funding it deems necessary to support the Commission's basic duties.

4. Termination of Agreement

The Town may terminate this agreement by providing the County a 90-day written notice of its intent to terminate. The County may terminate this Agreement by providing the Town with a 90-day written notice of its intent to terminate. Any landmarks within the jurisdiction of the Town after withdrawal from the Agreement become the responsibility of the Town, provided that it has passed an ordinance to create a local preservation commission. Landmarks in the jurisdiction of the Town with no preservation commission will be de-designated by the Gaston County Historic Preservation Commission.

5. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and it supersedes any and all prior representations and agreements, whether oral or written, between the Parties. No such prior representations or agreements may be offered or considered to vary the terms of this Agreement, or to determine the meaning of any of its provisions.

6. Severability

In the event that any provision of this Agreement is declared invalid for any reason by a court of competent jurisdiction, said finding will not affect the remaining provisions of this Agreement.

7. No Third-Party Beneficiaries

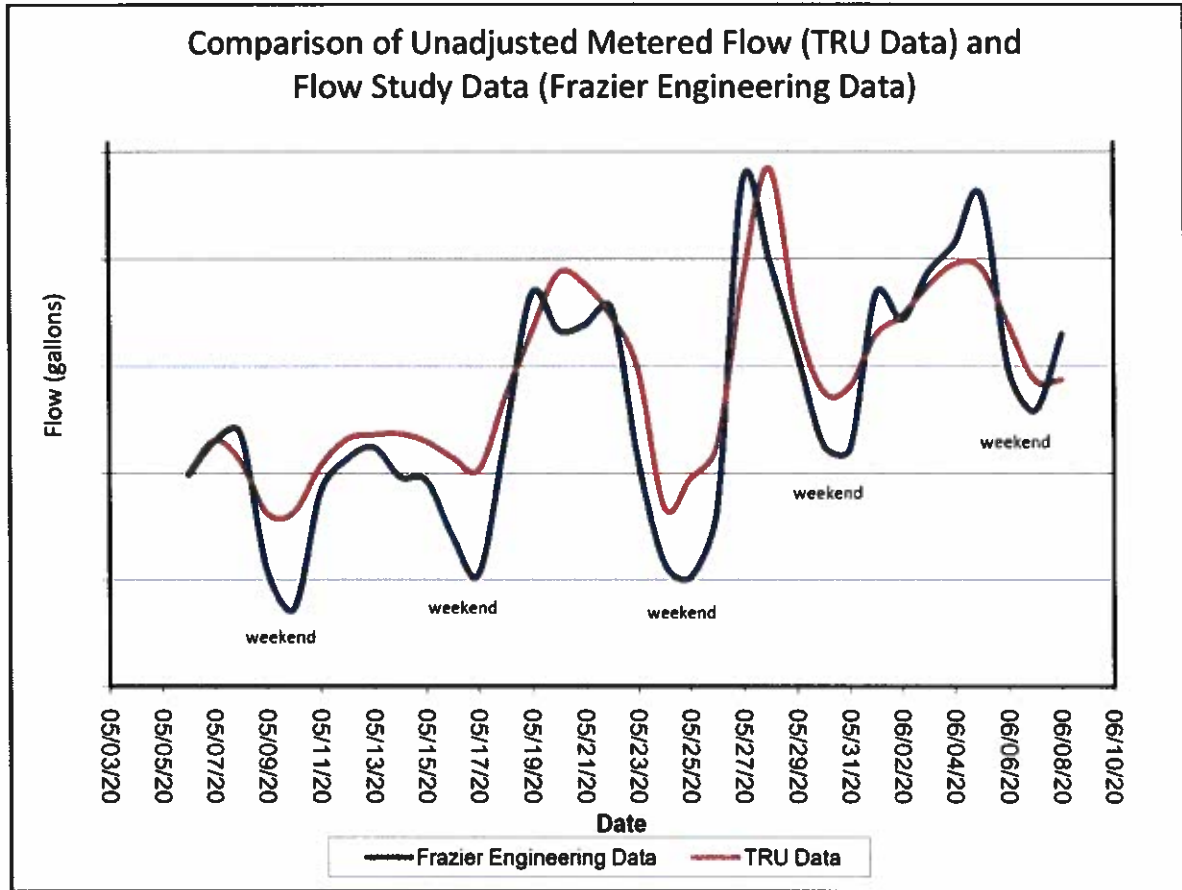
This Agreement is binding upon all Parties hereto, by and through their officials, agents, employees, and successors. This Agreement is enforceable only by the Parties. No person or entity is intended to be a third-party beneficiary of the provisions of the Agreement for purposes of any civil, criminal, or administrative action, and accordingly, no person or entity may assert any claim or right as a beneficiary or protected class under the Agreement.

8. Rights of Third-Parties

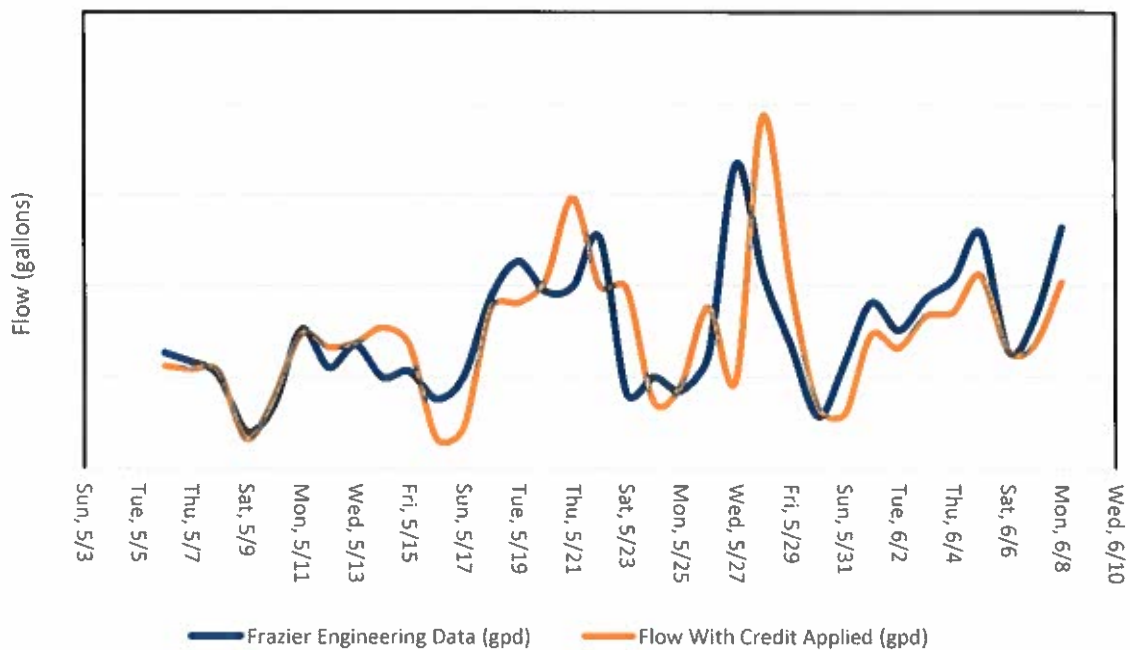
This Agreement is not intended to impair or expand the rights of any person or organization seeking relief against the County or the Town, or any officer or employee thereof, for their conduct or the conduct of any officer or employee. Accordingly, it does not alter legal standards governing any such claims by third parties, including those arising under state or federal law.

9. Effective Date

This Agreement shall become effective between the County and the Town after adoption by both the County Board of Commissioners and the Town Council of the Town of McAdenville.



Comparison of Flow Study Data and Use of the Low Flow Credit





CRAMERTON POLICE DEPARTMENT
MONTHLY REPORT: January, 2021

McADENVILLE CONTRACT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ARREST TOTALS	0												0
Adult	0												0
Juvenile	0												0
Felony	0												0
Misdemeanor	0												0
DWI ARRESTS	0												0
CALLS FOR SERVICE	122												122
CASE TOTALS	3												3
Felony	2												2
Misdemeanor	1												1
DRUG INVESTIGATIONS	0												0
TRAFFIC CITATIONS	7												7
License Vios.	5												5
Registration Vios.	1												1
Restraint Vios.	0												0
Speeding Vios.	1												1
Sign/Signal Vios.	0												0
Other Traffic	0												0
TRAFFIC CRASHES	2												2
Damage	2												2
Injury	0												0