

**TOWN OF MCADENVILLE COUNCIL AGENDA  
TUESDAY, SEPTEMBER 8, 2020 @ 6:00 PM  
VIRTUAL MEETING HOSTED ON ZOOM**

1. **CALL TO ORDER**
2. **ADJUSTMENT & APPROVAL OF SEPTEMBER 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 August 11, 2020.
  - b) **Ordinance 2020-003 Budget Amendment for FY2020-2021:** Amendment increasing the Water and Sewer Fund expenditures from \$812,000 to \$1,132,494. This increase was realized due to a delay in the receipt of funding from the Department of Water Infrastructure for McAdenville’s loan for Phase II of the South Fork Sewer Project. SRL amount \$320,494.00.
  - c) **WithersRavenel Agreement for Grant Writing Services:** Contract authorizing WithersRavenel to prepare the Water and Sewer MFR Grant applications on behalf of the Town for the Fall 2020 funding cycle. The cost of this service will be covered with a successful grant application.
  - d) **Resolution 2020-02 Grant application for NC DWI Merger Regionalization Feasibility Grant Program (MFR) for Sewer Collection System:** A successful award will provide up to \$50K in funding for development of a feasibility study to evaluate the potential of a regional *wastewater treatment solution*.
  - e) **Resolution 2020-03 Grant application for NC DWI Merger Regionalization Feasibility Grant Program (MFR) for Water System:** A successful award will provide up to \$50K in funding for development of a feasibility study to evaluate the potential of a regional *water treatment solution*.
  - f) **Agreement for the Sub-Grant of CARES Act Grant Funding:** NC counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. This funding may only be used to cover costs that are necessary expenditures incurred due to the COVID-19 health emergency, were not accounted for in the budget most recently approved as of March 27, 2020, and were incurred during the period that begin on March 1, 2020 and ends on December 30, 2020. McAdenville submitted the required paperwork and has qualified for \$10,253 in reimbursable grants monies for eligible expenses through the Gaston County CARES Act Grant Award.
4. **REQUEST TO SPEAK:** McAdenville resident, Colin Thompson, has requested to address Council regarding his opposition to a proposed ordinance prohibiting use of golf carts inside the Town limits.
5. **UDO TEXT AMENDMENT – TELECOMMUNICATION TOWERS AND FACILITIES:** Consideration and voting on Crown Castle request for Text Amendments to UDO Sections 8.4.22(D) and 8.4.22(I). The letter from Hellman Yates & Tisdale, PA detailing the text amendment request is included for review.

*Background Information: A request for amendments to UDO Sections 8.4.22(D) and 8.4.22(I) Telecommunication Towers and Facilities was received from Hellman Yates & Tisdale, PA on April 24, 2020 on behalf of Crown Castle. A joint Public Hearing was conducted by council and the Planning Board on Thursday, May 28, 2020 to review and discuss said request and receive public comment. The Planning Board voted to recommend rejection of the request for text amendments to the UDO at their regular meeting following the joint Public Hearing in a four to*

*two vote. At the June 9, 2020 regular meeting Town Council voted to return the text amendment application for UDO Sections 8.4.22(D) and 8.4.22(I) to the Planning Board for further study and consideration. The Planning Board reviewed Crown Castle's text amendment request at their June 25<sup>th</sup> meeting and voted 5 to 1 to recommend denial of the application. Crown Castle's Text Amendment application was slated for consideration and voting at Council's regular meeting on July 14, 2020 but was postponed at Crown Castle's request to the August meeting. A second postponement request was received from Crown Castle to continue the vote to the September Agenda. A third request for continuation was received from Crown Castle's Attorney on August 21, 2020 but the request was denied by the Mayor.*

- 6. PRV CONTRACT AMENDMENT CONSIDERATION:** Council awarded BW Service Solutions the PRV replacement contract at the May 12, 2020 regular meeting in the amount of \$74,775.00. The project scope included a temporary bypass system which would allow water service to remain on while the new PRV was being installed. BW Solutions has indicated the Town can realize around \$20,000 in savings to the total project cost by not installing the temporary bypass. Staff request Council's consideration of the value engineered proposal.
- 7. POLICE DEPARTMENT REPORT:** Chief Adams, CPD, will report on police activity for the month of August and address any concerns of Council.
- 8. 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.
- 9. 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](mailto:clerk@townofmcadenville.org). Comments will be read individually.

**ADJOURN**

**TOWN OF MCADENVILLE MINUTES  
AUGUST 11, 2020**

The McAdenville Town Council met in Regular Session on Tuesday, August 11, 2020 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: Attorney Jim Windham, Police Chief Adams, 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 August Agenda was approved as submitted by motion of Greg Richardson, second by Carrie Bailey with unanimous vote.

**APPROVAL OF MINUTES:**

The minutes from the regular meeting of July 14, 2020 were unanimously approved by motion of Mayor Pro-tem McCosh and second by Reid Washam.

**ASSET MANAGEMENT PLAN PRESENTATION:**

Seth Robertson, PE and Jay Johnston, PE of WithersRavenel presented the Asset Management Plan for the Town of McAdenville. This plan was developed through grant funding received by the City of Gastonia from the Division of Water Infrastructure. Gastonia partnered with McAdenville to evaluate the existing water distribution and wastewater collection system to determine infrastructure needs as a step toward a potential system merger. Seth Robertson stated that the key components achieved during the evaluation process were updating the current GIS mapping of the Town's system and the development of a Capital Improvement Plan. Jay Johnston provided Council with an overview of how the Asset Management Plan was structured. He explained how the risk determination was calculated on the existing infrastructure by using key performance indicators which were determined by input from Two Rivers and Town staff. He then provided a detailed review of the data, graphs and mapping included in the plan and answered questions from Council. Seth Robertson cautioned Council not to focus on the \$400-\$500K in repairs recommended in the CIP but rather to use it as a budgeting tool moving forward and begin investigating alternate funding opportunities. He added that with the Asset Management Plan completed, the Town should consider moving forward with a Merger Regionalization Feasibility Grant application. Reid Washam stated that a Merger Feasibility Study would be a requirement by the City of Gastonia in a potential system merger and that he supported moving forward with the grant application submittal in September 2020. The Mayor thanked WithersRavenel for the Asset Management Plan presentation and the Q&A session. He also requested them to work with staff on the needed documentation for the Merger Regionalization Feasibility grant application.

**CHRISTMAS LIGHTS DISCUSSION:**

Council discussed how the COVID-19 pandemic would impact this years Christmas Town event and considered modifications to follow the Department of Public Health guidelines and meet

State restrictions. The Mayor, Councilman Washam and the Town Administrator met with representatives from Pharr to work on a preliminary plan for hosting a drastically scaled back Christmas Town USA event for 2020. Suggestions included canceling the annual Tree Lighting and Yule Log Festival, limiting the common area lighting to the business district from the YMCA to the Spruced Goose Station, and encouraging churches, organizations, and homeowners not to distribute refreshment or create photo opportunities. Pharr also requested that the Town partner with them and hire the Lyerly Agency to handle the initial press release and public information campaign. Carrie Bailey asked what the rationale was behind not lighting the pond. The Mayor replied that the pond was a focal point for visitors and the #1 photo opportunity in Town. The goal is to eliminate attractions that create large gatherings and impede the flow of vehicular and pedestrian traffic through Town. Mayor Pro-tem McCosh stated that the decision to scale back the event was difficult and disappointing but understandable due to the pandemic. Following additional discussion, Joe Rankin motioned that Council support a hybrid Christmas Town event which follows the recommendations of Gaston County Public Health and partner with Pharr on the public information campaign and press release. The motion was seconded by Greg Richardson and passed unanimously.

#### **POLICE DEPARTMENT REPORT:**

Chief Adams offered to review, and answer questions related to the CPD monthly report. No questions were presented by Council.

- a. **Golf Carts:** Chief Adams then opened the discussion on amending the Town Code to contain an ordinance prohibiting the use of golf carts and utility vehicles inside the Town limits. He stated that the proposed wording for the text addition had been reviewed and approved as to form by the Town Attorney. Town staff added that if the proposed wording provided by Chief Adams is approved by Council then an ordinance will be drafted and presented for consideration at the September meeting. Greg Richardson questioned the need for an ordinance stating that he believes the NC General Statutes support Council's opinion that golf carts not legally registered through the State are not allowed to operate on public roads unless the municipality has an ordinance allowing said operation. The Mayor agreed that it was Council's understanding that golf carts have always been illegal in McAdenville. Chief Adams stated that adopting an ordinance prohibiting the use of golf carts would provide his officers with the legal authority to issue a citation. Carrie Bailey motioned to accept the proposed wording for the text amendment to the Town Code requested by Chief Adams prohibiting the use of golf carts inside Town limits. The motion was seconded by Greg Richardson and passed by unanimous vote.
- b. **Street Parking:** Revisions to the street parking ordinance were the next topic to be discussed. During the July meeting, Chief Adams requested that Council submit their recommendations for the streets to be designed as no parking to Town Staff. Upon review of the submittals, Chief Adams recommended amending Section 6A-14 of the Town Code to prohibit parking at all times on Cedar Street and Church Street from Wesleyan Drive to Lakeview Drive. The Mayor stated that the parking violation fee in McAdenville used to be \$5 and that it may need to be amended. Chief Adams replied that the existing State citation schedule for fees could be used. Mayor Pro-tem McCosh questioned how ticketing would be handled for visitors and contractors doing work in the neighborhood. Chief Adams stated that issuing parking citations would be at the Officer's discretion and that hopefully common sense would come into play. Reid

Washam stated that the street parking issue on Cedar Street could be addressed by limiting parking to one side and that Council may want to consider this as an option. Greg Richardson added that he would consider supporting limiting street parking if the Village HOA petitioned for the change. Carrie Bailey voiced opposition to involving the Village HOA in the decision. She believes that street parking along Church and Cedar create a safety hazard and fully supports designating them as a no parking zone. Carrie motioned to approve amending Section 6A-14 of the Town Code to prohibit parking at all times on Cedar Street and Church Street from Wesleyan Drive to Lakeview Drive. The motion failed due to lack of a second. A motion to table the street parking discussion was made by Mayor Pro-tem McCosh, seconded by Reid Washam, and passed with a vote of 4 to 1. Voting in favor: Mayor Pro-tem McCosh, Reid Washam, Greg Richardson, and Joe Rankin; Voting against: Carrie Bailey. *(Once an agenda item is tabled, it requires a new motion and vote to be placed on a future agenda.)*

**COUNCIL GENERAL DISCUSSION:**

Greg Richardson asked for an update on the preconstruction meeting for the canoe/kayak launch. Lesley Dellinger replied that the meeting went well, and that construction was tentatively planned to begin in October of this year.

Mayor Pro-Tem McCosh asked if any designs were being considered for the regulatory signage for the greenway. Chief Adams replied that he would provide examples of what is being used in Cramerton and assist staff with wording recommendations. McCosh then requested that staff contact the NCDOT and request that the grass along HWY 7/Riverside Drive be mowed. He added that the stamped concrete area of the Wesleyan Bridge needed to be cleaned up and weed control measures put in place.

**OPPORTUNITY FOR PUBLIC COMMENT:**

Darrell Bailey, 131 Church Street, stated that he fully supports eliminating street parking on various streets in McAdenville Village. He feels that street parking along Church Street poses a real safety problem due to the amount of daily traffic and hopes that Council will continue consideration of an ordinance.

Ashley Hannah, 329 Church Street, serves as the President of the Village HOA and asked if the HOA Board could assist Council in any way with the parking ordinance. Greg Richardson replied that he would like to have an official HOA vote in support of revising the parking ordinance prior to proceeding with the change. He added that the HOA may also consider conducting a community survey to gauge support.

**ADJOURN:**

There being no further business to come before the board, the meeting adjourned at 7:26 PM upon motion of Joe Rankin, second by Greg Richardson and unanimous vote.

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Jim Robinette, Mayor

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Lesley Dellinger, Town Clerk

**ORDINANCE 2020-003  
ORDINANCE AMENDING BUDGET  
FOR THE TOWN OF MCADENVILLE NORTH CAROLINA  
FOR THE FISCAL YEAR BEGINNING JULY 1, 2020**

**BE IT ORDAINED** by the Mayor and Town Council of the Town of McAdenville, North Carolina meeting in open session this 8<sup>th</sup> day of September 2020 that the following amendment to the Budget Ordinance for the Town of McAdenville, North Carolina for the Fiscal Year beginning July 1, 2020 is hereby adopted:

**SECTION II – WATER AND SEWER FUND EXPENDITURES:** The total expenditures for the W&S fund will be increased from \$812,000 to \$1,132,494 due to a delay in the receipt of funding from the Department of Water Infrastructure for McAdenville’s SRL loan for Phase II of the South Fork Sewer Project.

**Water and Sewer Department Amended Total Budget:** **\$1,132,494**

The appropriations will be changed as follows:

30-350-22 (Revenue)	Loan Proceeds-SFS	Increase	\$ 320,494
30-600-10 (Expense)	Sewer Improvement-SFS	Increase	\$ 320,494

**This Ordinance is approved and adopted this 8<sup>th</sup> day of September 2020.**

**Attest:**

\_\_\_\_\_  
**Jim Robinette, Mayor**

\_\_\_\_\_  
**Lesley Dellinger, Town Clerk**



August 26, 2020

Mr. Jim Robinette  
Town of McAdenville  
P.O. Box 9  
McAdenville, NC 28101

RE: *Town of McAdenville –Fall 2020 Water and Sewer  
MRF Application*

Dear Mr. Robinette,

WithersRavenel (CONSULTANT) is pleased to provide this Agreement for Grant Writing Services to the Town of McAdenville (CLIENT) for two applications to the North Carolina Division of Water Infrastructure Merger Regionalization Feasibility Grant Program (MRF). The following proposal was made after careful consideration of all project related tasks.

If you have any further questions, please don't hesitate to let us know. We are ready to begin work immediately upon receipt of the signed contract.

Sincerely,

Seth Robertson, PE  
Vice President – Funding and Asset Management

Attachments:

Agreement for Professional Services  
Exhibit I – Standard Terms and Conditions

## Agreement for Professional Services

### A. PROJECT DESCRIPTION

The CLIENT wishes to pursue funding assistance from the North Carolina Division of Water Infrastructure (DWI) Merger Regionalization Feasibility Grant Program (PROJECT) and would like assistance with completing two applications for the Fall 2020 funding cycle. The PROJECT provides funding to complete a study to provide the CLIENT with merger and regionalization options to make proactive choices in the management and financing of their water and sewer systems if the CLIENT desires.

### B. SCOPE OF SERVICES

We propose, with the CLIENT's assistance, to:

- Assemble all materials necessary for the applications as outlined in North Carolina Division of Water Infrastructure's MRF 2020 program guidance.
- Prepare all forms, narratives and all required documents to support the application process.
- Coordinate collection of any supporting information required for the applications.
- Draft required application resolutions for CLIENT to present to Council for adoption to support the application process.
- Meet with CLIENT representatives to discuss the scope of the projects which may be via web-based conferencing.
- Circulate application information to the CLIENT for review and approval.
- Participate in any teleconferences with DWI and CLIENT as needed.
- Provide other assistance, as required, to facilitate the complete application process.
- Work with CLIENT to support obtaining needed signatures of the application materials from the CLIENT representative.

This scope of services does not include any accounting services, legal fees, engineering, environmental, surveying or other expenses that are not specifically provided for above.

### C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid by the CLIENT in accordance with the Fee & Expense Schedule provided at the time of negotiation.

### D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, CLIENT will:



- ▶ Assist the CONSULTANT by providing all available information pertinent to the PROJECT, including any reports, maps, drawings, cost estimates and any other data relative to the PROJECT.
- ▶ Examine all proposals, applications, narratives, studies, reports, sketches, estimates, specifications, drawings, and other documents/information presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT.

## **E. COMPENSATION FOR SERVICES**

CONSULTANT proposes to provide the following Scope of Services to the CLIENT as outlined in this document. Application fees will be covered with a successful grant application.

## **F. TIMELINE FOR SERVICES**

CONSULTANT will begin services immediately upon receipt of signed contract. Services will terminate upon written notice from CLIENT. Any services rendered prior to written notice of termination shall be paid in full by CLIENT. Services will complete upon submission of the proposed application to the North Carolina Division of Water by the deadline of 9/30/2020.

## G. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

### Submitted by CONSULTANT:

WithersRavenel, Inc.  
84 Coxe Ave.  
Suite 260  
Asheville, NC 28801



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Authorized Signature

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Seth Robertson  
Printed Name

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Vice President  
Title

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srobertson@withersravenel.com  
Email Address

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252-239-3623  
Phone

### Accepted by CLIENT:

Town of McAdenville  
PO Box 9  
McAdenville, NC 28101

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Authorized Signature

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Jim Robinette  
Printed Name

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Mayor  
Title

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mayor@townofmcadenville.org  
Email Address

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704-824-3190  
Phone

**RESOLUTION 2020-02**

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

**North Carolina Division of Water Infrastructure Merger Regionalization  
Feasibility Grant Program (MRF) for Sewer Collection System**

**WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other "green" projects, and

**WHEREAS,** The Town of McAdenville has need for and intends to develop a feasibility study to evaluate the potential of a regional wastewater treatment solution; and

**WHEREAS,** The Town of McAdenville intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF MCADENVILLE:**

That the Town of McAdenville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will provide for efficient completion of the project per program guidelines.

That Jim Robinette, Mayor, the **Authorized Official**, and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the \_\_\_\_ of \_\_\_\_\_, 2020 at McAdenville, North Carolina.

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Signature

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Mayor

**RESOLUTION 2020-03**

**RESOLUTION BY GOVERNING BODY OF APPLICANT**

**North Carolina Division of Water Infrastructure Merger Regionalization  
Feasibility Grant Program (MRF) for Water System**

**WHEREAS,** The Federal Clean Water Act Amendments of 1987 and the North Carolina the Water Infrastructure Act of 2005 (NCGS 159G) have authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection system, stream restoration, stormwater treatment, drinking water treatment works, and/or drinking water distribution system or other "green" projects, and

**WHEREAS,** The Town of McAdenville has need for and intends to develop a feasibility study to evaluate the potential of a regional water treatment solution; and

**WHEREAS,** The Town of McAdenville intends to request state grant assistance for the project,

**NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL OF THE TOWN OF MCADENVILLE:**

That the Town of McAdenville, the **Applicant**, will arrange financing for all remaining costs of the project, if approved for a State grant award.

That the **Applicant** will provide for efficient completion of the project per program guidelines.

That Jim Robinette, Mayor, the **Authorized Official**, and successors so titled, are hereby authorized to execute and file an application on behalf of the **Applicant** with the State of North Carolina for a grant to aid in the construction of the project described above.

That the **Authorized Official**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project: to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the **Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the \_\_\_\_ of \_\_\_\_\_, 2020 at McAdenville, North Carolina.

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Signature

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Mayor

NORTH CAROLINA )  
 )  
GASTON COUNTY )

AGREEMENT FOR THE SUB-GRANT  
OF CARES ACT GRANT FUNDS

THIS AGREEMENT, made and entered into on the last date written below, by and between GASTON COUNTY (hereinafter referred to as the COUNTY) and TOWN OF McADENVILLE (referred to as the SUB-GRANTEE), pursuant to and subject to the restrictions and conditions set out below;

WITNESSETH:

WHEREAS, North Carolina counties are receiving funding for local governments as part of the Coronavirus Relief Fund (CRF) established under the federal CARES Act. This funding may only be used to cover costs that are necessary expenditures incurred due to the COVID-19 public health emergency, were not accounted for in the budget most recently approved as of March 27, 2020, and were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020;

WHEREAS, eligible CARES Act expenses include those required to respond directly to the emergency, as well as those incurred to respond to second-order effects of the emergency;

WHEREAS, the COUNTY and the SUB-GRANTEE mutually desire to establish the means and method for the allocation of the SUB-GRANTEE'S allocation of these funds through a reimbursement agreement contract.

NOW, THEREFORE, in consideration of the promises and further consideration of the mutual agreements contained herein, as well as the financial consideration, the parties hereto agree as follows:

- (1) The COUNTY share provide SUB-GRANTEE a sub-grant in the maximum amount of \$10,253 based on the proposed budget submitted by SUB-GRANTEE for the use of CARES Act funding.
- (2) Any sub-grant to be disbursed to SUB-GRANTEE will only be made as a reimbursement for eligible expenses. Prior to any such disbursement, the SUB-GRANTEE shall make a report on forms provided by the COUNTY to certify that the funds being reimbursed:
  - a. Were necessary expenditures incurred due to the public health emergency with respect to Coronavirus Virus 2019 (COVID-19) and were not accounted for in the budget most recently approved by SUB-GRANTEE as of March 27, 2020;
  - b. Were incurred during the period that began on March 1, 2020 and ends on December 30, 2020 in accordance with the budget proposal submitted to COUNTY by SUB-GRANTEE;

- c. Were spent in a manner consistent with terms for the CRF set forth by the North Carolina Pandemic Recovery Office and in accordance with all applicable State and federal laws; and;
  - d. COUNTY reserves the right to reasonably request additional documentation to demonstrate compliance with the CARES Act and North Carolina Session Law 2020-4, the "2020 COVID-19 Recovery Act".
- (3) The SUB-GRANTEE covenants and agrees to expend the funds, which are the subject of this Agreement and to perform services in consideration of the receipt of funds in accordance with the purposes outlined in Attachment A, which is attached to this Agreement and incorporated herein by reference.

Funds made available to the SUB-GRANTEE pursuant to this Agreement shall be expended only in accordance with applicable federal, state and local laws, and only for the purposes set forth in the grant application and Attachment A. Only those expenses incurred on or before December 30, 2020 will be considered for reimbursement.

Reimbursement Process. The SUB-GRANTEE shall provide to the COUNTY in a format prescribed by the COUNTY a reimbursement request and certification for the prior month's eligible expenses that includes a list of expenses, documentation, and a descriptive summary of how the funds were used, including specific deliverables achieved and progress against objectives and outcomes expected to be achieved, by the following dates:

August 13, 2020	September 14, 2020	October 13, 2020
November 13, 2020	December 14, 2020	January 13, 2021

Following receipt of the reimbursement report and certification from the SUB-GRANTEE, the COUNTY shall review said documents for compliance purposes. COUNTY will notify SUB-GRANTEE of its approval or denial within seven business days of receipt of the proper forms. A denial will include a reasonable description of the reason for denial and offer an opportunity to cure any deficiencies. Approved reimbursements will be processed and disbursed by COUNTY to SUB-GRANTEE according to the COUNTY'S normal schedule.

- (4) Records and Accounting. The SUB-GRANTEE shall maintain records documenting each expenditure that is subject to reimbursement under CRF and supply such records, information, and verification relating to expenditures of the funds or the operations of the SUB-GRANTEE as may reasonably be requested by the COUNTY. The GRANTEE agrees that the COUNTY shall have access to the records and premises of the SUB-GRANTEE at all reasonable times, and the SUB-GRANTEE agrees to submit such reports as the COUNTY shall request pertaining to the funds granted herein or the operations of the SUB-GRANTEE. The SUB-GRANTEE shall maintain a written accounting and documentation of all of its receipts and disbursements relating to the CRF grant funds which are the

subject of this Agreement. SUB-GRANTEE financial records shall be sufficient for an internal or external audit. The COUNTY reserves the right to require a certified audit pertaining to the use of the grant funds, or may perform the audit through the use of its staff.

The SUB-GRANTEE shall provide for separate cost accounting of CRF funds, either by a separate checking account or cost center that tracks only CRF funds.

- (5) Repayment of Appropriated Funds. Any CRF funds appropriated by the COUNTY and distributed to the SUB-GRANTEE that are found to have been utilized by SUB-GRANTEE for uses in violation of CRF shall be repaid by SUB-GRANTEE to the COUNTY upon demand.
- (6) Termination of this Agreement by the COUNTY may occur for reasons described herein or in attachments hereto.
- (7) The COUNTY may suspend or terminate payment of sub-grant funds in whole or in part for any violation of this Agreement, including, but not limited to, the following reasons as determined by the COUNTY:
  - (a) Ineffective or improper use of grant funds;
  - (b) Failure to comply with the terms and conditions of this Agreement;
  - (c) Submission to the COUNTY of reports that are incorrect or incomplete in any material respect;
  - (d) Frustration or impossibility of performance, rendering the carrying out of this Agreement improper or infeasible.

In addition, the COUNTY may suspend or terminate payment of grant funds if the SUB-GRANTEE fails to make satisfactory progress toward meeting the project services that are the subject of this Agreement; and the determination of whether satisfactory progress has been made shall be in the discretion of the COUNTY.

If for any reason the payment of grant funds is suspended or terminated, the SUB-GRANTEE agrees to promptly remit to the COUNTY any payments previously received by the SUB-GRANTEE which the COUNTY deems to have been paid and received in violation of this Agreement.

- (8) Any and all changes to the restrictions and conditions found in this Agreement shall be subject to review and written approval by the COUNTY.
- (9) This Agreement and the sub-grant funds which are the subject of this Agreement are expressly non-assignable without the prior written consent and approval of the COUNTY.
- (10) Non-expendable property purchased under this Agreement shall remain the property of the SUB-GRANTEE, unless any attached conditions provide that such property shall become the property of the COUNTY.

**Non-Appropriation:** In the event funds are not appropriated during the term of this Agreement for the subject matter herein described, and there are no other available funds by or with which payment can be made to the Vendor, this agreement is terminated. This Agreement will be deemed terminated on the last day of the fiscal period for which appropriations were received without penalty or expense, except to the portion of payment for which funds have been appropriated and budgeted.

**IRAN DIVESTMENT ACT CERTIFICATION REQUIRED BY N.C.G.S. §147-86.59(a)**

As of the date listed below, the vendor or bidder listed below is not listed on the Final Divestment List created by the State Treasurer pursuant to N.C.G.S. §147-86.58. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed below to make the foregoing statement.

NOTE: N.C.G.S §147-86.59(a) requires this certification for bids or contracts with the various governmental entities of North Carolina, including Counties. The certification is required when a bid is submitted, when a contract is entered into, and when a contract is renewed or assigned. No vendor may utilize any subcontractor found on the State Treasurer's Final Divestment List. The List is updated every 180 days, and can be found at [www.nctreasurer.com/iran](http://www.nctreasurer.com/iran)

**SUB-GRANTEE**

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

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

**GASTON COUNTY**

By: \_\_\_\_\_  
County Manager/Asst. County Manager

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

**ATTEST:**

\_\_\_\_\_  
Clerk to the Board/Deputy Clerk to the Board

**APPROVED AS TO FORM:**

\_\_\_\_\_  
County Attorney/Assistant County Attorney

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

\_\_\_\_\_  
Finance Director/Asst. Financial Operations Manager



## Town Clerk

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**From:** Colin Thompson <colinthompson87@gmail.com>  
**Sent:** Monday, August 17, 2020 8:37 AM  
**To:** Mayor; Jay McCosh; Town Clerk; Carrie Bailey; Greg Richardson; Joe Rankin; Reid Washam  
**Subject:** Golf Cart Ordinance

To Mayor Robinette and Town Council Members,

After participating in several of the recent town council meetings, I am aware of the council's plans to add an ordinance requiring golf carts to be registered with the state of North Carolina.

I would like to express opposition to that ordinance.

Based on my understanding of council's views and opinions on the matter, I'd like to bring up several points:

**Safety** - Council has mentioned a safety concern about golf carts. While any activity on a road could be dangerous, I don't believe it's any more dangerous than riding a bicycle or driving a car. Also, in 8 months of living in McAdenville, I haven't seen anyone driving a golf cart in a dangerous manner. Having lived in Belmont previously, golf carts were relatively popular there. I was unable to find any similar ordinance for Belmont in regards to golf carts. Also, I've witnessed FAR MORE safety issues around bicycles in McAdenville.

**Liability** - I understand any town's concern about liability. However, I'd point to the above paragraph to address some of that. Also, it would be encouraging to see the council try to think outside the box in regards to this issue. Why couldn't golf cart owners pay an annual fee, sign a liability waiver and receive a sticker/permit that allows them to operate the cart for that year?

**Economic Impacts** - I believe that making McAdenville a cart-friendly community would have an economic impact. As mentioned above, the town could generate some revenue on the selling of annual permits. In addition to that, and even more importantly, the draw to local businesses would increase in my opinion. There's a far better chance that my wife and I will eat at a McAdenville restaurant if we have the opportunity to ride our golf cart to dinner. However, if we have to get in our vehicles, we have far more options to consider in Gastonia, Belmont or even Charlotte. This would be a way to keep residents in McAdenville.

I also believe that the golf carts contribute to a positive community vibe. It allows residents to get outdoors and mingle with neighbors. It possibly connects neighbors on opposite ends of the town who might not otherwise.

I mentioned above that I have only been in McAdenville for 8 months, so I don't know the history behind the golf cart debate. When council discussed golf carts in the July council meeting, there was mention of council telling a handful of residents to make their carts street legal as a reason for adding this ordinance now. While I understand the predicament, I would point out that I, and probably several other residents, purchased carts based on the fact that there was no ordinance requiring certain things.

As a possible solution for all parties, I ask the council to consider the liability and permit waiver mentioned above. In this scenario, those residents who did make their carts street legal, would not have to participate in the permit and waiver. The rest of us would, however. This would also allow us to avoid dealing with the DMV on an annual basis, which we all know is not a fun process.

I realize that this proposed solution may not be perfect and would need discussion, but I ask the council to delay implementing the ordinance and have these conversations with the community. Just last week when the parking item was discussed, a council member proposed talking with residents to see how they felt about it. Why can't the same be done for golf carts?

I do not know the steps to officially oppose or request delaying an ordinance, but I'm confident there are other residents that feel the same way. Please advise on what steps we can take around this matter.

In closing, I appreciate and respect the role you all play in this community and the difficulties that come with that. I understand that this topic was probably debated 4-5 years ago, but there are a significant number of new residents since then. I hope the council will keep an open and solution-driven mindset around this that will allow McAdenville to continue being a popular community to live in. Thanks for your time!

Colin & Ashton Thompson  
526 Lakeview Drive  
(864) 363-7503

# HELLMAN YATES & TISDALE

ATTORNEYS AND COUNSELORS AT LAW

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April 24, 20

**VIA EMAIL and USPS**

Lesley Dellinger  
Town Administrator/ Clerk  
163 Main Street,  
McAdenville, NC 28101

Re: Text Amendment to UDO

Dear Leslie,

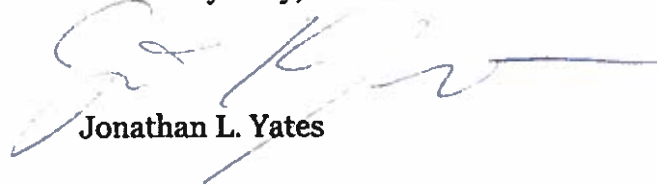
We respectfully request an amendment to Sections 8.4.22(D) and 8.4.22(I) of the UDO. We would ask that the first sentence of 8.4.22(D) be removed and the words "In addition" to be removed from the second sentence. We would ask that the word "greater" in the first sentence of 8.4.22(I) be removed and the word "lesser" be inserted in its place. Attached hereto and incorporated herein by reference as Exhibit "A" are the proposed changes to the UDO. The purpose of the revised text amendment is to correct the UDO and bring it in line with more accepted practices in North Carolina.

We would ask that this proposed UDO text amendment be placed on an agenda for public hearing before Town Council and the Town of McAdenville Planning Board in May. If you have any questions or require clarification on our request for the text amendment to the UDO, please do not hesitate to contact me at (843) 414-9754.

Thank you so much for all your help with this.

With warmest regards, I am

Yours very truly,



Jonathan L. Yates

JLY:jlc  
Enclosures

## **EXHIBIT A**

### **Existing Section 8.4.22(D):**

Where a telecommunication tower is located on a lot with an existing principal use, the tower shall be located in the rear yard only. In addition, an access road of at least twelve (12) feet wide shall be maintained by the property owner and/or the applicant from a public street to the tower for use by service and emergency vehicles.

### **Proposed Section 8.4.22(D):**

An access road of at least twelve (12) feet wide shall be maintained by the property owner and/or the applicant from a public street to the tower for use by service and emergency vehicles.

### **Existing 8.4.22(I):**

Minimum setback requirement, on all sides of the property including road right-of-way, or leased area of a parcel, shall be seventy-five hundredths (.75) foot for every one (1) foot of actual tower height (i.e. a 199.9 foot tower would require a 149.9 foot setback on all sides), or the documented collapse zone, whichever is greater in all zoning districts in which telecommunication towers are allowed. This requirement shall not be applicable to a telecommunication tower proposing to locate in the C-3 and Industrial (except I-U) zoning districts. These setback requirements are established to prevent ice-fall materials and/or debris from tower failure or collapse from damaging off site property.

Setbacks for free standing towers in the C-3 and Industrial (except I-U) districts setbacks shall be determined by the underlying zoning district.

Setbacks for towers located within leased areas shall be measured to the edge of the parcel in which the leased area is located.

### **Proposed 8.4.22(I):**

Minimum setback requirement, on all sides of the property including road right-of-way, or leased area of a parcel, shall be seventy-five hundredths (.75) foot for every one (1) foot of actual tower height (i.e. a 199.9 foot tower would require a 149.9 foot setback on all sides), or the documented collapse zone, whichever is lesser in all zoning districts in which telecommunication towers are allowed. This requirement shall not be applicable to a telecommunication tower proposing to locate in the C-3 and Industrial (except I-U) zoning districts. These setback requirements are established to prevent ice-fall materials and/or debris from tower failure or collapse from damaging off site property.

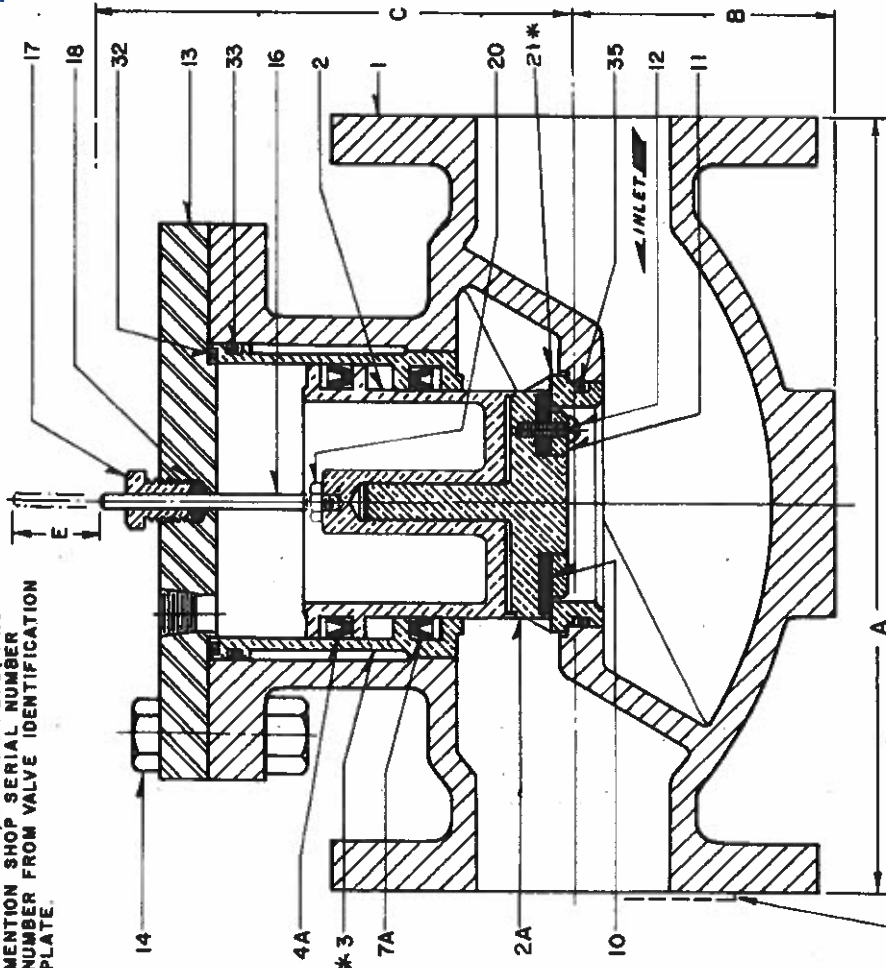
Setbacks for free standing towers in the C-3 and Industrial (except I-U) districts setbacks shall be determined by the underlying zoning district.

Setbacks for towers located within leased areas shall be measured to the edge of the parcel in which the leased area is located.

	2 1/2"	3"	4"	6"	8"	10"
A FACE TO FACE	12	12	13	18	24 1/2	26
B CENTER TO BOTTOM	4 1/4	4 1/4	5 1/4	6 1/2	8 1/4	9 3/4
C CENTER TO TOP	8	8	9	11	14	16
D SIDE CLEARANCE	9	9	10	14	18	24
E STROKE	1 3/8	1 3/8	1 5/8	2 1/4	3	3 3/4

FLANGES PER ANSI B16.1

NOTE: WHEN ORDERING PARTS, SPECIFY PART NUMBER, NAME OF PART, SIZE OF VALVE, AND MENTION SHOP SERIAL NUMBER NUMBER FROM VALVE IDENTIFICATION PLATE.



NOTE: "A" DIMENSION ON VALVES WITH RAISED FACE FLANGES DOES NOT INCLUDE THE RAISED FACE HEIGHT.

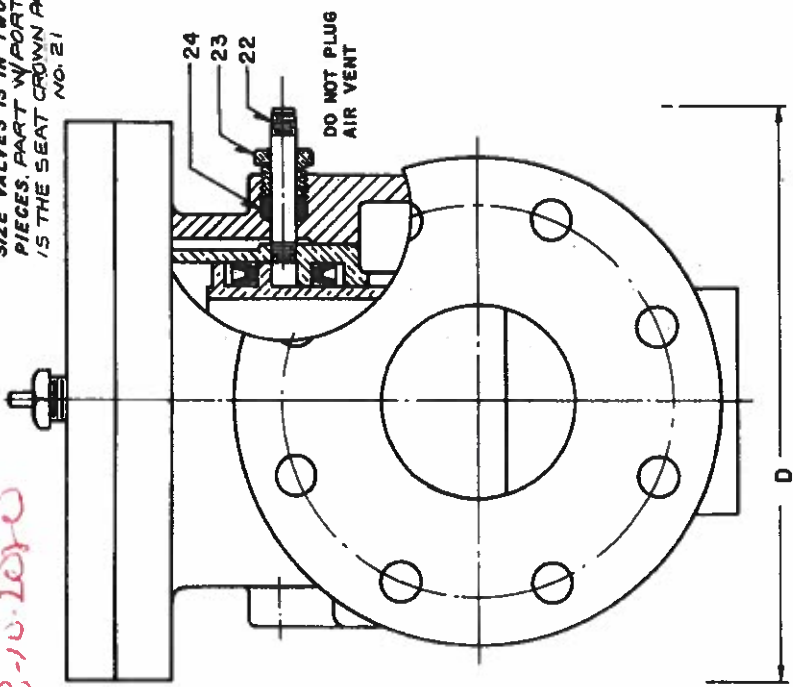
LIST OF PARTS

23	VENT BUSHING
24	VENT PACKING
32	COVER O RING
33	TOP LINER O RING
34	LOWER LINER O RING
35	STOP CHECK BAFFLE
2A	SEAT CROWN *
1	BODY
2	PISTON
3	LINER *
4A	PISTON U CUP
7A	LINER U CUP
10	SEAT RING
11	SEAT RING FOLLOWER
12	FOLLOWER SCREWS
13	COVER BOLTS
14	COVER BOLT
16	INDICATOR ROD
17	INDICATOR GLAND
18	INDICATOR PACKING
19	INDICATOR LOCKNUT
20	VENT TUBE
22	VENT TUBE

**APPROVED**

8-10-2020

\* NOTE: PART NO. 3 ON 10" & 12" PIECES. PART NO. 21 IS THE SEAT CROWN PART NO. 21



**GA INDUSTRIES INC.** PITTSBURGH, PA.

**GA**

2 1/2" - 10" GLOBE VALVE BODY ASSEMBLY  
WATER SERVICE STOP CHECK PISTON.

BY: J.E.L.      SCALE: NO.      FILE: DRAWING NUMBER  
DATE: 1-20-77                                         G      G-1036

## Town Clerk

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**From:** Scheringer, Stephanie <stephanies@tworiversutilities.com>  
**Sent:** Wednesday, August 26, 2020 11:51 AM  
**To:** Town Clerk  
**Cc:** Bynum, Mike  
**Subject:** Crossroads PRV Project

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Lesley,

Per our discussion, I spoke with Mike about the PRV installation. The bypass that is part of the original plans does not need to be permanent because the new PRV will have dual sides that allow water to remain flowing on one side while the other side receives maintenance or repairs. The only purpose for the bypass was to allow water service to remain on while the new PRV is installed.

Per Mike, BW Solutions has indicated the Town can realize around a \$20,000 savings to the total project cost by not installing the temporary bypass. This means that the area of town served by the Crossroads water system will remain without water until the PRV installation is complete. BW Solutions believes the work can be completed overnight to avoid an extended disruption for customers, while saving a considerable amount of funds for the Town. BW has successfully completed other PRV installations in the same manner. Accordingly, TRU does not have concern with this approach, but wanted to bring this to the Town's attention as the Town considers whether to accept the project cost reduction proposal.

Mike is aware that we need to receive a final reply from the Town before removing the temporary bypass from the scope of work. The tentative installation date is October, so if you could advise around mid-September that would be great. Please let Mike or I know if additional information is needed.

Thanks,  
Stephanie