

**TOWN OF MCADENVILLE COUNCIL AGENDA  
TUESDAY, OCTOBER 12, 2021 @ 6:00 PM  
163 MAIN STREET, MCADENVILLE NC**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & INVOCATION**
- 2. ADJUSTMENT & APPROVAL OF OCTOBER 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 and Closed Session of September 14, 2021.
  - b) **Memorandum of Understanding for CTT Signage Campaign:** The Town has agreed to contribute to the Carolina Thread Trail’s signage campaign in the amount of \$6,000 payable over two budget years. The MOU detailing the terms and conditions of the contribution is included for review and approval.
  - c) **Duke Energy Street Lighting Agreement for Poplar Street:** Staff has been working with Duke Energy to upgrade the roadway lighting along Poplar Street and in the adjacent public parking lot. Agreement #DECNA42027821 covers installation of ten 50-watt LED fixtures on existing utility poles totaling \$2,883.60 payable in equal installments of \$80.10/month for 3 years. Approval is recommended.
- 4. PRELIMINARY SITE PLAN – GREENWAY PARKING UPGRADES:** Ledford Design has completed a preliminary site plan for the redesign of the parking area at the McAdenville Greenway Park. Council is asked to review the design and provide input on possible revisions.
- 5. INFRASTRUCTURE COMMITTEE:** Staff is requesting Council consider establishing a formal Committee for Infrastructure Stability and Improvement. The purpose of the committee would be to prioritize capital improvement projects and research funding opportunities. The committee would operate in an advisory capacity and provide recommendations to Council. Membership would consist of two Board members, the Town Administrator, and 1-3 volunteers.
- 6. POLICE DEPARTMENT REPORT:** Chief Adams, CPD, will report on police activity for the month of September and address any concerns of Council.
- 7. 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.
- 8. OPPORTUNITY FOR PUBLIC COMMENT:** This is an opportunity for members of the public to address items of interest to the Mayor and Town Council. This is not a time to respond or act. Any necessary action will be taken under advisement. Speakers are asked to stand, state their name and address for the record and limit comments to no more than five minutes.

**ADJOURN**

**TOWN OF MCADENVILLE MINUTES  
SEPTEMBER 14, 2021**

The McAdenville Town Council met in Regular Session on Tuesday, September 14, 2021, at 6:00 PM in the Council Chambers of Town Hall located at 163 Main Street, McAdenville N.C.

**PRESENT:**

Mayor Jim Robinette and Mayor Pro-tem Jay McCosh; Council Members: Reid Washam, Carrie Bailey, Greg Richardson, and Joe Rankin. Also, present: Attorney Dan O'Shea, Police Chief Adams, and Town Administrator/Clerk Lesley Dellinger.

**CALL TO ORDER:**

Mayor Robinette called the meeting to order at 6:00 PM and led in the Pledge of Allegiance. Pastor Walter Griggs, First Baptist Church, opened the meeting with prayer.

**ADJUSTMENT & APPROVAL OF AGENDA:**

The September Agenda was approved as submitted by motion of Greg Richardson, second by Mayor Pro-tem McCosh with unanimous vote.

**CONSENT AGENDA:**

The items of the Consent Agenda were unanimously approved by motion of Joe Rankin, second by Reid Washam with unanimous vote:

- a) **Approval of Minutes:** Regular Meeting and Closed Session of August 10, 2021.
- b) **Text Amendments – McAdenville Town Code:** Ordinance #2021-006 Amending Chapter 6, Motor Vehicles & Traffic, Sections Section 6-12(a) and Section 6-41(a); and Ordinance #2021-007 Amending Chapter 15, Parks & Recreation, Section 15-23 and 15-29(a-h) were approved.
- c) **Approval of the McAdenville Elementary Sponsorship for 2021-22.**

**REQUEST TO SPEAK – FIRE CHIEF, LANCE FOULK:**

Fire Chief Lance Foulk was present to review the new fire insurance classification for the McAdenville Fire District. He stated that the Office of the State Fire Marshal (OSFM) collects and evaluates information from communities in North Carolina on their structure fire suppression capabilities. The data is analyzed using a Fire Suppression Rating Schedule (FSRS) and then a Public Protection Classification (PPC) grade is assigned to the community. Chief Foulk reported that when he assumed the position of Fire Chief in 2012 that the community ISO rating was a Class 5. This rating was lowered to a Class 3 approximately six-years ago, and the new rating which will be effective December 1, 2021 will be a Class 2. The Class 2 rating applies to properties with a fire flow of 3500 gpm or less and may be used in the calculations of property insurance premiums. He reviewed the OSFM Data Collection and Analysis report that had been distributed to Council and offered to answer questions. Council thanked Chief Foulk for his presentation and congratulated his department on this accomplishment.

**PRV REPLACEMENT – MCADENVILLE SYSTEM:**

Clayton Engineering & Design has submitted a scope of work for design, bidding, and construction administration for replacement of an existing pressure reducing valve (PRV) system located on Hallie Bentley Drive. The engineering cost for this project is \$19,500. TRU liaison Stephanie

Scheringer was present to answer questions. She stated that Clayton Engineering managed the PRV replacement on the Crossroads system and did a very good job. The PRV located on Hallie Bentley is slightly more complicated due to the number of water lines that flow into the vault. Mayor Pro-tem McCosh asked why this project was a top priority in the CIP. Ms. Scheringer replied that replacement parts are no longer available for the current PRV due to its age, and if the system failed it would impact water availability for the industrial customers as well as the historic commercial district and residents from Ford Drive to Hickory Grove Road. Following additional discussion, Reid Washam motioned to accept the Clayton Engineering bid in the amount of \$19,500. The motion was seconded by Carrie Bailey with unanimous vote.

**CAROLINA THREAT TRAIL SIGNAGE CAMPAIGN:**

The Carolina Threat Trail (CTT) is requesting funding participation in their \$3.1 million signage/branding campaign with the 15 counties that make up the strategic regional corridors slated for expansion. Gaston County's portion of signage totals \$162,824 of which McAdenville is being asked to contribute \$6,000 payable over five years. Representatives from the CTT attended the August meeting and provided a slide presentation for Council that detailed the specifics of the project and answered questions. Council agreed to support the CTT signage campaign and requested that staff review the budget and make recommendations on a payment schedule. Lesley Dellinger stated that there was \$2K in the current budget that was not committed and that the remaining \$4K could be allocated in the next budget year. Greg Richardson motioned to approve support for the CTT signage/branding campaign in the amount of \$6,000, with \$2,000 being payable in FY21-22 and \$4,000 being payable in FY22-23. The motion was seconded by Mayor Pro-tem McCosh with unanimous vote.

**COMPREHENSIVE LAND USE PLAN PROPOSALS:**

Chapter 160D of the NC General Statutes consolidates current enabling legislation for planning regulation and represents the first major recodification and modernization of the city and county development regulations since 1905. Communities that want to regulate development through zoning must "adopt and reasonably maintain a comprehensive plan that sets forth goals, policies, and programs intended to guide the present and future physical, social, and economic development of the jurisdiction." The comprehensive plan must be in place by July 1, 2022. Without a plan, the Town would have no authority to regulate land with zoning. Staff requested Council's consideration for contracting assistance for the Planning Board to aid with development a comprehensive land use plan. Service agreements for development of a plan for McAdenville have been received from Centralina Regional Council for \$38,000 and N-Focus for \$18,900. Staff stated that the scope of work defined in the agreements were comparable and that both agencies have a favorable reputation. Following discussion, Reid Washam motioned to accept the service agreement from N-Focus in the amount of \$18,900 for development of a Comprehensive Land Use Plan for McAdenville. The motion was seconded by Greg Richardson with unanimous vote.

**POLICE DEPARTMENT REPORT:**

Chief Adams distributed the monthly report and offered to answer questions from Council. Reid Washam asked for a recommendation on how to correctly manage an encounter with a beggar or homeless person when they approach your residence. Chief Adams stated that a call should be placed to the non-emergency number so that an officer can be dispatched. He added that the officers are trained to deal with the homeless population and can offer options for assistance. Carrie Bailey stated that the residents along upper Lakeview Drive have reported seeing an increase in traffic over rainbow bridge believed to be associated with visitors to the riverfront greenway. She requested that the CPD speed trailer be positioned along Lakeview to help enforce

the 20 MPH speed limit. Chief Adams replied that the speed trailer could be deployed. She also asked that Council consider adding directional signage along Lakeview Drive to assist unfamiliar drivers with navigation within the subdivision.

Staff stated that a residential traffic calming study was initiated in June of this year for Church Street and Lakeview Drive in the McAdenville Village subdivision. The adopted policy requires that a formal traffic study be conducted. Chief Adams stated that a traffic study was conducted in August on Church Street and Lakeview Drive in two phases, utilizing an electronic speed measurement unit that was installed in stationary positions along the roadway. A report detailing the number of cars and their speeds were presented for Council's review. Chief Adams reported that less than 5% of the traffic measured on Church Street and less than 3% of the traffic measured on Lakeview Drive exceeded the posted speed limit by more than 5 MPH. The Town's Traffic Calming Policy list all warrants that must be met to qualify for traffic calming measures on page 3. One of these warrants is that 15% of the traffic on the street must exceed the posted speed limit by more than 5 MPH, as measured by Police Department traffic monitoring devices. The vehicles exceeding the posted speed limit on Church and Lakeview during the study fall below the required 15%, therefore traffic calming measures will not be considered. Staff stated that this information was communicated to the neighborhood representative who initiated the request along with the McAdenville Village HOA President. The Chief added that perception is not always the reality when dealing with vehicular speeds in a neighborhood, but an increased police presence in the area would be continued to maintain speed and regulatory signage compliance.

#### **STAFF REPORT:**

Lesley Dellinger provided the following updates on various projects throughout Town:

- Greenway Parking Redesign – The Topo survey had been completed and the preliminary design is underway. A preliminary site plan design will be available for input at the October meeting.
- The Merger Regionalization Feasibility Study kick-off meeting with WithersRavenel was held on September 3<sup>rd</sup>. The study is expected to be completed by April of 2022.
- Smoke Testing of the sewer lines from McAdenville Village to Wilkinson Blvd is scheduled for October 5<sup>th</sup> & 6<sup>th</sup>. Letters with information on the testing will be mailed to residents in the impacted area in addition to postings on social media sites.
- Main Street Parking Changes - The removal of street parking and restriping of Main Street in front of the McAdenville Baptist Church is scheduled for the second week of October. Street parking will remain in front of the YMCA
- Upgrades are planned for Poplar Street including LED street lighting and restriping. A buffer area will be designated with a wide white line behind the commercial properties to improve the safety of customers utilizing the rear exits of the buildings.

#### **COUNCIL GENERAL DISCUSSION:**

Greg Richardson reported that the Catawba Riverkeeper's Annual River Sweep Event was planned for Saturday, October 2<sup>nd</sup> from 9am-Noon. He added that additional volunteers are still needed, and registration information is available on the Riverkeeper's website. Staff added that the McAdenville Greenway Park was a mobilization point and that the Town was providing support for the project by providing a dumpster and bathroom facilities. Chief Adams offered to provide two-way radios and reflective vests for volunteer use during the cleanup event.

**OPPORTUNITY FOR PUBLIC COMMENT:**

Mayor Robinette opened the floor for public comment. No comments were received.

**CLOSED SESSION:**

A Closed Session was held to discuss a personnel matter as allowed under **GS 143-318-11(a)(6)** by motion of Greg Richardson, second by Joe Rankin with unanimous vote at 6:47 PM.

Upon return from Closed Session at 7:15 PM, Mayor Robinette reported that the Board consulted with the Attorney on a personnel matter.

**ADJOURN:**

There being no further business to come before the board, the meeting adjourned at 7:16 PM upon motion of Reid Washam, second by Joe Rankin and unanimous vote.

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Jim Robinette, Mayor

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Lesley Dellinger, Town Clerk

STATE OF NORTH CAROLINA  
COUNTY OF GASTON

MEMORANDUM OF UNDERSTANDING

**THIS MEMORANDUM OF UNDERSTANDING** (this “**Agreement**”), dated as of \_\_\_\_\_, 2021 (the “**Effective Date**”), by and between the **CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation (“**CLC**”) and the **TOWN OF MCADENVILLE**, a North Carolina municipal corporation (the “**Town**”).

**WITNESSETH:**

**WHEREAS**, CLC is the lead agency for the Carolina Thread Trail (“**CTT**”), and the Town and CTT have worked together to develop a trail signage program for trails located in the Town of McAdenville, Gaston County, North Carolina, locations of which are more particularly shown on **Exhibit A** attached hereto and incorporated herein by reference (the “**Signage**”), and

**WHEREAS**, the Town has agreed to contribute six thousand dollars (\$6,000) as a cost-share with CLC and CTT in the fabrication, purchase and installation of Signage (the “**Cost Share Payment**”), and

**WHEREAS**, the Town has agreed to provide routine maintenance of the Signage and around the areas of installation, and

**WHEREAS**, CTT has agreed to replace Signage, correct damage or conduct major repairs as needed, and

**WHEREAS**, the parties hereto recognize and agree that the Signage is important for trail interpretation and directional guidance of trail users, and

**WHEREAS**, the parties hereto jointly acknowledge the value and community benefits of trails and voluntarily enter into this Agreement to establish the responsibilities of the Town and CTT with respect to the Signage;

**NOW, THEREFORE IN CONSIDERATION OF** the foregoing, the parties acknowledge and agree to the terms and conditions as set forth in this Agreement:

1. **Sign Types.** The initial installation of Signage includes one (1) trailhead sign, two (2) intersection/directional signs, two (2) assurance markers, and four (4) pavement markings, as shown on **Exhibit B** attached hereto and incorporated herein by reference. Quantities of each sign type are subject to change based on alterations of the Signage locations or adjustments needed due to trail expansion or realignment.
  - i. **Design.** The Signage as shown on **Exhibit B** includes the current design package. Signage will incorporate CTT’s name and/or logo, to be updated as needed in conjunction with any rebranding or changes in brand strategy adopted by the organization.

2. **Fabrication.** CTT shall be responsible for purchasing all Signage from the selected fabricator based on the specifications agreed upon with the Town.
3. **Installation.** All Signage shall be installed by CTT or the contractor or subcontractor selected by CTT to perform the work.
4. **Routine Maintenance.** The Town will clean all Signage surfaces and shall clear all vegetation or other debris as necessary to prevent injury and to provide an aesthetically pleasing trail experience.
5. **Replacement.** In the event of damage to or destruction of the Signage, CTT will be responsible for replacement. Signs requiring replacement will be of the same type and installed in the same manner and in the same location as shown on Exhibit A, if feasible. If Signage cannot be replaced in the same location designated in Exhibit A for a technical reason, the parties shall mutually agree to an alternate location.
6. **Monitoring.** The Town and CTT both agree to visually monitor and inspect the Signage for damage at regular intervals. In the event Signage is in poor condition, damaged or destroyed, the party who observed this issue will notify the party responsible for maintenance, care or replacement as described in Paragraph 10 below. Once notified, the responsible party will address, or engage a contractor or subcontractor to address, the issue within thirty (30) days.
7. **Access.** The Town shall not unreasonably restrict access to the Signage locations.
8. **Co-Branding.** The Town reserves the right to place its own branded logo on the assurance markers, to be installed in a manner and utilizing materials mutually agreed upon with CTT.
9. **Payment.** The Cost Share Payment shall be made in two installments with the first payment in the amount of two thousand dollars (\$2,000) and the second payment in the amount of four thousand dollars (\$4,000). Payments shall be made by check written out to the Carolina Thread Trail, and the first shall be disbursed within thirty (30) days of the Effective Date of this Agreement. The second payment shall be paid in the same method within thirty (30) days of receipt of an invoice from CTT.
10. **Notices.** Any notice or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

Town:                      Town of McAdenville  
                                  PO Box 9  
                                  McAdenville, North Carolina 28101  
                                  Attention: Town Administrator/Clerk

CTT:                         Carolina Thread Trail  
                                  4530 Park Rd, Suite 420

Charlotte, North Carolina 28209  
Attention: Executive Director

or to such other address as either party from time to time shall designate by written notice to the other.

11. **Insurance.** At all times while this Agreement remains in force and effect, CTT shall maintain commercial general liability insurance coverage and shall require any contractors or subcontractors performing work related to the Signage installation, replacement or other repair to maintain insurance sufficient to meet the Town's requirements and shall name the Town as an additional insured.
12. **Applicable Law.** This Agreement shall be deemed to be a contract entered into pursuant to the laws of the State of North Carolina and shall in all respects be governed, construed, applied and enforced in accordance with the laws of the State of North Carolina. This Agreement is Effective as of the date first referenced above.
13. **Amendment.** This Agreement may not be amended except by written instrument mutually agreed upon and duly executed by the parties hereto.

**IN WITNESS WHEREOF**, the parties have caused this instrument to be executed and effective as of the day and year first above written.

**TOWN OF MCADENVILLE**, a North Carolina municipal corporation

BY: \_\_\_\_\_  
TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**CATAWBA LANDS CONSERVANCY**, a North Carolina nonprofit corporation

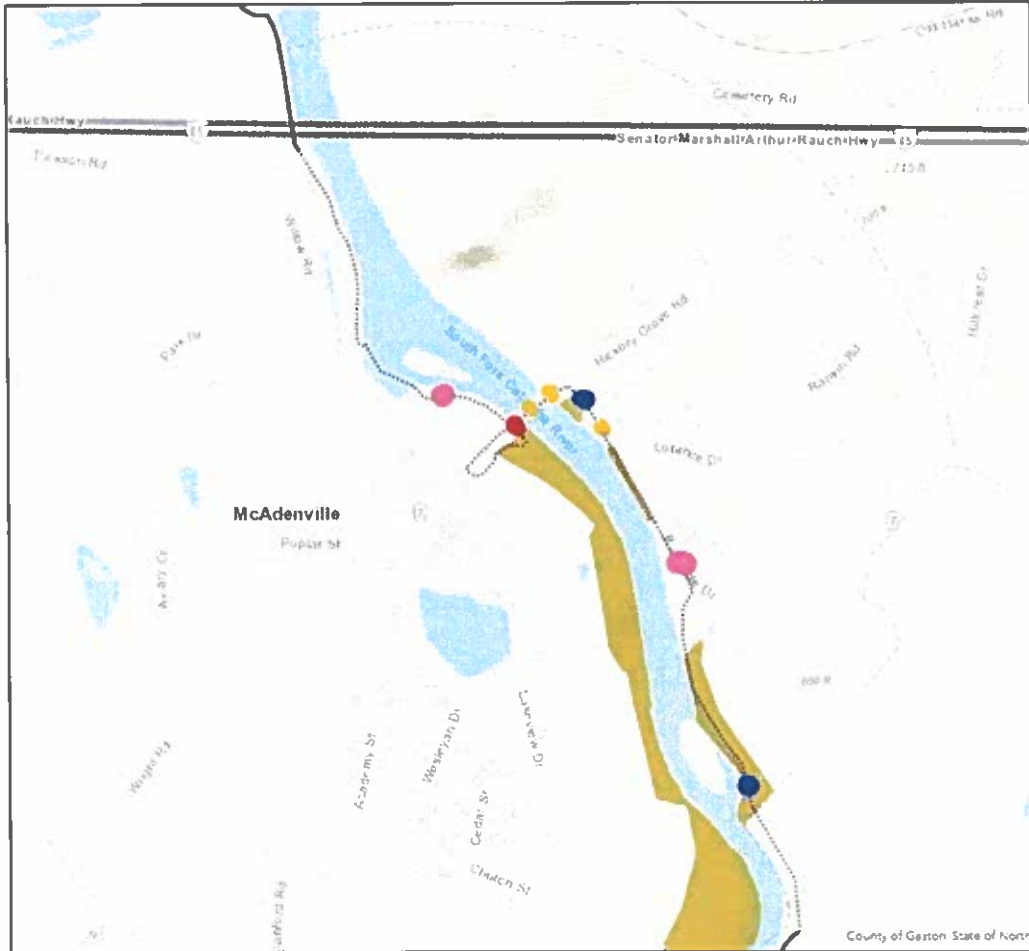
BY: \_\_\_\_\_

DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_



**EXHIBIT A**  
**Signage Location Map**



Trailhead signs= **Red**

Intersection/directional signs= **Blue**

Assurance markers= **Pink**

Pavement markers= **Yellow**

**EXHIBIT B**  
**Signage Types**

**SIGN TYPES: CORE PACKAGE**



Trailhead



Intersection



Assurance



CAROLINA  
THREAD TRAIL

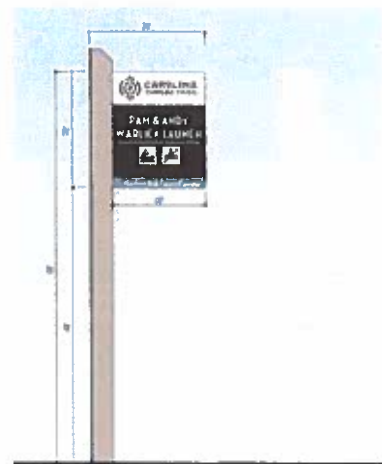
**SIGN TYPES: SECONDARY PACKAGE**



Crosswalk



Donor Recognition



Kayak/Canoe Launch  CAROLINA  
THREAD TRAIL



### NC01 LIGHTING SERVICE AGREEMENT

Account Information:  
TOWN OF MCADENVILLE  
PO BOX 9  
MC ADENVILLE NC

Project Information:  
STREET LIGHT  
MC ADENVILLE North Carolina 28101

Account Number:  
9100 3367 7120

Work Order Number:  
42027821

Customer Contact Information:  
TOWN OF MCADENVILLE  
CLERK@TOWNOFMCADENVILLE.ORG

Duke Energy Representative Contact Info:

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This Lighting Service Agreement is hereby entered into this 1st day of October, 2021, between Duke Energy (hereinafter called the "Company") and TOWN OF MCADENVILLE (hereinafter referred to as the "Customer") for lighting service at the above location(s). The Customer agrees to receive and pay for lighting service from the Company in accordance with the rates, terms and provisions of the Company's Rate Schedule PL and Service Regulations, or its successor, as the same is on file with the North Carolina Public Service Commission (PUBLIC SERVICE COMMISSION OF NORTH CAROLINA) and as may be amended and subsequently filed with the PUBLIC SERVICE COMMISSION OF NORTH CAROLINA.

To the extent there is any conflict between this Agreement and the Lighting Service Rate Schedule, the Lighting Service Rate Schedule shall control. In the event of termination by the Customer during the initial term of this agreement under this rate schedule or upon early termination of service under this schedule, the customer agrees to pay remaining terms of this agreement as delegated by the PUBLIC SERVICE COMMISSION OF NORTH CAROLINA.

The date of *initiation* of service shall be defined as the date the first light(s) is energized or billing is transferred and shall continue hereafter until terminated *by either party upon written notice 10 days prior to termination*. It is further agreed that Duke Energy reserves the right to discontinue service and remove the fixtures from the Customers premise if the Customer violates any of the terms of the Service Regulations, Rate Schedule or this Agreement.

Customer Signature \_\_\_\_\_

Date Signed \_\_\_\_\_

Duke Energy Representative Zane Edwards

Date Signed 10/1/2021

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



Summary of Estimated Charges				
Minimum Service Term	Initial Monthly Cost	Total One Time Charges	Total Cost for Initial term	Ongoing Monthly Charge post Term
3 Years (36) Months	80.10	0.00	2883.60	80.10

Monthly Base Charges							
Service Required	Quantity	Product Description Fixtures and Poles	Equipment Rental**	Maintenance	Energy	Unit Total	Sub-Total
I	010	Light Fixture Roadway LED 50W Gray (RAL7038) Type III 1	0.00	0.00	0.00	8.01	80.10
R	001	REM ONLY---Light Fixture Cobra Drop Lens High Pressure	0.00	0.00	0.00	0.00	0.00
<b>Rental, Maintenance, F&amp;E Totals:</b>			\$0	\$0	\$0		
<b>Estimated Change to Base Monthly Charge Total</b>							<b>\$80.10</b>

THIS IS NOT A BILL. PLEASE DO NOT SEND A PAYMENT IN RESPONSE TO THIS COMMUNICATION.



**CRAMERTON POLICE DEPARTMENT**  
**MONTHLY REPORT: September, 2021**

**McADENVILLE CONTRACT**

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
<b>ARREST TOTALS</b>	0	4	1	0	1	3	3	6	1				19
Adult	0	4	1	0	1	3	3	6	0				18
Juvenile	0	0	0	0	0	0	0	0	1				1
Felony	0	0	1	0	1	2	2	2	1				9
Misdemeanor	0	1	0	0	0	1	1	3	0				6
Traffic	0	3	0	0	0	0	0	1	0				4
<b>DWI ARRESTS</b>	0	2	0	0	0	0	1	1	0				4
<b>CALLS FOR SERVICE</b>	122	151	182	176	217	158	203	205	199				1613
<b>CASE TOTALS</b>	4	4	1	1	3	3	3	4	1				24
Felony	2	1	1	1	3	2	3	2	0				15
Misdemeanor	2	3	0	0	0	0	0	2	1				8
<b>DRUG INVESTIGATIONS</b>	0	1	1	0	1	0	2	2	0				7
<b>TRAFFIC CITATIONS</b>	7	25	10	5	0	0	0	0	21				68
License Vios.	5	9	4	1	0	0	0	0	1				20
Registration Vios.	1	8	5	4	0	0	0	0	1				19
Restraint Vios.	0	0	0	0	0	0	0	0	0				0
Speeding Vios.	1	6	1	0	0	0	0	0	18				26
Sign/Signal Vios.	0	0	0	0	0	0	0	0	0				0
Other Traffic	0	2	0	0	0	0	0	0	3				5
<b>TRAFFIC CRASHES</b>	2	4	0	1	2	5	4	2	1				21
Damage	2	2	0	1	2	2	3	2	0				14
Injury	0	2	0	0	0	3	1	0	1				7