

**TOWN OF MCADENVILLE COUNCIL AGENDA
TUESDAY, AUGUST 13, 2024 @ 6:00 PM
163 MAIN STREET, MCADENVILLE, NC**

- 1. CALL TO ORDER, PLEDGE OF ALLEGIANCE & INVOCATION**
- 2. ADJUSTMENT & APPROVAL OF THE AUGUST 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 July 9, 2024.
 - b) Approval of KB Creative Design Contract in the amount of \$2,400 to create an official Town Seal for McAdenville. The contract includes three custom design options for consideration, three rounds of revisions, and final deliverable of selected design in single & full color.
- 4. NORTH STREET EASEMENT:** Attorney Chris Whelchel will present an easement agreement for Council consideration with Belmont Land and Investment Company for installation of a 16” steel water sleeve and utility easement on North Street. The easement will facilitate the Waterline Improvement grant project SRP-ARP-0108 scheduled to begin construction in January 2025.
- 5. POLICE DEPARTMENT REPORT:** A representative from the Cramerton Police Department will be present to report on police activity for the month of July and address any concerns or questions presented by the Town Council.
- 6. STAFF REPORT:** Lesley Dellinger will provide updates on town business & open projects and answer questions from the Town Council.
- 7. OPPORTUNITY FOR PUBLIC COMMENT:** This is an opportunity for members of the public to present items of interest to the Mayor and Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to come to the podium, state their name and address for the record, and limit comments to no more than five (5) minutes.
- 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.

ADJOURN

TOWN OF MCADENVILLE MINUTES

JULY 9, 2024

The McAdenville Town Council met in regular session on Tuesday, July 9, 2024, at 6:00 PM in the Council Chambers of Town Hall located at 163 Main Street, McAdenville N.C.

PRESENT:

Mayor Pro-Tem Reid Washam; Council Members: Carrie Bailey, Jay McCosh, Greg Richardson, and Joe Rankin. Also in attendance: Attorney Chris Whelchel, CPD Captain Debbold, and Town Administrator/Clerk Lesley Dellinger. Mayor Jim Robinette was absent.

CALL TO ORDER:

Mayor Pro-Tem Washam called the meeting to order at 6:00 PM and led in the Pledge of Allegiance. Pastor Walt Griggs, McAdenville Baptist Church, opened the meeting with prayer.

ADJUSTMENT & APPROVAL OF AGENDA:

The July Agenda was approved as presented by motion of Jay McCosh, second by Carrie Bailey and unanimous vote.

APPROVAL OF MINUTES:

The regular meeting minutes of June 11, 2024 were approved by motion of Joe Rankin, second by Reid Washam and unanimous vote.

POLICE DEPARTMENT REPORT:

Captain Debbold was in attendance and stated that the monthly CPD report was included in the agenda packet and offered to answer questions or address any concerns of the board. Lesley Dellinger asked for clarification on why traffic incidents are sometimes recorded in incorrect months on the CPD report. Captain Debbold replied that the report date on the CPD report correlates with when the traffic violation is uploaded into the state computer system which sometimes takes 5-10 business days. He then provided Council with an update on a recent meeting with Town Staff in which the current contract was discussed, including a detailed review of services that were important to include when negotiating a service contract with a new entity. Captain Debbold added that he will be happy to work with the new agency by providing information on how the CPD organizes and manages traffic during the Christmas Town Event. Mayor Pro-Tem Washam stated that Town staff will be meeting with the Gaston County Police the week of July 17th and the information shared during the meeting with Chief Adams and Captain Debbold was helpful and appreciated.

STAFF REPORT:

Town Administrator/Clerk, Lesley Dellinger, reported on the following:

Water & Sewer

- The new online bill payment option for utility bills went live on 6/17/2024. The overall response from residents has been positive with 76 portal account registrations as of 7/5/2024.

- The Utility Billing on 7/15/2024 will reflect the 10% rate increase approved with the FY2024-2025 budget. Mayor Pro-Tem Washam added that the 10% increase included a 7 ½ % passthrough due to the wholesale rate increase by Two Rivers Utilities.

Fire Station Damage

- The storm damage repairs are complete at the fire station. The insurance claim for the storm damage was \$31,048.67. Total cost for repairs was \$36,759.59. The decision was made to have the roof replaced vs spot repairs due to age resulting in additional cost.

Administration Changes

- The part-time Special Project Manager position has been accepted by Maria Stroupe. Maria recently retired from the Town of Dallas with over twenty-two years of service. During her tenure at Dallas, she served in many roles including the Administrative Service Director, Finance Director, and lastly as the Town Manger.
- The Finance Director position interviews have concluded. A conditional offer will be issued to the top candidate by July 12th.

Financial Update

- The following line-item adjustments were authorized by the Finance Officer in the FY2023-24 budget. These changes will result in NO increase or decrease in the net appropriations for the General Fund or Water/Sewer Fund.

10-5210-535 (E)	Postage & Printing	Increase	\$ 160
10-5400-561 (E)	Fire Dept-Capital Outlay	Increase	\$ 18,650
51-5810-551 (E)	Supplies	Increase	\$ 500
51-5820-521 (E)	Water-Maint/Repairs	Increase	\$ 2,500
			\$ 21,810

10-5210-511 (E)	Professional Services	Decrease	\$ 160
10-5400-522 (E)	Fire Dept-Maint/Repairs	Decrease	\$ 18,650
51-5810-579 (E)	Misc Expense	Decrease	\$ 500
51-5830-521 (E)	Sewer-Maint/Repairs	Decrease	\$ 2,500
			\$ 21,810

- Butler & Stowe CPA’s will be onsite July 30th to begin test work for the FY2024 Audit. Lesley provided budget vs actual reports for all major funds for Council review and offered to answer questions. She stated that the preliminary reporting shows an increase in fund balance for the General Fund and a small profit in the Water/Sewer fund.

OPPORTUNITY FOR PUBLIC COMMENT:

Sheryl Beck, 224 Wright Street, asked that the Town consider cleaning up the bog by removing several large trees that fell during the storm on May 8, 2024. She also requested that a Children at Play caution sign be placed on Wright Street.

COUNCIL GENERAL DISCUSSION:

Jay McCosh stated that there had been rumors of a firearm being discharged in the bog related to the beavers living in the wetlands and asked if a report had been filed with the CPD. Captain Debbold replied that he was not aware of a formal complaint being submitted. Councilman McCosh added that he and Town staff had scheduled a meeting with a local designer to discuss creating an official Town Seal for McAdenville. He hopes to have a proposal to present at the August meeting for Council consideration.

Mayor Pro-Tem Washam stated that the replacement boardwalk on the greenway was very close to being finished. He added that the contractor had done a great job securing the boardwalk to the concrete which should prevent problems when flooding occurs in the area.

ADJOURN:

There being no further business to come before the board, the meeting adjourned at 6:28 PM upon motion of Carrie Bailey, second by Joe Rankin and unanimous vote.

Reid Washam, Mayor Pro-Tem

Lesley Dellinger, Town Clerk

Drawn by and mail to:
Johnston, Allison & Hord, P.A. (WCI)
1065 E. Morehead Street
Charlotte, NC 28204

STATE OF NORTH CAROLINA

EASEMENT AGREEMENT

COUNTY OF GASTON

THIS EASEMENT AGREEMENT (“Agreement”) is made and entered into as of the ____ day of August, 2024 (“Effective Date”) by and between **BELMONT LAND AND INVESTMENT COMPANY, LLC**, a North Carolina limited liability company (“Belmont” or “Grantor”) and **THE TOWN OF MCADENVILLE**, a North Carolina municipal corporation (“Town” or “Grantee”).

WITNESSETH:

WHEREAS, Belmont is the owner of that certain real property located in McAdenville, Gaston County, North Carolina identified as Gaston County Tax Parcel No. 305301, being the same real property conveyed to Belmont by deed recorded in Book 4297 at Page 108 in the Office of the Gaston County Register of Deeds (the “Property”). A portion of such Property is more particularly depicted on the Exhibit Map attached hereto as Exhibit A and incorporated herein by reference (the “Exhibit Map”); and

WHEREAS, Belmont grants to Town, its successors and/or assigns, a perpetual water line easement across a portion of the Property for the purpose of using that certain constructed or to be constructed water line in that certain location shown as “Proposed Location of 16” Steel Pipe” on the Exhibit Map (the “Water Line”), which Water Line is to be located within that certain area shown cross-hatched and labeled as “30’ Utility Easement” on the Exhibit Map (the “Easement Area”).

NOW, THEREFORE, for and in consideration of the premises, the promises and covenants contained herein, and other good and valuable considerations, all of which being hereby acknowledged by the parties hereto, Belmont and Town have agreed as follows:

1. **Installation of the Steel Pipe.** As a material component of the consideration for this grant, Belmont has agreed, at its sole cost and expense, to install a 16” steel pipe (the “Steel Pipe”) in the location shown as “Proposed Location of 16” Steel Pipe” on the Exhibit Map within one (1) year of the execution of this Agreement. Such installation shall be performed in accordance with all applicable regulations and engineering designs applicable to same. In the event that Belmont fails to timely install the Steel Pipe within the prescribed time period, the Town may install the Steel Pipe, and any costs and expenses incurred by the Town in connection therewith shall be due and payable by Belmont within thirty (30) days after receipt of an invoice detailing such costs and expenses.

2. **Grant of Easement.** Subject to the terms and conditions set forth above and herein, Belmont hereby grants unto Town, its successors and/or assigns, upon the terms and conditions set forth in this Agreement, a perpetual nonexclusive easement whereby Town, and its agents, employees or contractors, may enter onto the Easement Area for the limited purpose of tapping into, installing, operating, utilizing, maintaining, repairing and replacing the Water Line located within the Steel Pipe. Included in the easement granted to Town, its successor and/or assigns, in this Section 1 (the “Water Line Easement”) is the right at all times to enter upon such portions of the Easement Area as are reasonably necessary for purposes of inspecting the Water Line and for making repairs, improvements and alterations thereto, and to install, at its sole cost and expense, such other utility pipes, conduits, wiring, cabling or other infrastructure within the Steel Pipe so long as such installations do not materially interfere with Belmont’s use thereof.

3. **Requirements of Law; Permits.** During the term of this Agreement, Town, its successors and/or assigns, at its sole expense, shall (i) comply with all laws, orders and regulations or other requirements of federal, state, county and municipal authorities, and with any direction of any public officer or officers with respect to the Easement Area and the Water Line, or the use thereof, and (ii) obtain any and all permits required for operation of the Water Line, if any, from the applicable government authority.

4. **Maintenance and Enforcement Rights.**

(a) Town hereby agrees to maintain the Water Line currently existing or constructed by or on behalf of Town within the Easement Area in a first-class condition.

(c) If Town fails to perform the maintenance obligations set forth in this Section 4, and such default continues for a period of thirty (30) days after written notice from Belmont (provided, however, that if the default is not reasonably capable of being cured in thirty (30) days, such party shall not be in default if it commences the cure within that thirty (30)-day period and diligently prosecutes the cure to completion within ninety (90) days after Belmont’s initial written notice), then Belmont shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies including payment of any amounts due and/or specific performance.

5. **Property Loss and Damage.**

A. **Indemnification.** Town shall indemnify, defend and hold Belmont, its members, managers, officers, directors, employees and agents harmless from and against any and all claims, actions, damages, liability and expense (including reasonable

attorneys' fees) (i) in connection with loss of life, personal injury, bodily injury and/or damage to property arising from or out of any occurrence on or upon the Property that is occasioned wholly or in part by any act or omission of Town, its agents, employees, or contractors, or arising from the construction, maintenance or repair of the Water Line, and (ii) from any breach, violation or nonperformance by Town, its agents, employees, or contractors of any covenant or provisions of this Agreement. The provisions of this Section 5.A. shall survive termination of this Agreement.

B. **Insurance.** Town shall, at its sole cost and expense, keep in full force and effect commercial general liability insurance or its equivalent (occurrence coverage), with a combined limit of not less than \$2,000,000 and a commercially reasonable deductible. Town shall also require that any contractor or other person performing work on the Property by or for the account of Town carry commercial general liability insurance and automobile coverage at any times that construction activities are being conducted on the Property. Town shall cause all of the foregoing policies to name Belmont as an additional insured.

C. **Damage.** Town shall not damage or materially alter the Property beyond what is expressly authorized hereunder, nor interfere with the conduct of business by Belmont on the Property. Town shall repair any and all damage caused, in whole or in part, by Town, its agents, employees, or contractors, or arising from the construction, maintenance or repair of the Water Line, and return the Property to its condition prior to such damage. Alternatively, Belmont shall have the right, in Belmont's sole discretion, to complete any such repairs, and thereafter Town shall reimburse Belmont for the actual and documented repair costs within thirty (30) days after receipt of written notice from Belmont.

6. **Default.** Upon failure of a party to fulfill its obligations hereunder and unless such failure is cured by the defaulting party within thirty (30) business days after receipt of written notice by the other party, the defaulting party shall be declared in default and the non-defaulting party shall be entitled to full and adequate relief by injunction and/or all such other available legal and equitable remedies from the consequences of such default, including payment of any amounts due and/or specific performance.

7. **Assignment.** Town shall have the right to assign this Agreement and the Easement rights granted therein to any other governmental entity or authority that may acquire or otherwise operate and control the Town's utility systems.

8. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina.

9. **Amendments.** Except as otherwise indicated herein, this Agreement may not be changed, modified, amended or supplemented except by a writing signed by both parties.

10. **No Waiver and Severability.** No failure, neglect or delay by either party in regard to enforcing this Agreement or exercising any rights contained in this Agreement shall affect or limit such party's right to strictly enforce the same and shall not constitute or be implied

as a waiver of any right to enforce the same in the future. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.

11. **No Construction Against Preparer.** The parties hereto acknowledge that they were represented by competent counsel in connection with the negotiation, drafting and execution of this Agreement. This Agreement shall not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that, because of the arm's-length negotiations, all parties hereto have contributed substantially and materially to the preparation of this Agreement.

12. **Entire Agreement.** This Agreement contains the entire agreement of the parties with respect to matters provided herein, and shall supersede any representations or agreements previously made or entered into by the parties hereto.

13. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Belmont and Town and their respective legal representatives, successors and assigns.

14. **Counterparts.** This Agreement may be executed in any number of counterparts and/or in counterpart signature pages, each of which shall be deemed an original, but all of which together will constitute one and the same agreement.

16. **Notices.** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date either: (i) delivered in person, (ii) one (1) day after being deposited with a nationally-recognized overnight courier, or (iii) three (3) days after being deposited in the United States first class certified mail, return receipt requested, items (i)–(iii) above being sent to the applicable addresses set forth below, or at such other addresses as specified by written notice delivered in accordance herewith. Any notices given or made under this Agreement may be given by legal counsel for the party giving such notice.

If to Belmont: Belmont Land and Investment Company, LLC
Attn: Bill Carstarphen, President
100 Main Street
McAdenville, NC 28101

If to Town: Town of McAdenville
Attn: Town Clerk
125 Main Street
McAdenville, NC 28101

17. **Perpetuities Savings.** Notwithstanding any other provision in this Agreement to the contrary, all non-vested interests created by this Agreement that do not actually vest on or before the last day of the ninetieth (90th) year following the date of execution of this Agreement (the "Last Vesting Date") shall terminate on the Last Vesting Date; provided, however, with respect to all such interests that do actually vest prior to the Last Vesting Date, this provision shall be ineffective upon such vesting.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year first above written.

**BELMONT LAND AND INVESTMENT
COMPANY, LLC,**
a North Carolina limited liability company

By: _____
William P. Carstarphen, President

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, the undersigned Notary Public of the County of Gaston and State aforesaid, certify that William P. Carstarphen personally came before me this day and acknowledged that he is the President of Belmont Land and Investment Company, LLC, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal, this _____ day of August, 2024.

Notary's Printed or Typed Name

My Commission Expires: _____

(Affix Seal)

[Signatures continue on the following page]

TOWN OF MCADENVILLE

Attest:

Town Clerk

By: _____
Jim Robinette, Mayor

STATE OF NORTH CAROLINA
COUNTY OF GASTON

I, _____, A Notary Public of _____ County, North Carolina, certify that Lesley Dellinger personally appeared before me this day and acknowledged that she is the Town Clerk of the TOWN OF MCADENVILLE, a municipal corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by Jim Robinette, its Mayor, sealed with its corporate seal and attested by her as its Town Clerk.

Witness my hand and Notarial stamp or seal, this _____ day of August, 2024.

Notary's Printed or Typed Name

My Commission Expires: _____

(Affix Seal)

Exhibit A
Exhibit Map

[see attached]

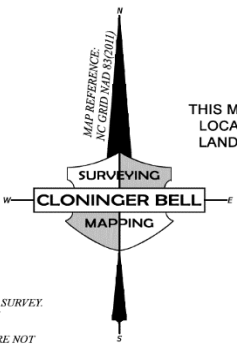
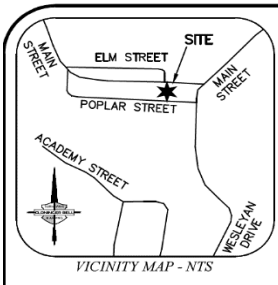


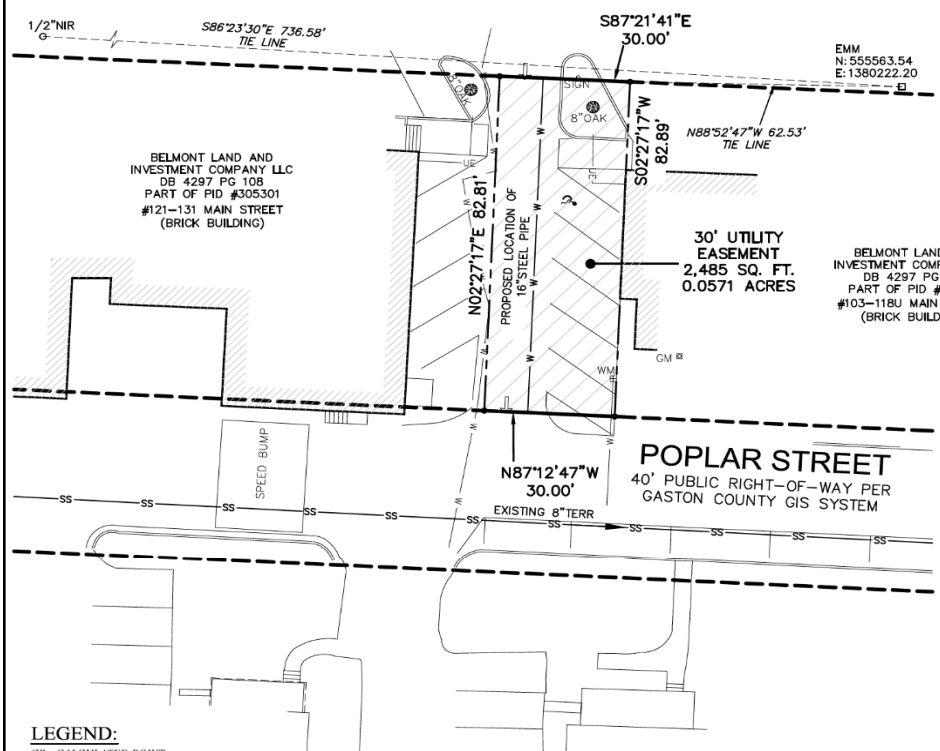
EXHIBIT MAP

THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



- NOTES:**
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 2. PHYSICAL IMPROVEMENTS MAY EXIST THAT ARE NOT SHOWN HEREON.
 3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. CLONINGER BELL SURVEYING & MAPPING, PLLC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
 4. AREAS CALCULATED BY COORDINATE COMPUTATION.
 5. SITE LOCALIZED TO NC GRID NAD83(2011) COORDINATES AND NAVD88 ELEVATIONS.

MAIN STREET - N.C. HWY 7
 VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
 MB 95 PG 101



BELMONT LAND AND INVESTMENT COMPANY LLC
 DB 4297 PG 108
 PART OF PID #305301
 #121-131 MAIN STREET
 (BRICK BUILDING)

EMM
 N: 555563.54
 E: 1380222.20

BELMONT LAND AND INVESTMENT COMPANY LLC
 DB 4297 PG 108
 PART OF PID #305301
 #103-118U MAIN STREET
 (BRICK BUILDING)

- LEGEND:**
- CP - CALCULATED POINT
 - DB - DEED BOOK
 - EMM - EXISTING METAL MONUMENT
 - GM - GASMETER
 - GW - GUY WIRE
 - HVAC - HEATING, VENTILATION, AIR COND.
 - LP - LIGHT POLE
 - MB - MAP BOOK
 - NGS - NATIONAL GEODETIC SURVEY
 - NIR - NEW IRON ROD
 - PID - PARCEL IDENTIFICATION NUMBER
 - PM - POWER METER
 - PP - POWER POLE
 - PG - PAGE
 - SSMH - SANITARY SEWER MANHOLE
 - WM - WATER METER
- LINE LEGEND:**
- EASEMENT: ————
 - PROPERTY LINE: ————
 - PROPERTY LINE (NOT SURVEYED): - - - - -
 - RIGHT-OF-WAY: ————
 - RIGHT-OF-WAY (NOT SURVEYED): - - - - -
 - POWER LINE: ————
 - POWER LINE (UNDERGROUND): ————
 - SANITARY SEWER PIPE: ————
 - WATER LINE: ————

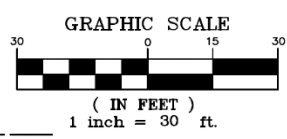


EXHIBIT MAP OF:
30' UTILITY EASEMENT
 PREPARED FOR:
BELMONT LAND AND INVESTMENT CO.
 POPLAR STREET
 TOWN OF MCADEVILLE, GASTON COUNTY, NC
 DEED REFERENCE: 4297-108
 TAX PARCEL: PART OF 305301

CLONINGER BELL SURVEYING & MAPPING, PLLC
 107 RIVERSIDE DR., MCADEVILLE, NC 28101
 TEL: (704) 864-9007
 LICENSE NO. P-2326

SCALE: 1"=30' DATE: MAY 20, 2024 FILE NO. 4026-A
 CREW: CBS DRAWN: TLM REVISED:

REVISION: NAME CORRECTION
 5-23-24

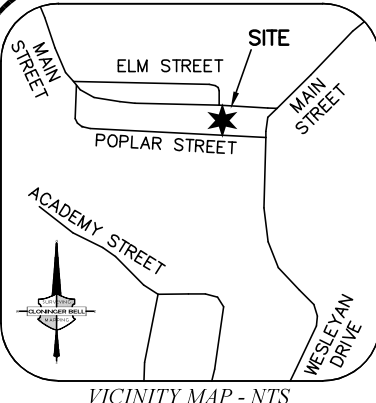
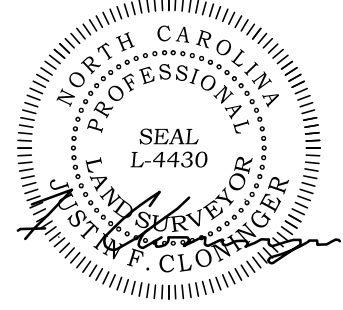
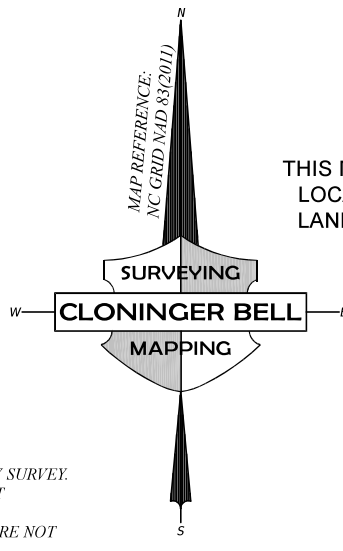


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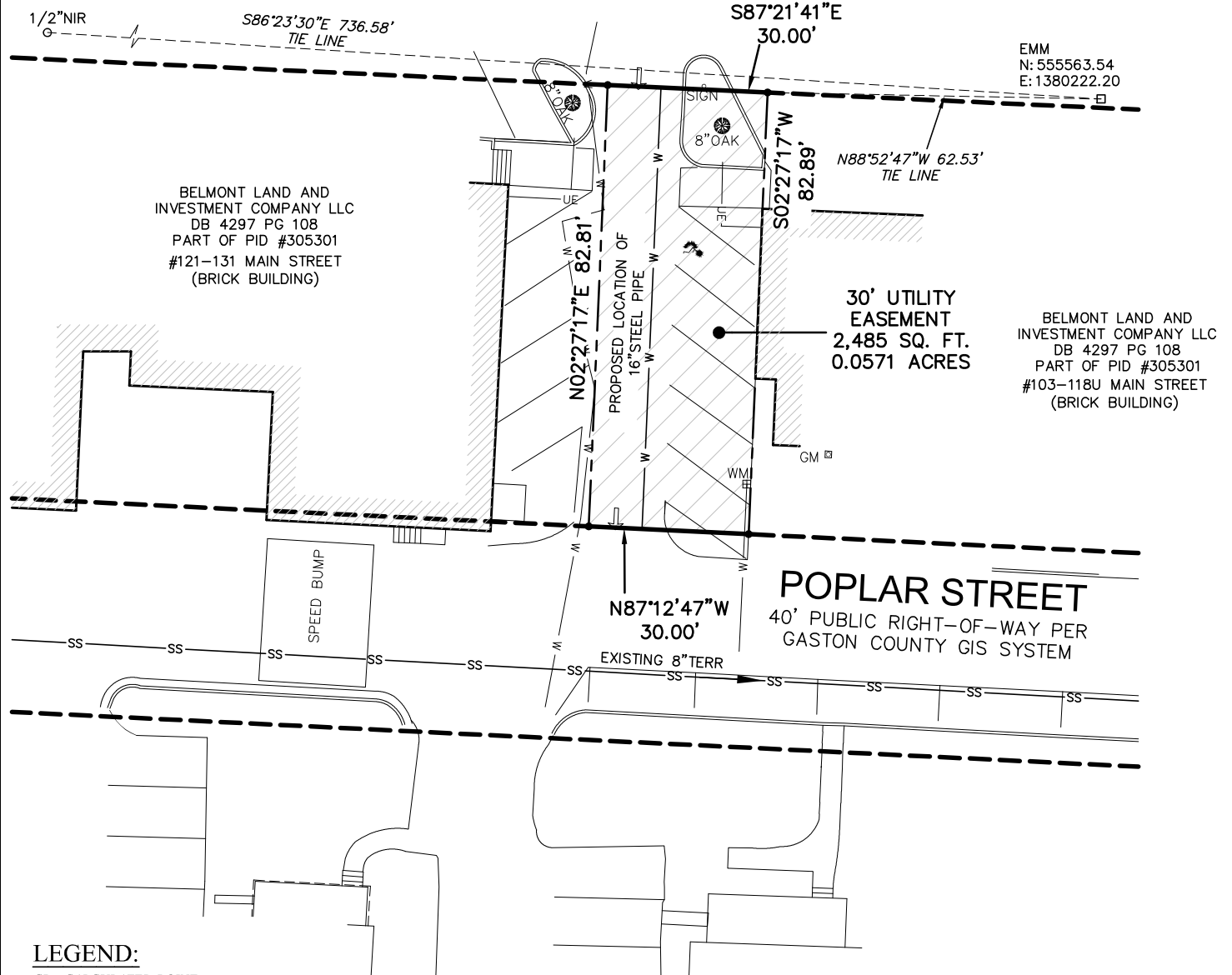
Justin

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MAIN STREET - N.C. HWY 7

VARIABLE WIDTH PUBLIC RIGHT-OF-WAY
MB 95 PG 101



BELMONT LAND AND INVESTMENT COMPANY LLC
DB 4297 PG 108
PART OF PID #305301
#121-131 MAIN STREET
(BRICK BUILDING)

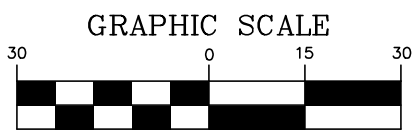
EMM
N: 555563.54
E: 1380222.20

BELMONT LAND AND INVESTMENT COMPANY LLC
DB 4297 PG 108
PART OF PID #305301
#103-118U MAIN STREET
(BRICK BUILDING)

30' UTILITY EASEMENT
2,485 SQ. FT.
0.0571 ACRES

LEGEND:

- CP - CALCULATED POINT
- DB - DEED BOOK
- EMM - EXISTING METAL MONUMENT
- GM - GAS METER
- GW - GUY WIRE
- HVAC - HEATING, VENTILATION, AIR COND.
- LP - LIGHT POLE
- MB - MAP BOOK
- NGS - NATIONAL GEODETIC SURVEY
- NIR - NEW IRON ROD
- PID - PARCEL IDENTIFICATION NUMBER
- PM - POWER METER
- PP - POWER POLE
- PG - PAGE
- SSMH - SANITARY SEWER MANHOLE
- WM - WATER METER



(IN FEET)
1 inch = 30 ft.

LINE LEGEND:

- EASEMENT: ————
- PROPERTY LINE: ————
- PROPERTY LINE (NOT SURVEYED): - - - - -
- RIGHT-OF-WAY: ————
- RIGHT-OF-WAY (NOT SURVEYED): - - - - -
- POWER LINE: ————
- POWER LINE (UNDERGROUND): ————
- SANITARY SEWER PIPE: ————
- WATER LINE: ————

REVISION: NAME CORRECTION
5-23-24

EXHIBIT MAP OF:
30' UTILITY EASEMENT
PREPARED FOR:
BELMONT LAND AND INVESTMENT CO.
POPLAR STREET
TOWN OF MCADEVILLE, GASTON COUNTY, NC
DEED REFERENCE: 4297-108
TAX PARCEL: PART OF 305301

CLONINGER BELL SURVEYING & MAPPING, PLLC
107 RIVERSIDE DR., MCADEVILLE, NC 28101
TEL: (704) 864-9007
LICENSURE NO. P-2326

SCALE: 1"=30'	DATE: MAY 20, 2024	FILE NO. 4026-A
CREW: CBS	DRAWN: TLM	REVISED:

Custom Town Seal Quote

Town of McAdenville

\$2,400

Includes:

- 3 Custom Town Seal Designs
- 3 Rounds of Revisions on Selected Design (including the option to mix and match elements from different designs)
- Color Palette (Full Color and Single Color)
- Typography
- Any Format Available (.pdf, .eps, .png, etc.)
- 15-30 Day Turnaround

Upon agreement, I will send over an agreement for the first month's invoice.
This amount will be divided into two equal monthly payments.

Thank you for trusting me with this honor!





CRAMERTON POLICE DEPARTMENT
MONTHLY REPORT: July, 2024

McADENVILLE CONTRACT

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
ARREST TOTALS	0	2	3	2	0	3	1						11
Adult	0	2	3	2	0	3	1						11
Juvenile	0	0	0	0	0	0	0						0
Felony	0	0	0	0	0	1	0						1
Misdemeanor	0	2	1	2	0	0	0						5
Traffic	0	0	1	0	0	1	1						3
DWI ARRESTS	0	0	0	0	0	1	1						2
CALLS FOR SERVICE	109	146	201	185	127	125	108						1001
CASE TOTALS	2	3	3	3	0	2	3						16
Felony	0	1	1	0	0	1	1						4
Misdemeanor	2	1	1	3	0	1	2						10
Traffic	0	0	1	0	0	0	0						1
DRUG INVESTIGATIONS	0	0	0	1	0	1	0						2
TRAFFIC CITATIONS	4	12	4	6	6	12	23						67
License Vios.	2	3	1	2	2	7	9						26
Registration Vios.	1	3	2	4	2	2	5						19
Restraint Vios.	0	0	0	0	0	0	0						0
Speeding Vios.	1	4	1	0	2	3	7						18
Sign/Signal Vios.	0	0	0	0	0	0	0						0
Other Traffic	0	2	0	0	0	0	2						4
TRAFFIC CRASHES	2	0	3	0	2	1	2						10
Damage	2	0	3	0	0	1	2						8
Injury	0	0	0	0	2	0	0						2

STAFF REPORT FOR COUNCIL MEETING 8/13/2024

Presented by Lesley Dellinger, Town Administrator/Clerk

Town Code – Ordinance Revision

- The Town Council voted at the May 14, 2024, meeting to add 3-way stops at the intersections of Church/Cedar Street & Lakeview/Cedar Street. Chief Adams stated during the meeting that Town Code Chapter 6-Motor Vehicles & Traffic would need to be updated for his staff to issue citations following the traffic pattern change. Staff recommends amending Section 6-4(a)(b) to remove the schedule in Appendix A, Section 6A-5 & 6. Modifying the language in this section and removing the schedule eliminates the need for future ordinance amendments when stop signs are added or removed throughout town. If Council supports the change, the Town Attorney will prepare an Ordinance amending Chapter 6, Section 6-4(a)(b), and Section 6A-5 & 6 of the McAdenville Town Code for adoption at the September meeting.

Parks & Recreation

- The GCLMPO recommended McAdenville for a \$2 million CMAQ award for the River Link trail construction on Riverside Drive. Final approval from the NCDOT is pending.
- Additional funding opportunity for the River Link Trail - The Great Trails State grant provides funding for new trail development and extension of existing trails anywhere in the state of NC. There is \$25 million in the current grant cycle with maximum awards of \$500K. Matching grant requirements are \$1 non-state matching for every \$1 of state funds. (*CMAQ grant funding can be used as match monies for the Great Trails State grant.*) Grant writing and application assistance is available through WithersRavenel for a cost of \$5,000. Council consideration is requested for contracting with Withers for grant writing services.

Water & Sewer

- The Hallie Bentley PRV replacement project has received approval from DWI for the water main extension on Main Street. Clayton Engineering is preparing the revised cost estimates and public bid documents for the project.
- Town staff met with WithersRavenel representatives on August 2nd to review the status of grant projects SRP/ARP/0108 & VUR/ARP/0099. Design approvals are still pending with DWI but Chris Rosenboom, Lead Engineer, stated that both projects will be ready for public bid in September. The ARP grant funding requires that monies be committed by December 31, 2024. Town staff expressed concern that this milestone may not be met if construction bids come in above the current grant funding awards. Alice Briggs, financial consultant with WithersRavenel, stated that she was looking into options for additional funding for project overages and would investigate the possibility of sharing funding between the Town's two funded projects. Chris Rosenboom felt there were

options for value engineering or modifying the scope of work for both grants if bids come in above the allotted funding.

Public Works

- The cost of recycling is escalating and managing acceptable recyclables during curbside collection is very difficult. As it stands now, the recycling being collected by Harrison Sanitation has a contamination level above what is acceptable and often ends up in a landfill. Town staff is working on a letter and on-line survey for McAdenville residents to explain the current recycling situation and provide an opportunity for input. The Town's current contract for solid waste collection ends June 30, 2025. Information from the on-line survey will be used as a tool to help staff develop an RFP for solid waste collection that best serves the majority interest of the citizens.

Financial

- The test work for the FY2023-2024 audit is complete. Butler & Stowe personnel found no issues with the conversion data from Southern Software to the new platform.