

Town of Mineral Springs
Electronic Meeting via Zoom
Meeting ID#762 323 8311
Mineral Springs Town Council
Regular Meeting
January 14, 2021
7:30 P.M.
AGENDA

ATTENTION: Due to COVID-19 and for the personal safety of the public, town employees, and town council, this meeting will be conducted virtually. In order to comply with the open meetings law, the town is providing you with the ability to attend this meeting virtually via Zoom by calling one of the following numbers +1-346-248-7799 US (Houston), +1-669-900-6833 US (San Jose), +1-929-205-6099 US (New York), +1-301-715-8592 US, +1-253-215-8782 US (Tacoma), or +1-312-626-6799 US (Chicago) or by visiting <https://us02web.zoom.us/j/7623238311>. The meeting ID# is 762 323 8311 for either method (phone or web).

1. Opening

The meeting will be called to order and roll call will be conducted.

2. Public Comments

The town council will hear comments from members of the public on any matters of interest to them during this ten-minute period.

ATTENTION: Public comments will be taken virtually via Zoom as described above. If you wish to sign up to speak at this meeting, please contact Town Clerk Vicky Brooks at 704-289-5331 (text or voice) or by email at msvickybrooks@aol.com by 2:00 p.m. January 14, 2021.

3. Consent Agenda – Action Item

- A. December 10, 2020 Regular Meeting Minutes
- B. November 2020 Tax Collector's Report
- C. November 2020 Finance Report

4. Consideration of Approving a Contract for G.S. 160D Amendments – Action Item

The council will consider approving a contract with either N-Focus or Benchmark to complete the G.S. 160D Amendments.

5. Consideration of Legislative Goals and Appointing a NCLM Delegate – Action Item

The council will select ten legislative goals from a list provided by the North Carolina League of Municipalities and appoint a delegate to vote for those choses on behalf of the town.

6. Discussion of an Interlocal Agreement with Union County – Action Item

The council will review and provide feedback on a draft interlocal agreement on public works with Union County.

7. Consideration of a Resolution (R-2021-01) Opposing a High-Density Rezoning in a Wesley Chapel “Doughnut Hole” – Action Item

The council will consider adopting a resolution opposing a rezoning by Union County for a high-density development.

8. Staff Updates

The staff will update the council on any developments that my affect the town.

9. Other Business

10. Adjournment

**Minutes Draft of the
Mineral Springs Town Council
Regular Meeting via ZOOM
December 10, 2020 – 7:30 p.m.**

The Town Council of the Town of Mineral Springs, North Carolina, met in Regular Session in a virtual meeting via ZOOM, Mineral Springs, North Carolina, at 7:30 p.m. on Thursday, December 10, 2020.

Present: Mayor Frederick Becker III, Mayor Pro Tem Valerie Coffey, Councilwoman Lundeen Cureton, Councilwoman Bettylyn Krafft, and Councilwoman Peggy Neill.

Absent: Councilman Jerry Countryman and Councilwoman Janet Critz.

Staff Present: Town Clerk/Zoning Administrator Vicky Brooks, Attorney Bobby Griffin, and Deputy Town Clerk Janet Ridings.

Visitors: Vann Harrell, Robin Merry and Phil Every.

1. Opening

With a quorum present at 7:31 p.m. on December 10, 2020, Mayor Frederick Becker called the Regular Town Council Meeting to order.

Town Clerk Vicky Brooks did the roll call of those present [as shown above].

2. Public Comments

There were no public comments; no requests for public comments were received via text or email.

3. Consent Agenda – Action Item

Councilwoman Neill motioned to approve the consent agenda containing the November 12, 2020 Regular Meeting Minutes, the October 2020 Tax Collector’s Report, and the October 2020 Finance Report and Councilwoman Krafft seconded. The motion passed unanimously.

4. Presentation of the Union County Revaluation

Union County Tax Administrator Vann Harrell, along with Assessment Division Director Robin Merry and Appraisal Division Director Phil Every attended the ZOOM meeting. Mr. Harrell explained Ms. Merry’s group specifically deals with tax relief, personal property and GIS information and Mr. Every’s group is primarily responsible for the reappraisal.

Mr. Harrell provided an overview of the 2021 reappraisal that takes effect on January 1, 2021.

REAPPRAISAL: WHAT IS IT AND WHY DO IT?

- A systematic review and appraisal of all real property
- Compliance with state statutes and existing case law
- Re-establish equity and fairness in the property tax base
- Ensure assessed values are reflective of current market
- Restore tax base lost to equalization

TIMING OF A REAPPRAISAL

- NCGS 105-286(a)(1) establishes a mandatory 8-year maximum reappraisal cycle
- NCGS 105-286(a)(2) requires a mandatory advancement of the reappraisal based on population size and the county Sales Assessment Ratio

- NCGS 105-286(a)(3) allows for an optional advancement to a more frequent reappraisal period by BOCC resolution (i.e. 2004 and 2008)

MANDATORY REAPPRAISAL

1. Sales Assessment Ratio
 - Greater than 1.15 or 115% of the market
 - Less than .85 or 85% of the market
 - Based on N.C. Department of Revenue Sampling
2. Population of 75,000 or greater

REAPPRAISAL TIMELINE

- December 31, 2018: Reappraisal plan submitted to DOR
- October 19, 2020: Schedule of Values Presented
- November 2, 2020: Public Hearing on SOV
- November 16, 2020: BOCC Adopts SOV
- **January 1, 2021: Effective Date of Reappraisal**
- February 15, 2021: Reappraisal Update
- End of February 2021: Assessment Notice Mailed
- May 25, 2021: Estimated Deadline for New Appeals

THE REAPPRAISAL PLAN

Plan was developed with attention to the following:

- Budget: Compliance with NCGS 153A-150
- Staffing: Compliance with Section 6.2, IAAO Mass Appraisal Standard and NCGS 105-299
- Outsourcing Needs: Compliance with Section 6.4, IAAO Mass Appraisal Standard and NCGS 105-299
- Hardware/Software: Compliance with Sections 6.3 and 3.3.2 of the IAAO Mass Appraisal Standards
- Timeline: Reappraisal Plan must be submitted to NCDOR 24 months prior to effective Date

UNIFORM SCHEDULE OF VALUES

- A new schedule is required to be adopted for every reappraisal cycle
- Establishes the rates and procedures in effect for the next reappraisal cycle
- Uses data from over 33,000 qualified sales and regional construction cost indices
- Captures the value of the current real estate market (retrospective in nature)
- Details the rates and variables that are used in the valuation process

GUIDING RULES, PRINCIPLES, & POLICIES

- Fair and Equitable
- North Carolina General Statutes
- Industry Best Practices (IAAO & NCDOR)

METHODOLOGY

- Approaches to Value
 - o Sales, Cost, Income
 - o Allocation and Abstraction (Land only when needed)

- Land Valuation
 - Appraisal Neighborhoods, Influence Factors, Site Ratings
- Improvement Valuation
 - Replacement Cost New Adjusted for Depreciation and Neighborhood Location

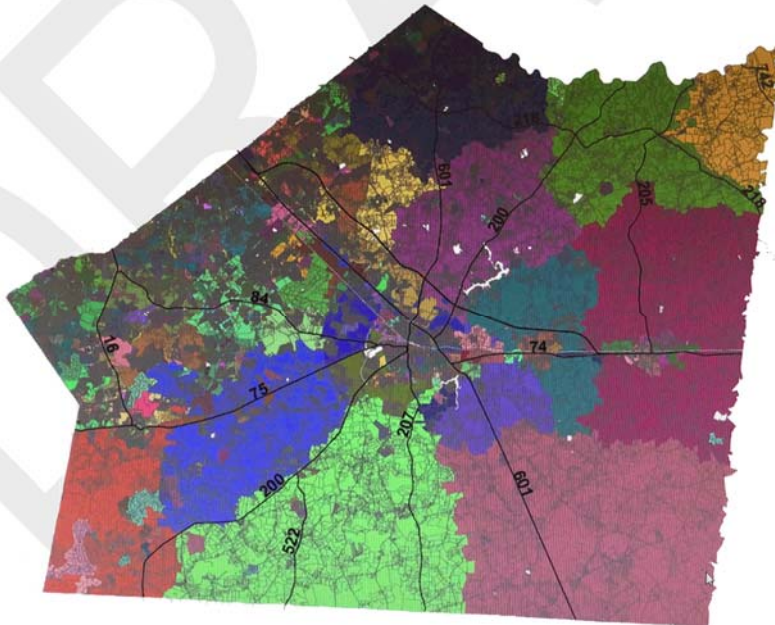
QUALITY ASSURANCE REVIEWS

- The process of reviewing all properties within Union County
- It is an ongoing process
- On-site reviews for vacant properties using aerial imagery
- 63,500 parcels have been reviewed by teams of appraisers

NEIGHBORHOOD DELINEATION

- A critical component to the reappraisal process
 - First used in Union County in 1980's
- Divides the county into smaller geographical units
 - Out of 899 appraisal neighborhoods in Union County the average parcel count is 115
 - The base level of grouping starts with the high school district assignment
- Analyzing smaller sets of market data ensures a more equitable valuation with comparable properties
- Maintains consistent values in a management market area
- Easier for taxpayers to compare property values in a market area

UNION COUNTY NEIGHBORHOOD MAP



THE QUESTION OF EQUITY – Sales Ratio
Based on a sampling of sales by NCDOR

Property Type	2020	2019	2018	2017	2016	2015
Real Estate	73%	74%	79%	88%	95%	99.71%
Personal Property	100%	100%	100%	100%	100%	100%
Public Service Companies	83%	83%	100%	100%	100%	100%
Motor Vehicles	100%	100%	100%	100%	100%	100%

WHAT IS EQUALIZATION?

- NCGS 105-284 – Uniform Assessment Standard
- Any county that falls below a 90% sales ratio on the reappraisal year of the 4th or 7th year after their reappraisal will have state assessed values equalized
- Applies only to Public Service Companies that are state assessed property owners
- Airlines, Bus, Motor Freight, Communications, Gas Pipelines, Railroads, Power/EMC

EFFECTS OF EQUALIZATION

Tax Year	Public Service Company Value	Equalization Rate	Equalized Value	Revenue Reduction
2017	\$420,815,484	-	-	-
2018	\$431,114,091	-	-	-
2019	\$448,083,182	83%	\$372,906,940	(\$549,463)
2020	\$479,014,317	83%	\$379,623,259	(\$594,887)

ANTICIPATED COUNTYWIDE IMPACT

- Virtually all properties will see an increase in property value
- Current valuation year is 2015
- The 2015 reappraisal was a contraction in the tax base
- Residential & Commercial properties average increase of 23 – 27%
- Rural Land average increase (market value) 25 – 30%

PRESENT USE VALUE – SCHEDULE OF VALUES

- Qualifying properties are valued according to the North Carolina Use Value Advisory Board Guidelines for the effective appraisal year
- Present Use Value rates are changing for 2021
- Minimum Qualifications for PUV:
 - Agriculture (10 acre min.)

- Horticulture (5 acre min.)
- Forestry (20 acre min.)
- Ownership and Use requirements must be met
- 1/8th of all properties required to be reviewed every year
- 191,057 acres, 46% of all acres in Union County, are in the PUV program

PRESENT USE VALUE RATE SCHEDULE
Region 136 – Piedmont MLRA

Category	2015 Rate Per Acre	2021 Rate Per Acre	% Change
Agricultural (Class 3)	\$385	\$420	9%
Forestland (Class 2)	\$225	\$255	13%
Horticulture	\$810	\$890	10%

Example: Property owner has 50 acres in use value agricultural program. The taxable value would increase from \$19,250 to \$21,000. At the 2020 tax rate the tax difference would be \$12.79. A resulting tax deferral of 90% compared to current market value.

APPEALS PROCESS

There are 5 Stages to the Appeals Process:

1. Informal Review
2. Board of Equalization and Review
3. Property Tax Commission
4. North Carolina Court of Appeals (matter of law)
5. North Carolina Supreme Court (matter of law)

TAX RELIEF PROGRAMS

- Elderly or Disabled Requirements (exclusion of \$25,000 or 50% taxable value, up to 1 acre)
 - Deed in applicant’s name or title to residence as of January 1st
 - Must be N.C. resident
 - At least 65 years of age or totally and permanently disabled
 - 2020 Income must not exceed \$31,500
 - Has income for the preceding calendar year of NOT MORE than the income eligibility limit
- Disabled Veterans
 - Qualified owners receive exclusion of \$45,000
- Circuit Breaker Program (tax deferral)
 - 2020 Income cannot exceed \$47,500
 - Maximum tax liability is 4% or 5% of qualifying income; balance deferred
- Present Use Value (PUV)
- Tax Exemption Programs
 - Charitable, Religious, Education, Governmental
- Ownership and Use requirements must be met for all PUV and Exemption programs

COMMUNICATION PLAN

- Dedicated 2021 reappraisal webpage
- Local media outlets
- Social Media
- Town Hall Meetings
- Community, Civic, and Faith based group meetings

TAX BASE SNAPSHOT 2020 VALUATION

Property Class	2020 Values
Real Property Value	\$25,611,219,890
Personal Property Value	\$1,799,930,452
Exempt/Senior Citizens/Disabled	(\$1,966,501,027)
Deferred Property Value	(\$1,029,833,443)
Public Service Companies (State Assessed)	\$397,623,597
Registered Motor Vehicles (estimate)	\$3,016,750,635
Total Estimated Tax Base	\$27,829,190,104
Annual Growth Rate	3.14%

Tax Base Snapshot

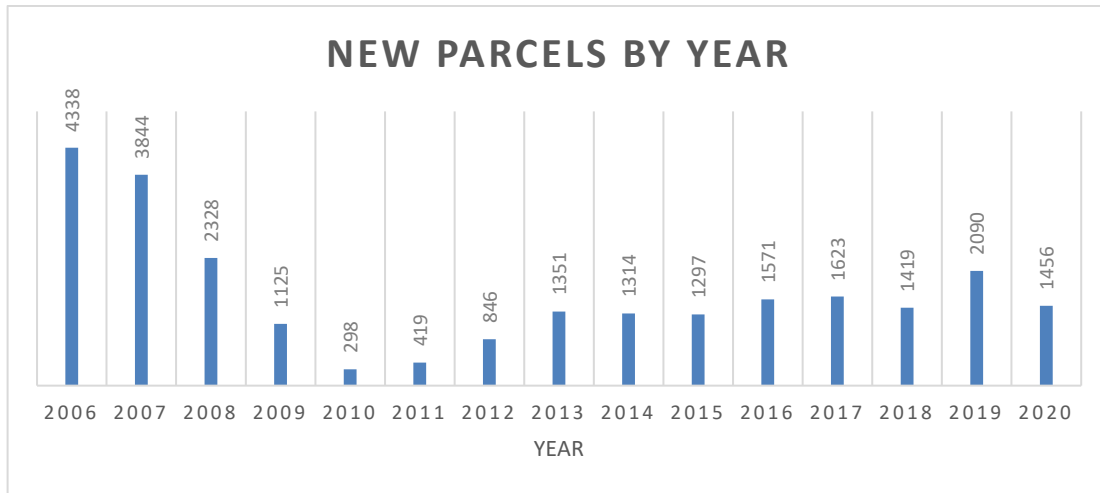
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Commercial/Industrial	10%
Motor Vehicles	10%
Personal Property	6%
Public Service Company	1%
Residential	73%

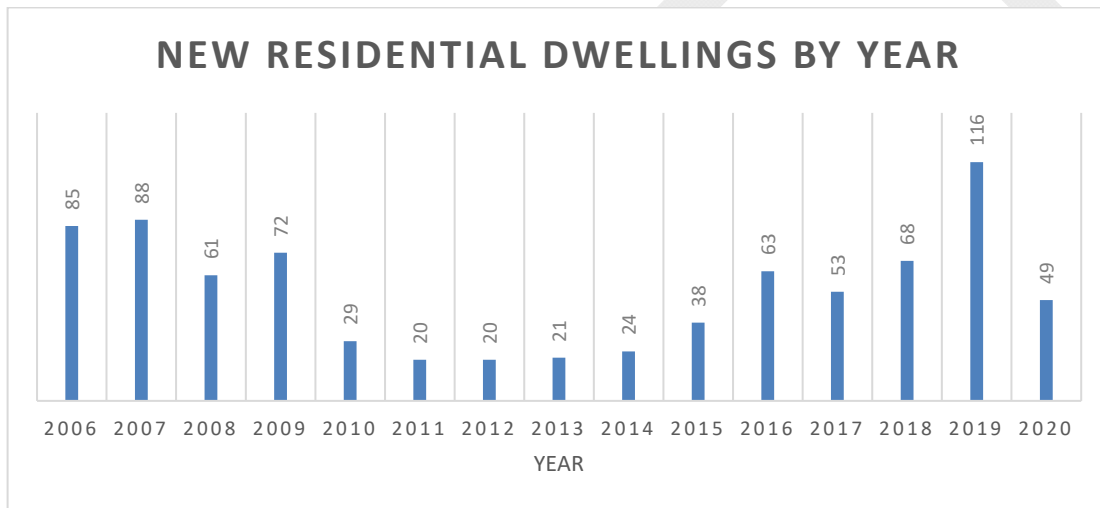
UNION COUNTY HISTORY

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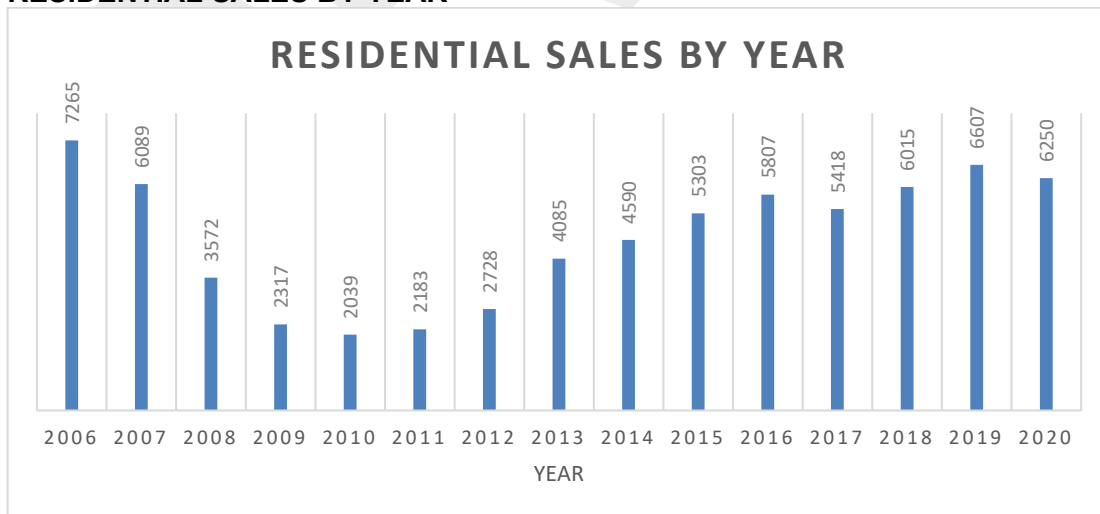
NEW PARCELS BY YEAR



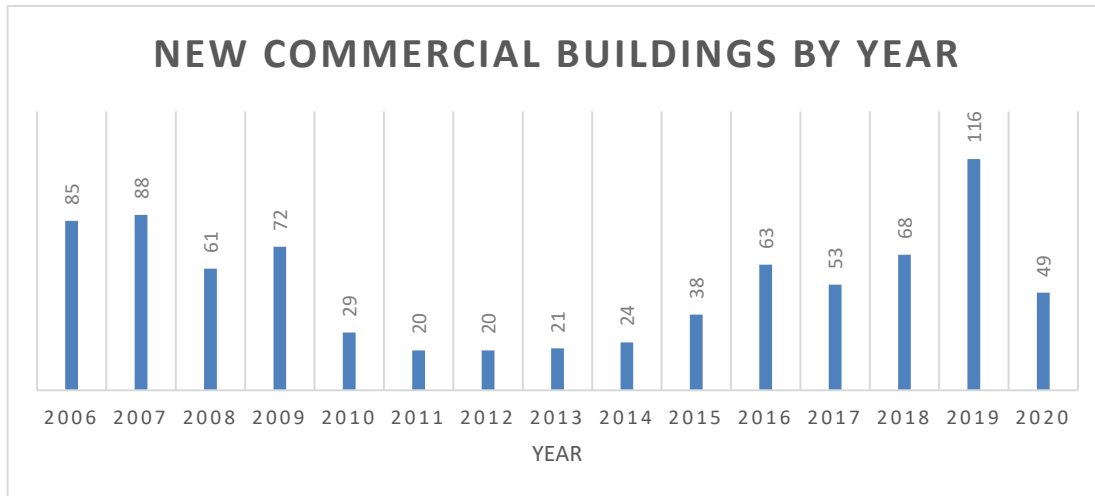
NEW RESIDENTIAL DWELLINGS BY YEAR



RESIDENTIAL SALES BY YEAR



NEW COMMERCIAL BUILDINGS BY YEAR



CONCLUSION

- Transparency, Equity, and Fairness
- Customer Focused Process
- Public Information Campaign
- Utilization of Technology

QUESTIONS or DISCUSSION

Mayor Becker thanked Mr. Harrell for the comprehensive coverage and stated he appreciated how thorough the presentation was.

Councilwoman Neill also thanked Mr. Harrell for the thorough and comprehensive presentation.

Councilwoman Neill commented she liked the fact the town could link our town webpage to the county website; it will help our residents see what is happening and offer them information. For Councilwoman Neill it is a good news, bad news sort of thing; it is great our property values have increased, but “we are going to have to open up our pocketbooks a little bit”.

Mr. Harrell noted there was one message the county wants to make sure people understand and that is just because your value is going up does not necessarily you are going to pay more taxes. That is up to each jurisdiction and the county is out of that discussion. The revenue neutral tax rate is required to be published by statute, with that you may pay more, or you may pay less. If a jurisdiction is going completely revenue neutral, that means they are setting a tax rate that is going to generate the exact same amount of revenue they had the previous year. Mr. Harrell explained you may pay more as an individual owner, or you may pay a little bit less, but the jurisdiction, as a whole, is going to have the same pot of money to pull from.

Mr. Harrell noted looking at the Mineral Springs community (town limits) as a whole, the sales ratio within Mineral Springs is roughly 68% right now, which is a little bit lower than what the county is as a whole, which has been seen with every municipality, because the county is bigger than any municipality, so there is more data involved with that and a larger area and a larger amount of sales.

Councilwoman Krafft asked if there was going to be tax relief packages for the seniors and if there was any publicity going out on that.

Mr. Harrell responded the county is highlighting that in every presentation they are doing and Ms. Merry will be the spokesperson for the county on that, because it does fall under her division. A video will be shot with Ms. Merry specifically addressing that process. Individuals have to meet age

and income requirements, so it depends on the situation for each individual property owner. The county is putting that word out there as much as they can and they are looking at doing some outreach around that as well, but those plans have not been finalized yet.

Mayor Becker mentioned Council on Aging would be a good resource to focus that senior specific program with.

Councilwoman Krafft commented she thought some of our elderly do not move, they have been in their houses forever and an increase of their taxes on the limited income they have is scary.

Mr. Harrell stated the county commissioners were cognitive of that as well, so the county is working to get that message out.

Councilwoman Krafft noted the county is growing and it is wonderful in so many ways, but she thought we were starting to push out our home base people, because they just cannot afford it. Councilwoman Krafft sees this in various places, where they just cannot afford to stay.

Mayor Becker mentioned that Mr. Harrell stated Mineral Springs was at 68% of the sales ratios and asked if that meant Mineral Springs was actually that much lower right now and that our reappraisals were going to be a larger percentage increase than the average.

Mr. Harrell responded it was possible, there are a number of ways to look at that, it will bear by neighborhood first and within Mineral Springs.

Mr. Harrell asked Mr. Every if he knew how many neighborhoods were in Mineral Springs.

Mr. Every responded they divide it up by like properties, so there are literally going to be dozens. The rural areas will be one or two, and then the town; the older versus the newer, the more modest versus the larger will be separate neighborhoods. The tax assessors really try to compare apples to apples, but they are not comparing Mineral Springs to another town or even just similar properties in Mineral Springs to each other. They are trying to keep very similar properties together when they look for sales to get the basis of an assessment.

Mr. Harrell explained if you look at it from a purely statistical standpoint, the Mineral Springs ratio is lower than the countywide ratio, but the increase could still be similar.

Mayor Becker noted over the revalue cycles, just because of our location, in the past Mineral Springs has been very close to the average value increase at each reappraisal. There have been lower and higher, but the average increase is very close to the county average, which means that with the reduction or increase in the county tax rate, because that is the big one for us, the actual tax bill/levy has been fairly steady in Mineral Springs with some exceptions, but we do not have big changes in the tax bill, because we are trying to strive for a closer to neutral tax rate and our tax rate is so low that even a doubling in a property value doesn't increase our municipal tax bill that much. The county tax bill is always the big one for us.

Mr. Harrell responded he expected to see that similar result and he did not think when you are talking 68 to 70% comparison there is a big difference from that standpoint. Mr. Harrell estimated it to be in line with the average overall increase, it would vary across the county. Mr. Harrell explained he had used his own property as an example in other presentations. They are seeing the countywide tax base is 27% under assessed, so people extrapolate that, so that means the county is going to have a 27% increase in value. Mr. Harrell explained his home, as they looked at it just from the neighborhood he is in, will be going up about 49%, because of where he is located; it is probably smaller than the average home size in Union County at the point, but it is about location, neighborhood, price point where everything is selling at; a lot of variables to go in there.

5. Consideration of the Swimming Pool Nuisance Ordinance – Action Item

Mayor Becker explained the Public Hearing [from last month] was left open for an additional 24 hours and he asked Ms. Brooks if there were any additional comments that came in from the public.

Ms. Brooks responded she did not receive any comments.

Mayor Becker noted there was no change in the language of the ordinance and the council now has the opportunity to adopt it as written.

Councilwoman Coffey motioned to adopt the Swimming Pool Nuisance Ordinance as it is written and Councilwoman Neill seconded. The motion passed unanimously.

Ms. Brooks confirmed with Mayor Becker the Ordinance was numbered 2020-01.

The Ordinance is as follows:

STATE OF NORTH CAROLINA
TOWN OF MINERAL SPRINGS

AN ORDINANCE ENACTING THE REGULATION OF SWIMMING POOL NUISANCE CONDITIONS, PRIVATE PROPERTY IN THE TOWN OF MINERAL SPRINGS
O-2020-01

WHEREAS, Article 8 of Chapter 160A of the North Carolina General Statutes, N.C.G.S. 160A-174, et seq., delegates to municipalities the authority to exercise the general police power; and

WHEREAS, Article 8 of Chapter 160A of the North Carolina General Statutes, N.C.G.S. 160A-193, authorizes municipalities to summarily remedy, abate or remove public health nuisances; and

WHEREAS, the Town Council of the Town of Mineral Springs finds that it is in the public interest to enact an Ordinance to establish requirements for regulating Public Nuisance Conditions, as it relates to swimming pools; and

WHEREAS, the Town Council of the Town of Mineral Springs, after due notice, conducted a public hearing on the 12th day of November, 2020, upon the question of enacting this ordinance in this respect.

THEREFORE, BE IT ORDINAED BY THE TOWN COUNCIL OF THE TOWN OF MINERAL SPRINGS, NORTH CAROLINA:

PART ONE. That an Ordinance entitled "Swimming Pool Nuisance Conditions, Private Property", of the Town of Mineral Springs, North Carolina, is hereby written and enacted to read as follows:

"SWIMMING POOL NUISANCE CONDITIONS, PRIVATE PROPERTY

Section (A) Administration.

For the purpose of this Ordinance, the term "nuisance" shall mean or refer to any condition or any use of a "swimming pool" or any act or omission affecting the condition or use of such swimming pool which threatens or is likely to threaten the safety of the public; adversely affects the general health, happiness, security or welfare of others; or, is detrimental to the rights of others to the full use of their own property and their own comfort, happiness and emotional stability because of decreased property values and the unsightliness and decreased livability of neighborhoods.

The term "swimming pool," as herein used, shall mean any swimming pool, hot tub, spa, tank, ornamental pool or similar artificial basins containing or normally capable of containing water to a depth of eighteen (18) inches or more at any point, whether installed or erected, in-ground, above-ground, on-ground or on a deck or similar structure.

Section (B) Declaration of Nuisance Conditions.

The following conditions, or any combination thereof, are hereby found, deemed, and declared to constitute a detriment, danger and hazard to the health, safety, morals, and general welfare of the inhabitants of the Town. They are hereby found, deemed, and declared to be public nuisances wherever the conditions may exist within the corporate limits as now or hereafter established.

The creation, maintenance, or failure to abate any nuisances is hereby declared unlawful. No swimming pool shall be allowed, kept, abandoned, neglected, inoperable, or h a z a r d o u s within the town. No swimming pool shall remain in a condition as to create a public health or safety hazard or a nuisance to the public. The owner and/or the occupant of the premises must:

1. Maintain water clarity so that all parts of the bottom of such swimming pool can be seen.
2. Prevent the accumulation of stagnant water at any depth.
3. Prevent the accumulation of animal or vegetable matter, garbage, food waste, animal waste or carcasses, rubbish, trash, foreign matter, or other similar materials that cause or may cause offensive odors or vapors.
4. Prevent harborage or breeding places for mosquitoes, harmful insects, rats, mice, snakes, or other vermin of any kind which is or may be dangerous or prejudicial to the public health.
5. Maintain the swimming pool in compliance with applicable Town of Mineral Springs ordinances, Union County and North Carolina standards as related to such swimming pools.

Section (C) Complaint; Investigation of Public Nuisance.

1. When any condition in violation of this ordinance is found to exist, the enforcement official or such persons as may be designated by the Town Council shall give notice to the owner of the premises to abate or remove such conditions. Such notice shall be in writing, shall include a description of the premises sufficient for identification and shall set forth the violation and state that, if the violation is not corrected prior to a specified date, (no sooner than 10 calendar days after the notice is mailed and/or affixed to the property), the Town may proceed to correct the same as authorized by this ordinance. Service of such notice shall be by any one of the following methods.

(a) By delivery to any owner personally or by leaving the notice at the usual place of abode of the owner with a person who is over the age of sixteen (16) years and a member of the family of the owner.

(b) By depositing the notice in the United States Post Office addressed to the owner at his last known address with regular mail postage prepaid thereon.

(c) By posting and keeping posted, for ten (10) days, a copy of the notice, in placard form, in a conspicuous place on the premises on which the violation exists, when notice cannot be served by method (a) and (b).

2. Where the enforcement official of the Town determines that the period of time stated in the original warning citation is not sufficient for abatement based upon the work required or consent agreement, the enforcement official may amend the warning citation to provide for additional time.

Section (D) Appeal from a Warning/Notice of Violation.

An appeal from a warning citation shall be taken within ten (10) days from the date of issue of said warning citation by filing with the Town Clerk and with the Board of Adjustment, a notice of appeal which shall specify the grounds upon which the appeal is based. The Board of Adjustment in considering appeals of warning citations shall have power only in the manner of administrative review and interpretation where it is alleged that the enforcement official has made an error in the application of this ordinance, in the factual situation as it relates to the application of an ordinance or both.

Section (E) Abatement Procedure.

If the owner of any property fails to comply with a notice given pursuant to this ordinance, prior to the deadline stated in such notice, he shall be subject to prosecution for violation of this ordinance in accordance with law and each day that such failure continues shall be a separate offense. In addition, the Town may have the condition described in the notice abated, removed or otherwise corrected and all expenses incurred thereby shall be chargeable to and paid by the owner of the property and shall be collected as taxes and levies are collected. All such expenses shall constitute a lien against the property on which the work was done.

Section (F) General Penalties.

1. An act constituting a violation of the provisions of this ordinance or a failure to comply with any of its requirements shall subject the offender to a civil penalty of \$100.00, which includes administrative fees. Each day any single violation continues shall be a separate violation. A violation of this ordinance shall not constitute a misdemeanor pursuant to N.C.G.S. 14-4. If the offender fails to correct this violation by the prescribed deadline after being notified of said violation, the penalty may be recovered in a civil action in the nature of a debt.

2. In addition to the civil penalties set out above, any provision of this ordinance may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. In such case, the General Court of Justice shall have jurisdiction to issue such orders as may be appropriate, and it shall not be a defense to the application of the Town for equitable relief that there is an adequate remedy at law.

3. In addition to the civil penalties set out above, the provisions of this ordinance may be enforced by injunction and order of abatement by the General Court of Justice. When a violation of these provisions occur, the Town may apply to the appropriate division of the General Court of Justice for a mandatory or prohibitory injunction and/or order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65, in particular.

4. Upon determination of a violation of any section of this ordinance, the enforcement official of the Town of Mineral Springs shall cause a warning citation to be issued to the violator. Such warning citation shall be issued either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the County. Such warning citation shall set out the nature of the violation, the section violated, the date of the violation, and shall contain an order to immediately cease the violation. If the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, a reasonable period of time must be stated in which the violation must be abated. The warning citation shall specify that a second citation may incur a civil penalty, together with costs, and attorney fees.

5. Upon failure of the violator to obey the warning citation, a civil citation may be issued by the enforcement official, either served directly on the violator, his duly designated agent, or registered agent if a corporation, either in person or posted in the United States mail service by first class mail addressed to the last known address of the violator as contained in the records of the County or obtained from the violator at the time of issuance of the warning citation. The violator shall be deemed to have been served upon the mailing of said citation. The citation shall direct the violator to appear in person at the Town Hall to pay the citation within (15) fifteen days of the date of the citation, or alternatively to pay the citation by mail. The violation for which the citation is issued must have been corrected by the time the citation is paid, otherwise further citations may be issued. Citations may be issued for each day the offense continues until the prohibited activity is ceased or abated.

6. If the violator fails to respond to a citation within fifteen days of its issuance, and pay the penalty prescribed therein, the Town of Mineral Springs may institute a civil action in the nature of debt in the appropriate division of the North Carolina General Court of Justice for the collection of the penalty, costs, attorney fees, and such other relief as permitted by law.

Section (G) Procedure is Alternative.

The procedure set forth in this ordinance shall be in addition to any other remedies that may now or hereafter exist under law for the abatement of public nuisances."

PART TWO. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

PART THREE. If any section, subsection, paragraph, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

PART FOUR. The enactment of this ordinance shall in no way affect the running of any amortization provisions or enforcement actions, or otherwise cure any existing violations.

PART FIVE. This ordinance shall be in full force and effect from and after the date of its adoption.

ADOPTED this 10th day of December, 2020.

Frederick Becker III, Mayor

ATTEST:

Approved as to form:

Vicky Brooks, Town Clerk

Bobby H. Griffin, Town Attorney

6. Consideration of Approving an Agreement with N-Focus – Action Item

Mayor Becker noted the Swimming Pool Nuisance Ordinance was on a complaint basis. The fee [for enforcement] will be an hourly charge.

Councilwoman Neill motioned to approve the N-Focus agreement and Councilwoman Coffey seconded. The motion passed unanimously.

7. Proposed Landscaping at the Copper Run Subdivision – Action Item

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: December 1, 2020
Subject: License of Property to the Copper Run homeowners' Association for Shrub Planting

In September 2019, Clint Bailey of the Copper Run Homeowners' Association inquired about planting some ornamental shrubs at its expense in two locations along Crofton Road where the soil is dry, the bank is steep, and grass doesn't grow successfully. The planting strips fall within property owned by the town and subject to a conservation easement held by the State of North Carolina and monitored by the Catawba lands Conservancy. At that time, I asked Sharon Wilson, Stewardship Director of the CLC, whether that would be permissible. She replied by email that it appeared that it would. However, there was some uncertainty just where the planting strips were located and whether or not they were really within the conservation easement.

After the HOA further "fine-tuned" its plans, I heard again last month from Mr. Bailey. He provided exact locations of the proposed planting strips and the type of shrubs that would be planted. He also informed me that the HOA's attorney recommended that the HOA enter into a formal lease agreement with the town so that there would be no future misunderstandings about the planting strips.

Because the planting strips indeed fall within the town's property, they also are without question governed by the terms of the conservation easement. The two areas, one being 300 feet long and one being 120 feet long and both being 22 feet wide, are the result of the bank having been cut down more for the road construction due to the steepness of the slope in those two areas. As such, there is no native

vegetation present in any of the planting strips, just bare soil between the grassy right-of-way and the natural forest. This disturbance took place prior to the establishment of the conservation easement in 2009.

After consultation with Attorney Griffin, we decided to execute a *license* rather than a lease. I also attached a list of invasive and potentially invasive plants that was compiled by the NC Native Plant Society and made prohibition of any of those plants a condition of the license. None of the plants and shrubs proposed by the HOA's landscaper is on that "prohibited" list. Andy Kane of the CLC visited the site yesterday, and since he is concerned that the State may be even stricter on acceptable plant species than is reflected in the Prohibited Plant List, I added an additional provision to the license that ALL plantings must be approved by the State under the terms of the Conservation Easement. The HOA's attorney approved the wording of the license and I believe that the HOA has already approved the license. We are awaiting word from the State on permissible plants.

If Council approves this license, the Copper Run HOA can complete its roadside beautification project as long as all plant material meets State and CLC requirements.

Mayor Becker explained he, Attorney Griffin, the Catawba Lands Conservancy (CLC), and the [Copper Run] Homeowners Association (HOA) had worked hard on this, but it was not ready to be adopted yet. Mayor Becker further explained since the agenda item went out to the council, he had been on site with the CLC representative, two HOA representatives, and the CLC has spoken to the State (North Carolina Land and Water Fund – formerly the Clean Water Management Trust Fund) people. The State people want to rework the language and they have some specific things they want the town to do and they do not want it to be so open-ended where the license allows any and all use provided it meets their requirements. It will need to be more direct, so the agreement is going to be rewritten and brought back to the council at a future meeting.

Mayor Becker noted he would still be working with Attorney Griffin and this is a work in progress, because the State has specific requirements about the type of plants, the type of even planting, and how they are done.

Attorney Griffin commented they [the state] are protective.

Mayor Becker responded that was okay; that is why they handed the town a check for \$300,000 for that property, they have a big financial interest in it and an important mission that supports our conservation mission, and they want to make sure it is done right.

The location of the property is at the back of Copper Run (off Crofton Drive) on the side facing the woods. There are two areas on the map [in the agenda packet] where the slope is cut deeper into the woods and it is bare, which is where they want to plant.

8. Consideration of a Resolution (R-2020-10) Proposed by the Western Union Municipal Alliance (WUMA) – Action Item

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: December 1, 2020
Subject: WUMA Joint Resolution on Municipal Zoning Jurisdiction

The Western Union Municipal Alliance ("WUMA") has drafted a joint resolution to be presented to the Union County Board of County Commissioners ("BOCC"), requesting that greater municipal oversight over zoning in unincorporated areas that are totally surrounded by municipalities ("donut holes") as well as in unincorporated areas that adjoin or lie extremely close to municipal boundaries be considered as part of the Union County 2050 Comprehensive Plan.

Several WUMA member municipalities have already adopted this joint resolution, and if all five member municipalities agree to do so WUMA will present the adopted joint resolutions to the BOCC as part of the discussion of the Union County 2050 Comprehensive Plan.

Mayor Becker explained this resolution ties into the Union County Comprehensive Plan (Union County 2050) asking the Board of Commissioners to give a look at more municipal input into these donut-hole and adjacent zonings. The municipalities are trying to all adopt the same resolution, but that does not mean the commissioners are going to do what the municipalities want, but the municipalities want to get that input into the County Commissioners as they start looking at the 2050 plan for adoption.

Councilwoman Neill motioned to adopt the resolution (R-2020-10) proposed by the Western Union Municipal Alliance and Councilwoman Krafft seconded. The motion passed unanimously.

The resolution is as follows:

RESOLUTION SUPPORTING THE INCORPORATION OF EXTRA TERRITORIAL MUNICIPAL ZONING JURISDICTION INTO THE UNION 2050 PLAN
(Mineral Springs Resolution R-2020-10)

WHEREAS, the Towns of Weddington, Mineral Springs, and Stallings and the villages of Wesley Chapel and Marvin (the "Municipalities") have entered into the Western Union Municipal Alliance with the objective of studying, investigating and advocating regional issues that affect these municipalities located in Western Union County, including land use planning;

WHEREAS, Union County is in the process of creating the Union 2050 Comprehensive Plan that addresses land uses throughout Union County, including uses within and around the Municipalities;

WHEREAS, the Municipalities agree that their citizens' best interest are served by participating in regional land-use planning because transportation, infrastructure, and citizen's general welfare are impacted by land use decisions of neighboring municipalities and Union County;

WHEREAS, the Municipalities have studied and investigated methods by which they can exercise zoning jurisdiction over unincorporated land that falls within their borders ("donut holes") and have further investigated methods by which they can cooperatively designate spheres of influence for purposes of regulating voluntary annexation of unincorporated properties that lie between town jurisdictions;

WHEREAS, the Municipalities believe that these cooperative, regional, land-use agreements will result in better development outcomes for the both current citizens of Union County and future citizens including by:

1. Reducing confusion regarding jurisdictional regulation for property owners;
2. Providing a reliable benchmark for Municipalities, the County, and other agencies for planning future infrastructure, land use and public safety needs;
3. Providing reliable guidance for land use planning by and amongst contiguous jurisdictions;
4. Encouraging communication and cooperation between the Municipalities and the County thereby better serving all citizens.

NOW, THEREFORE, the governing bodies of the Towns of Weddington, Mineral Springs and Stallings, and the Villages of Wesley Chapel and Marvin resolve and request:

1. That Union County grant permission to the Municipalities to exercise municipal zoning authority over unincorporated parcels of property that fall within municipal boundaries ("donut holes"); and
2. That Union County recognize spheres of influence as negotiated and agreed to by and amongst the Municipalities as part of the Union 2050 Comprehensive Plan.

THIS the 10th day of December, 2020.

Frederick Becker III, Mayor

ATTEST:

Vicky Brooks, CMC, NCCMC

9. Consideration of Upgrading the Town Hall Fire/Security Alarm System – Action Item

MEMO

To: Town Council
From: Vicky Brooks
Date: December 2, 2020

Re: Agenda Item # 9 – Consideration of Upgrading the Town Hall Fire/Alarm System

Commercial Security Consultant Ms. Kristin Chelucci from Sonitrol contacted me recently about the town considering an upgrade to our security system. As you will see on the attached documentation, our current equipment is outdated, and parts may or may not be available for repairs should the need arise. Sonitrol is offering substantial savings on the installation of a new system through a promotional offer, which will expire when the set aside funds for the offer are depleted. Instead of waiting until when (or if) our system fails and having to pay the full upgrade cost, this may be the perfect opportunity to upgrade the system.

I spoke with Mayor Becker about this offer and he contacted Mr. Price at Sonitrol to inquire about the upgrade. After that conversation, Mayor Becker suggested that I contact Ms. Chelucci to get a quote on the upgrade for the town council to consider.

While the monthly maintenance fee will go up from \$131.00 to \$180.00, the town will see a cost savings via Windstream, because the new system will not need the two dedicated landline phone lines we are currently paying for that are required by the fire alarm system.

Mayor Becker noted the memo Ms. Brooks did and the Sonitrol proposal was self-explanatory. Mayor Becker explained since the town is dealing with a corporate entity who is doing marketing and the salesperson did call Ms. Brooks out of the blue, he did want to talk to Mr. Price. The council knows Mr. Price's business practices to be ethical. Mr. Price explained to Mayor Becker what Sonitrol was doing and they are offering some of these early upgrades at discounted pricing.

Mayor Becker pointed out the alarm system at town hall is functioning, but it is an 11-year-old piece of computer hardware and about 20-year-old technology; it is not going to last forever. This may be the time to do the upgrade for the \$2,400+. Mayor Becker noted the thing that "rubbed" him a little bit was the monthly monitoring is going up \$49 (from \$131 to \$180); however, the new system with the IP addresses and internet connection will allow the town to get rid of two Windstream phone lines, which will probably save the town a net of approximately \$400 annually.

Councilwoman Coffey motioned to approve the Town Hall Fire/Security upgrade, it is a bargain and she thought it was a good move and Councilwoman Neill seconded. The motion passed unanimously.

10. 2021 Town Hall Holiday Schedule – Action Item

Attorney Griffin asked if the council thought about considering Juneteenth as a holiday as many of the other municipalities are throughout the state.

Ms. Brooks mentioned that Juneteenth is Emancipation Day, and it is on June 19th.

Attorney Griffin noted there were a lot of small towns in the state that are doing it (Monroe did it this week unanimously); it is very significant in the history of the emancipation and one of the oldest celebrated days in the country.

Mayor Becker asked the council if there was a motion to adopt the holiday schedule with the addition of Juneteenth on June 19, 2021.

Councilwoman Neill motioned to accept the holiday schedule for 2021 with the addition of Juneteenth on June 19, 2021 and Councilwoman Coffey seconded. The motion passed unanimously.

11. Staff Updates

Mayor Becker noted the council had heard him talk frequently about the Carolina Thread Trail and Catawba Lands Conservancy workdays that are done at the greenway and adjoining property and they have heard him mention the name Lynn Rivera. Ms. Rivera is the trail master, and she lives in the old Fletcher Broome homeplace on Fletcher Broome Road; she has "sort of" adopted our trail. Ms. Rivera has been doing weekly workdays every Tuesday and Mayor Becker participates in most of them. There has been an amazing amount of invasive [plant] removal.

During the virtual Trail Forum week, an award called "Volunteer of the Year" was won by Ms. Rivera, predominately for her hundreds of personal hours of work as a volunteer on the Mineral Springs Trail and the additional hundreds of hours of recruitment that she has done. Mayor Becker stated he wanted to put that name out there, because it lets you know the kind of support the town is still getting through the Carolina Thread Trail and Catawba Lands Conservancy. The town has supported the Catawba Lands Conservancy financially for years and this is just another piece of evidence of how important and how successful that collaborative partnership is.

Councilwoman Krafft clarified the workday was every Tuesday.

Mayor Becker confirmed Ms. Rivera works out there from 9:30 a.m. to 12:00 p.m. [on Tuesdays] and her focus is on invasive plant removal, because the trail is in good condition and heavily used in an era of COVID; there is always somebody hiking that trail.

Mayor Becker explained Ms. Rivera likes people to go to the Carolina Thread Trail website and sign-up on their volunteer page, so more volunteer hours are credited to us as to what the overall volunteer hours are for the whole organization.

12. Other Business

There was no other business.

13. Adjournment – Action Item

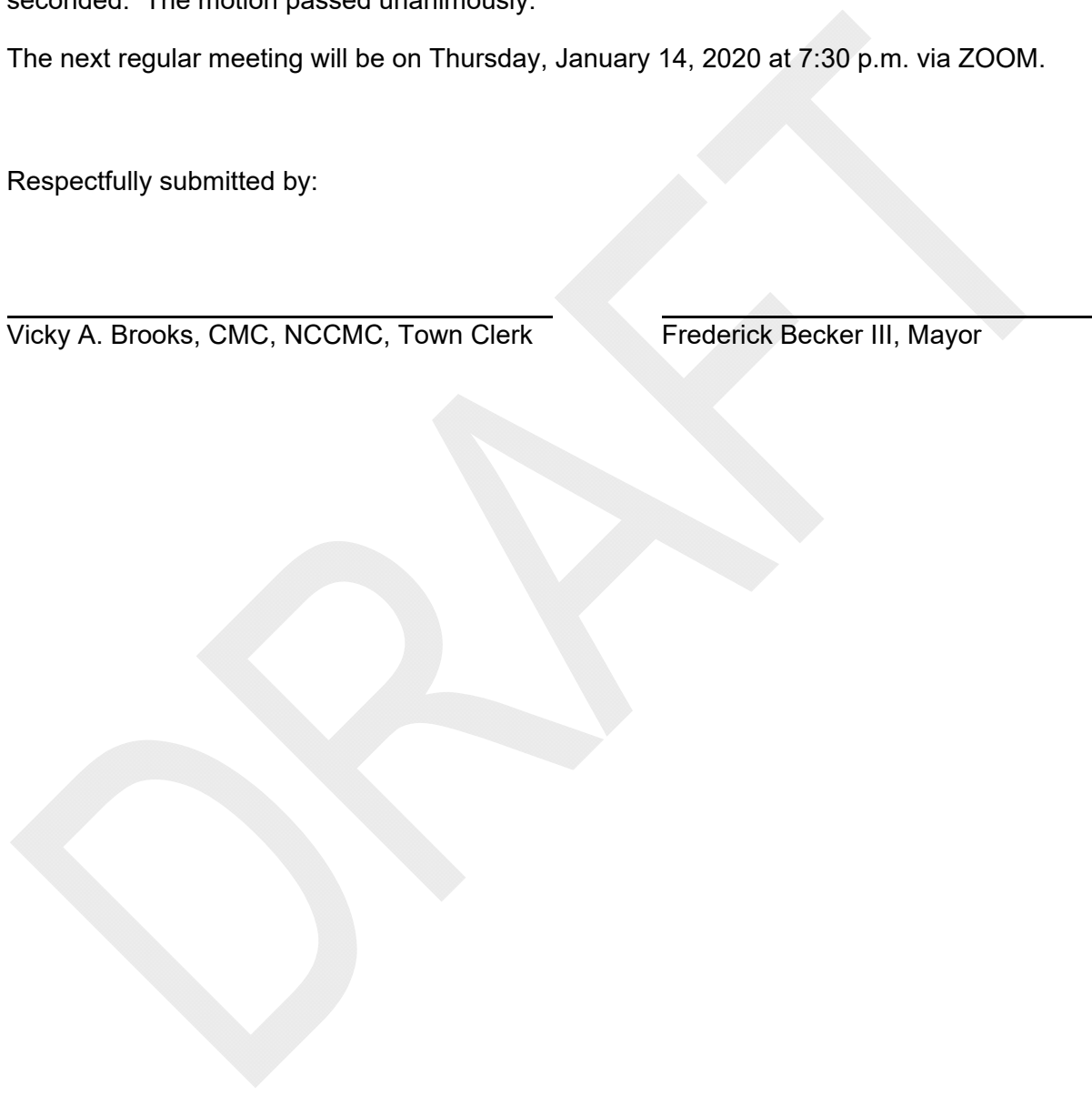
At 8:39 p.m. Councilwoman Krafft motioned to adjourn the meeting and Councilwoman Coffey seconded. The motion passed unanimously.

The next regular meeting will be on Thursday, January 14, 2020 at 7:30 p.m. via ZOOM.

Respectfully submitted by:

Vicky A. Brooks, CMC, NCCMC, Town Clerk

Frederick Becker III, Mayor



NOVEMBER 2020
TOWN OF MINERAL SPRINGS
PERCENTAGE REPORT

NOVEMBER 30, 2020 REGULAR TAX	2020	2019	2018	2017	2016	2015
BEGINNING CHARGE	69,173.89	67,883.58	67,300.74	65,402.91	61,553.74	62,152.50
TAX CHARGE						
PUBLIC UTILITIES CHARGES	1,399.25					
DISCOVERIES						
NON-DISCOVERIES						
RELEASES						
TOTAL CHARGE	70,573.14	67,883.58	67,300.74	65,402.91	61,553.74	62,152.50
BEGINNING COLLECTIONS	12,912.32	67,528.90	67,200.47	65,314.50	61,471.35	62,120.45
COLLECTIONS - TAX	31,196.45	1.48	2.75	0.25		
COLLECTIONS - INTEREST		0.41	0.38			
TOTAL COLLECTIONS	44,108.77	67,530.38	67,203.22	65,314.75	61,471.35	62,120.45
BALANCE OUTSTANDING	26,464.37	353.20	97.52	88.16	82.39	32.05
PERCENTAGE OF REGULAR	0.63	0.99	1.00	1.00	1.00	1.00
COLLECTION FEE 1.5 %	467.95	0.03	0.05	0.00	-	-

Mineral Springs Prior Years Property Tax Report November 2020

November 30, 2020	2011	2010			
BEGINNING CHARGE	\$64,878.42	\$64,737.60			
PUBLIC UTILITIES	\$1,319.20	\$1,251.60			
MINIMAL RELEASES	(\$145.21)	(\$152.88)			
DISCOVERIES	\$61.82	\$321.61			
ABATEMENTS (RELEASES)	(\$301.25)	(\$473.88)			
TOTAL CHARGE	\$65,812.98	\$65,684.05			
PREVIOUS COLLECTIONS	\$65,767.98	\$65,644.86			
PREVIOUS BALANCE DUE	\$19.54				\$19.54
COLLECTIONS - TAX					\$0.00
COLLECTIONS - INTEREST/FEES					\$0.00
GROSS MONTHLY COLLECTIONS					
MISC. ADJUSTMENTS					
TOTAL TAX COLLECTED TO DATE	\$65,767.98	\$65,644.86			
BALANCE OUTSTANDING	\$17.32				\$17.32
PERCENTAGE COLLECTED	99.93%	99.94%			

Mineral Springs Unpaid Property Taxes - Real and Personal as of November 30, 2020

Name	Tax Map Number	2011	Total
CAROLINA STREET SUPPLY, SHEPPARD JONATHAN	848391	\$6.88	
COOMBER CUSTOM MASONRY LLC	1812652	\$10.44	
Total		\$17.32	\$17.32

Town of Mineral Springs

FINANCE REPORT November 2020

Prepared for:

The Mineral Springs Town Council

By:

Frederick Becker III
Finance Officer

January 14, 2021

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Cash Flow Report FY2020 YTD

7/1/2020 through 11/30/2020

12/18/2020

Page 1

Category	7/1/2020- 11/30/2020
INCOME	
Interest Income	1,738.18
Other Inc	
Festival 2020	
Vendor	-75.00
TOTAL Festival 2020	-75.00
Zoning	1,265.00
TOTAL Other Inc	1,190.00
Prop Tax 2020	
Receipts 2020	
Tax	12,912.32
TOTAL Receipts 2020	12,912.32
TOTAL Prop Tax 2020	12,912.32
Prop Tax Prior Years	
Prop Tax 2010	
Receipts 2010	
Int	2.30
Tax	2.22
TOTAL Receipts 2010	4.52
TOTAL Prop Tax 2010	4.52
Prop Tax 2011	
Receipts 2011	
Int	2.10
Tax	2.22
TOTAL Receipts 2011	4.32
TOTAL Prop Tax 2011	4.32
Prop Tax 2014	
Receipts 2014	
Int	0.23
Tax	5.54
TOTAL Receipts 2014	5.77
TOTAL Prop Tax 2014	5.77
Prop Tax 2017	
Receipts2017	
Int	0.24
Tax	3.29
TOTAL Receipts2017	3.53
TOTAL Prop Tax 2017	3.53
Prop Tax 2018	
Receipts	
Int	0.61
Tax	2.84
TOTAL Receipts	3.45
TOTAL Prop Tax 2018	3.45
Prop Tax 2019	
Receipts 2019	
Int	5.93
Tax	85.98
TOTAL Receipts 2019	91.91
TOTAL Prop Tax 2019	91.91

Cash Flow Report FY2020 YTD

7/1/2020 through 11/30/2020

12/18/2020

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Category	7/1/2020- 11/30/2020
TOTAL Prop Tax Prior Years	113.50
Sales Tax	
Sales & Use Dist	7,161.44
TOTAL Sales Tax	7,161.44
Veh Tax	
Int 2020	14.89
Tax 2020	3,059.83
TOTAL Veh Tax	3,074.72
TOTAL INCOME	26,190.16
 EXPENSES	
Attorney	1,200.00
Audit	3,311.00
Community	
Greenway	272.70
Maint	675.00
Parks & Rec	
Park	945.73
TOTAL Parks & Rec	945.73
Special Events	
Services	4,000.00
TOTAL Special Events	4,000.00
TOTAL Community	5,893.43
Emp	
Benefits	
Dental	492.00
Life	312.48
NCLGERS	6,640.95
Vision	84.00
TOTAL Benefits	7,529.43
Bond	550.00
FICA	
Med	774.52
Soc Sec	3,311.04
TOTAL FICA	4,085.56
Payroll	740.80
Work Comp	2,056.00
TOTAL Emp	14,961.79
Office	
Clerk	16,040.00
Council	4,500.00
Deputy Clerk	4,742.41
Dues	5,409.26
Equip	1,128.41
Finance Officer	14,815.00
Ins	3,267.67
Maint	
Materials	175.35
Service	3,229.40
TOTAL Maint	3,404.75
Mayor	2,000.00

Cash Flow Report FY2020 YTD

7/1/2020 through 11/30/2020

12/18/2020

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Category	7/1/2020- 11/30/2020
Post	510.20
Records	5,092.32
Supplies	717.78
Tel	3,595.14
Util	1,154.20
TOTAL Office	66,377.14
Planning	
Administration	
Contract	1,294.92
Salaries	13,865.00
TOTAL Administration	15,159.92
Misc	831.38
Ordinance Changes	280.00
TOTAL Planning	16,271.30
Street Lighting	376.38
Tax Coll	
Contract	284.73
Sal	125.00
TOTAL Tax Coll	409.73
Training	
Staff	75.00
TOTAL Training	75.00
TOTAL EXPENSES	108,875.77
TRANSFERS	
FROM Check Min Spgs	50,000.00
FROM MM Sav ParkSterling	100,000.00
TO MM Sav ParkSterling	-50,000.00
TO South State CD	-100,000.00
TOTAL TRANSFERS	0.00
OVERALL TOTAL	-82,685.61

Account Balances History Report - As of 11/30/2020

(Includes unrealized gains)

Account	6/29/2020 Balance	6/30/2020 Balance	7/31/2020 Balance	8/31/2020 Balance	9/30/2020 Balance	10/31/2020 Balance	11/30/2020 Balance
ASSETS							
Cash and Bank Accounts							
Check Min Spgs	84,738.71	84,441.45	51,105.04	35,026.47	31,724.67	20,959.01	8,805.82
MM Sav ParkSterling	619,614.94	619,750.75	619,882.34	620,013.96	570,140.68	570,257.83	570,330.48
NCCMT_Cash	2,357.24	2,357.40	2,357.54	2,357.63	2,357.67	2,357.69	2,357.71
South State CD	206,460.52	206,460.52	206,460.52	207,313.97	307,618.66	307,618.66	307,618.66
TOTAL Cash and Bank Accounts	913,171.41	913,010.12	879,805.44	864,712.03	911,841.68	901,193.19	889,112.67
Other Assets							
State Revenues Receivable	0.00	60,342.45	57,639.53	55,462.21	0.00	0.00	0.00
TOTAL Other Assets	0.00	60,342.45	57,639.53	55,462.21	0.00	0.00	0.00
TOTAL ASSETS	913,171.41	973,352.57	937,444.97	920,174.24	911,841.68	901,193.19	889,112.67
LIABILITIES							
Other Liabilities							
Accounts Payable	692.76	2,247.05	692.76	692.76	692.76	692.76	692.76
TOTAL Other Liabilities	692.76	2,247.05	692.76	692.76	692.76	692.76	692.76
TOTAL LIABILITIES	692.76	2,247.05	692.76	692.76	692.76	692.76	692.76
OVERALL TOTAL	912,478.65	971,105.52	936,752.21	919,481.48	911,148.92	900,500.43	888,419.91

Mineral Springs Monthly Revenue Summary 2020-21

TOWN OF MINERAL SPRINGS										
REVENUE SUMMARY 2020-21										
Source	Budget	Receivable	Rec'd YTD	% of Budget	July	August	September	October	November	
Property Tax - prior	\$ 600.00	\$ 486.50	\$ 113.50	18.9%	\$ 4.52	\$ 57.10	\$ 18.47	\$ 39.40	\$ (5.99)	
Property Tax - 2020	\$ 67,210.00	\$ 54,297.68	\$ 12,912.32	19.2%	\$ -	\$ 333.44	\$ 5,713.94	\$ 3,188.44	\$ 3,676.50	
Fund Balance Approp.	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	
Interest	\$ 5,825.00	\$ 4,086.82	\$ 1,738.18	29.8%	\$ 131.73	\$ 985.16	\$ 431.45	\$ 117.17	\$ 72.67	
Sales Tax - Electric	\$ 207,000.00	\$ 207,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax - Sales & Use	\$ 21,400.00	\$ 14,238.56	\$ 7,161.44	33.5%	\$ -	\$ -	\$ 2,572.44	\$ 2,406.60	\$ 2,182.40	
Sales Tax - Other Util.	\$ 22,995.00	\$ 22,995.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Sales Tax - Alc. Bev.	\$ 13,015.00	\$ 13,015.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Vehicle Taxes	\$ 7,935.00	\$ 4,860.28	\$ 3,074.72	38.7%	\$ -	\$ 822.14	\$ -	\$ 1,522.09	\$ 730.49	
Zoning Fees	\$ 2,500.00	\$ 1,235.00	\$ 1,265.00	50.6%	\$ 100.00	\$ 500.00	\$ 360.00	\$ 100.00	\$ 205.00	
Other	\$ 3,000.00	\$ 3,075.00	\$ (75.00)	-2.5%	\$ -	\$ (75.00)	\$ -	\$ -	\$ -	
Totals	\$ 351,480.00	\$ 325,289.84	\$ 26,190.16	7.5%	\$ 236.25	\$ 2,622.84	\$ 9,096.30	\$ 7,373.70	\$ 6,861.07	
	December	January	February	March	April	May	June	June a/r		
Property Tax - prior										
Property Tax - 2020										
Fund Balance Approp.										
Interest										
Sales Tax - Electric										
Sales Tax - Sales & Use										
Sales Tax - Other Util.										
Sales Tax - Alc. Bev.										
Vehicle Taxes										
Zoning Fees										
Other										
Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Mineral Springs Budget Comparison 2020-21

TOWN OF MINERAL SPRINGS										
BUDGET COMPARISON 2020-2021										
Appropriation dept	Budget	Unspent	Spent YTD	% of Budget	July	August	September	October	November	
Advertising	\$ 1,800.00	\$ 1,800.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Attorney	\$ 9,600.00	\$ 8,400.00	\$ 1,200.00	12.5%	\$ 300.00	\$ -	\$ 300.00	\$ 300.00	\$ 300.00	
Audit	\$ 4,730.00	\$ 1,419.00	\$ 3,311.00	70.0%	\$ -	\$ -	\$ -	\$ -	\$ 3,311.00	
Charities & Agencies	\$ 10,825.00	\$ 10,825.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Community Projects	\$ 30,800.00	\$ 24,906.57	\$ 5,893.43	19.1%	\$ 13.56	\$ 4,361.49	\$ 417.66	\$ 888.07	\$ 212.65	
Contingency	\$ 3,000.00	\$ 3,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Employee Overhead	\$ 32,500.00	\$ 17,538.21	\$ 14,961.79	46.0%	\$ 5,046.45	\$ 2,573.95	\$ 2,451.51	\$ 2,448.85	\$ 2,441.03	
Elections	\$ -	\$ -	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Fire Protection	\$ 12,000.00	\$ 12,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Intergovernmental	\$ 15,000.00	\$ 15,000.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Office & Administrative	\$ 149,844.00	\$ 83,466.86	\$ 66,377.14	44.3%	\$ 24,631.68	\$ 9,990.84	\$ 10,875.37	\$ 11,156.92	\$ 9,722.33	
Planning & Zoning	\$ 48,276.00	\$ 32,004.70	\$ 16,271.30	33.7%	\$ 4,497.87	\$ 2,912.46	\$ 3,055.95	\$ 3,032.02	\$ 2,773.00	
Street Lighting	\$ 1,600.00	\$ 1,223.62	\$ 376.38	23.5%	\$ -	\$ -	\$ 217.38	\$ 79.50	\$ 79.50	
Tax Collection	\$ 1,900.00	\$ 1,490.27	\$ 409.73	21.6%	\$ 25.00	\$ 54.83	\$ 110.99	\$ 116.83	\$ 102.08	
Training	\$ 3,000.00	\$ 2,925.00	\$ 75.00	2.5%	\$ 75.00	\$ -	\$ -	\$ -	\$ -	
Travel	\$ 4,200.00	\$ 4,200.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Capital Outlay	\$ 22,405.00	\$ 22,405.00	\$ -	0.0%	\$ -	\$ -	\$ -	\$ -	\$ -	
Totals	\$ 351,480.00	\$ 242,604.23	\$ 108,875.77	31.0%	\$ 34,589.56	\$ 19,893.57	\$ 17,428.86	\$ 18,022.19	\$ 18,941.59	
Off Budget:										
Tax Refunds					\$ -	\$ -	\$ -	\$ -	\$ -	
Interfund Transfers					\$ -	\$ -	\$ -	\$ -	\$ -	
Total Off Budget:			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	

November 2020 Cash Flow Report - Nov 2020

11/1/2020 through 11/30/2020

12/18/2020

Page 1

Category	11/1/2020- 11/30/2020
INCOME	
Interest Income	72.67
Other Inc	
Zoning	205.00
TOTAL Other Inc	205.00
Prop Tax 2020	
Receipts 2020	
Tax	3,676.50
TOTAL Receipts 2020	3,676.50
TOTAL Prop Tax 2020	3,676.50
Prop Tax Prior Years	
Prop Tax 2014	
Receipts 2014	
Int	0.03
Tax	2.67
TOTAL Receipts 2014	2.70
TOTAL Prop Tax 2014	2.70
Prop Tax 2017	
Receipts2017	
Int	0.02
Tax	1.39
TOTAL Receipts2017	1.41
TOTAL Prop Tax 2017	1.41
Prop Tax 2019	
Receipts 2019	
Int	-0.80
Tax	-9.30
TOTAL Receipts 2019	-10.10
TOTAL Prop Tax 2019	-10.10
TOTAL Prop Tax Prior Years	-5.99
Sales Tax	
Sales & Use Dist	2,182.40
TOTAL Sales Tax	2,182.40
Veh Tax	
Int 2020	4.39
Tax 2020	726.10
TOTAL Veh Tax	730.49
TOTAL INCOME	6,861.07
EXPENSES	
Attorney	300.00
Audit	3,311.00
Community	
Parks & Rec	
Park	212.65
TOTAL Parks & Rec	212.65
TOTAL Community	212.65
Emp	
Benefits	
Dental	82.00

November 2020 Cash Flow Report - Nov 2020

11/1/2020 through 11/30/2020

12/18/2020

Page 2

Category	11/1/2020- 11/30/2020
Life	52.08
NCLGERS	1,328.19
Vision	14.00
TOTAL Benefits	1,476.27
FICA	
Med	155.12
Soc Sec	663.14
TOTAL FICA	818.26
Payroll	146.50
TOTAL Emp	2,441.03
Office	
Clerk	3,208.00
Council	900.00
Deputy Clerk	1,063.55
Finance Officer	2,963.00
Maint	
Materials	31.25
Service	610.00
TOTAL Maint	641.25
Mayor	300.00
Supplies	135.63
Tel	342.24
Util	168.66
TOTAL Office	9,722.33
Planning	
Administration	
Salaries	2,773.00
TOTAL Administration	2,773.00
TOTAL Planning	2,773.00
Street Lighting	79.50
Tax Coll	
Contract	77.08
Sal	25.00
TOTAL Tax Coll	102.08
TOTAL EXPENSES	18,941.59
OVERALL TOTAL	-12,080.52

Register Report - Nov 2020

11/1/2020 through 11/30/2020

12/18/2020

Page 1

Date	Num	Description	Memo	Category	Clr	Amount
11/5/2020	EFT	Debit Card (Atlanta ...	Compact Fluoresce...	Office:Maint:Materials	R	-31.25
11/9/2020	EFT...	Union County	FY2020	Prop Tax 2020:Receipts 2020:Tax	R	3,676.50
			FY2020	Prop Tax Prior Years:Prop Tax 2019:R...	R	-9.30
			FY2020	Prop Tax Prior Years:Prop Tax 2019:R...	R	-0.80
			FY2020	Prop Tax Prior Years:Prop Tax 2017:R...	R	1.39
			FY2020	Prop Tax Prior Years:Prop Tax 2017:R...	R	0.02
			FY2020	Prop Tax Prior Years:Prop Tax 2014:R...	R	2.67
			FY2020	Prop Tax Prior Years:Prop Tax 2014:R...	R	0.03
			FY2020	Tax Coll:Contract	R	-55.06
11/12/2020	5987	Clark, Griffin & McC...	I/N 7410 11/2020 (F...	Attorney	R	-300.00
11/12/2020	5988	R.C.S., Inc.	I/N Park Restroom ...	Community:Parks & Rec:Park	R	-200.00
11/12/2020	5989	Xerox Corporation	I/N 011726605 (FY2...	Office:Supplies	R	-135.63
11/12/2020	5990	Union County Public...	84361*00 (FY2020)	Office:Util	R	-32.64
11/12/2020	5991	Union County Public...	91052*00 (FY2020)	Community:Parks & Rec:Park	R	-12.65
11/12/2020	5992	Bucket, Mop, And Br...	I/N CTBCom-1386 j...	Office:Maint:Service	R	-188.00
11/12/2020	599...	Taylor & Sons Mowi...	Mowing 11/2020 (FY...	Office:Maint:Service	R	-365.00
			Flowers (FY2020)	Office:Maint:Service	R	-57.00
11/12/2020	EFT	Debit Card (AOL)	AOL Troubleshootin...	Office:Tel	R	-7.99
11/16/2020	EFT	NC Department of R...	Sales & Use Distribu...	Sales Tax:Sales & Use Dist	R	2,182.40
11/23/2020	5994	Duke Power	1819573779 (Old Sc...	Office:Util	R	-25.07
11/23/2020	5995	Duke Power	1803784140 (FY2020)	Office:Util	R	-110.95
11/23/2020	5996	Duke Power	2035221941 (FY2020)	Street Lighting	R	-79.50
11/23/2020	5997	Windstream	061348611 (FY2020)	Office:Tel	R	-334.25
11/23/2020	5998	Kendra Gangal CPA...	I/N 1464 Audit Pmt ...	Audit	R	-3,311.00
11/23/2020	599...	Municipal Insurance ...	12/20 (FY2020)	Emp:Benefits:Life	R	-52.08
			12/20 (FY2020)	Emp:Benefits:Dental	R	-82.00
			12/20 (FY2020)	Emp:Benefits:Vision	R	-14.00
11/23/2020	EFT...	Union County {NCV...	NCVTS 2010 (FY20...	Veh Tax:Tax 2020	R	734.21
			NCVTS Refunds (F...	Veh Tax:Tax 2020	R	-8.11
			NCVTS 2010 (FY20...	Veh Tax:Int 2020	R	4.39
			NCVTS Int Refund (...	Veh Tax:Int 2020	R	0.00
			FY2020	Tax Coll:Contract	R	-22.02
11/27/2020	EFT...	NC State Treasurer	11/20 LGERS contri...	Office:Clerk	R	-192.48
			11/20 LGERS contri...	Office:Finance Officer	R	-177.78
			11/20 LGERS contri...	Planning:Administration:Salaries	R	-166.38
			11/20 employer cont...	Emp:Benefits:NCLGERS	R	-1,328.19
11/27/2020	DEP	Deposit #20009	#20009 Zoning (FY2...	Other Inc:Zoning	R	155.00
11/27/2020	EFT...	Paychex	Salary 11/20 (FY202...	Office:Clerk	R	-3,015.52
			Supplement 11/20 (...	Office:Clerk	R	0.00
			11/20 (FY2020)	Office:Deputy Clerk	R	-1,063.55
			Salary 11/20 (FY202...	Office:Finance Officer	R	-2,785.22
			Salary 11/20 (FY202...	Office:Mayor	R	-300.00
			Salary 11/20 (FY202...	Office:Council	R	-900.00
			Salary 11/20 (FY202...	Planning:Administration:Salaries	R	-2,606.62
			Salary 11/20 (FY202...	Tax Coll:Sal	R	-25.00
			FY2020	Emp:FICA:Soc Sec	R	-663.14
			FY2020	Emp:FICA:Med	R	-155.12
11/30/2020	DEP	Deposit #20010	#20010 Zoning (FY2...	Other Inc:Zoning	R	50.00
11/30/2020	EFT	Paychex Fees	Fees 11/20 (FY2020)	Emp:Payroll	R	-146.50
11/1/2020 - 11/30/2020						-12,153.19

Register Report - Nov 2020

11/1/2020 through 11/30/2020

12/18/2020

Page 2

Date	Num	Description	Memo	Category	Clr	Amount
TOTAL INFLOWS						6,806.61
TOTAL OUTFLO...						-18,959.80
NET TOTAL						-12,153.19

November 2020

Revenue Details

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NC Sales & Use Distribution

September 2020 Collections

Summary

MUNICIPALITY	ARTICLE 39	ARTICLE 40	ARTICLE 42	ARTICLE 43	ARTICLE 44	ART 44 *524	ARTICLE 45	ARTICLE 46	CITY HH	TOTAL
UNION (AD VALOREM)	1,872,472.85	1,320,580.70	999,457.99	-	38.13	309,227.95	-	-	(323,651.60)	4,178,126.02
FAIRVIEW	823.55	580.82	439.58	-	0.02	136.01	-	-	600.14	2,580.12
HEMBY BRIDGE	-	-	-	-	-	-	-	-	-	-
INDIAN TRAIL	69,393.68	48,940.60	37,039.82	-	1.41	11,459.96	-	-	50,568.22	217,403.69
LAKE PARK	6,316.01	4,454.43	3,371.26	-	0.13	1,043.05	-	-	4,602.57	19,787.45
MARSHVILLE	9,374.17	6,611.23	5,003.59	-	0.19	1,548.09	-	-	6,831.11	29,368.38
MARVIN	5,668.29	3,997.62	3,025.53	-	0.12	936.08	-	-	4,130.57	17,758.21
MINERAL SPRINGS	696.61	491.29	371.82	-	0.01	115.04	-	-	507.63	2,182.40
MINT HILL *	39.38	27.77	21.02	-	-	6.50	-	-	28.70	123.37
MONROE	220,685.42	155,640.65	117,793.86	-	4.49	36,444.91	-	-	160,816.79	691,386.12
STALLINGS *	36,823.49	25,970.14	19,655.04	-	0.75	6,081.18	-	-	26,833.83	115,364.43
UNIONVILLE	1,121.01	790.60	598.35	-	0.02	185.13	-	-	816.89	3,512.00
WAXHAW	74,013.47	52,198.76	39,505.70	-	1.51	12,222.89	-	-	53,934.73	231,877.06
WEDDINGTON *	11,513.57	8,120.06	6,145.52	-	0.23	1,901.40	-	-	8,390.11	36,070.89
WESLEY CHAPEL	1,647.58	1,161.97	879.42	-	0.03	272.09	-	-	1,200.62	5,161.71
WINGATE	6,023.89	4,248.41	3,215.33	-	0.12	994.81	-	-	4,389.69	18,872.25
TOTAL	2,316,612.97	1,633,815.05	1,236,523.83	-	47.16	382,575.09	-	-	-	5,569,574.10

Jurisdiction Collection by Year
Union County
Date Distributed: 10/1/2020 to 10/30/2020

990 - TOWN OF MINERAL SPRINGS

Year	Taxes, Assessments and Misc. Charges	Late List	Interest	Total Collected	Commission	Net of Commission
2014	2.67	0.00	0.03	2.70	0.04	2.66
2017	1.39	0.00	0.02	1.41	0.02	1.39
2019	(9.30)	0.00	(0.80)	(10.10)	(0.15)	(9.95)
2020	3,675.67	0.83	0.00	3,676.50	55.15	3,621.35
Total:	3,670.43	0.83	(0.75)	3,670.51	55.06	3,615.45
Grand Total:	3,670.43	0.83	(0.75)	3,670.51	55.06	3,615.45

Invoice Date	Invoice Number	Description	Invoice Amount
10/30/2020	2104 TAXES	TAX/FEE/INT-OCTOBER 2020	\$3,615.45

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10870	TOWN OF MINERAL SPRINGS	00067447	11/09/2020	3,615.45



County of Union

500 North Main Street
 Monroe, North Carolina 28112

Vendor Number Check Date Check Number
 10870 11/09/2020 00067447

"This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act."

\$3,615.45

Pay Three Thousand Six Hundred Fifteen Dollars and 45 cents *****

To The TOWN OF MINERAL SPRINGS
 Order Of PO BOX 600
 MINERAL SPRINGS NC 28108

**EFT COPY
 NON-NEGOTIABLE**

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County of Union

500 North Main Street
 Monroe, North Carolina 28112

10870
 00067447

ADDRESS SERVICE REQUESTED

TOWN OF MINERAL SPRINGS
 PO BOX 600
 MINERAL SPRINGS NC 28108

NCVTS A/P Receipt Distribution
For the month Ending: 10/30/2020

NCVTS15

Jurisdiction	Entity	Vendor #	Inv #	Tax & Fee Amt	Int Only Amt	Com Ct	Pending Refunds	Net Amt	Status/Check#
001	Union County	0		\$ 567,740.67	\$ 3,977.48	\$ (16,746.26)	(\$3,355.66)	\$ 551,616.23	No Check
003	Voter Approved Debt Tax	0		86,584.62	601.09	(2,554.46)	(\$511.78)	\$ 84,119.47	No Check
011	Countywide Fire Tax	0		39,478.18	248.39	(1,162.75)	(\$210.11)	\$ 38,353.71	No Check
012	Countywide EMS Tax	0		56,558.86	420.25	(1,670.55)	(\$357.55)	\$ 54,951.01	No Check
013	Griffith Rd	0		649.83	1.69	(18.26)	\$2.43	\$ 635.69	No Check
014	Stack Rd	0		930.53	-	(25.51)	\$0.00	\$ 905.02	No Check
015	Springs Fire Tax	0		6,749.53	60.31	(201.72)	(\$79.88)	\$ 6,528.24	No Check
016	Fairview	0		2,489.35	3.58	(72.05)	(\$1.14)	\$ 2,419.74	No Check
017	New Salem	0		2,579.54	1.87	(68.04)	\$0.00	\$ 2,513.37	No Check
018	Beaver Lane	0		2,666.93	7.99	(66.21)	\$1.28	\$ 2,609.99	No Check
019	Bakers	0		5,844.44	6.46	(164.86)	\$36.57	\$ 5,722.61	No Check
020	Stallings Fire Tax	0		12,661.64	81.00	(371.02)	\$177.23	\$ 12,548.85	No Check
021	Unionville	0		3,465.31	4.61	(93.81)	\$9.92	\$ 3,386.03	No Check
022	Wingate	0		2,768.10	3.52	(67.27)	(\$9.29)	\$ 2,695.06	No Check
023	Hemby Bridge Fire Tax	0		15,213.14	109.95	(454.00)	\$30.18	\$ 14,899.27	No Check
024	Allens Crossroads	0		288.61	-	(8.43)	\$0.00	\$ 280.18	No Check
025	Jackson	0		890.96	0.52	(27.31)	(\$3.40)	\$ 860.77	No Check
026	Wesley Chapel Fire Tax	0		19,251.50	129.56	(612.33)	(\$79.87)	\$ 18,688.86	No Check
027	Lanes Creek	0		1,267.74	1.39	(30.13)	\$3.03	\$ 1,242.03	No Check
028	Waxhaw Fire Tax	0		14,354.88	94.94	(465.20)	(\$43.03)	\$ 13,951.59	No Check
029	Sandy Ridge	0		1,661.34	2.52	(40.87)	(\$5.49)	\$ 1,617.50	No Check
030	Providence	0		83.97	-	(2.69)	\$0.00	\$ 81.28	No Check
101	Village of Marvin	1832	VTFNAP2010-1	5,884.15	44.28	(193.87)	(\$20.41)	\$ 5,714.15	
200	City of Monroe	103-7	VTFNAP2010-1	236,879.96	1,270.09	(6,201.97)	(\$10,097.98)	\$ 221,850.10	
222	Monroe DOWNTOWN Service	103-7	VTFNAP2010-2	180.36	-	(4.63)	-	\$ 175.73	
300	Town of Wingate	4064	VTFNAP2010-1	11,598.96	56.51	(279.58)	(\$15.63)	\$ 11,360.26	
400	Town of Marshville	5861	VTFNAP2010-1	8,371.34	96.28	(206.79)	(\$163.22)	\$ 8,097.61	
500	Town of Waxhaw	8268	VTFNAP2010-1	119,705.05	618.75	(3,809.09)	(\$182.56)	\$ 116,332.15	
600	Town of Indian Trail	2924	VTFNAP2010-1	81,362.76	504.44	(2,358.63)	\$858.39	\$ 80,366.96	
700	Town of Stallings	4860-2	VTFNAP2010-1	34,338.91	256.84	(1,047.89)	(\$148.44)	\$ 33,399.42	
800	Town of Weddington	7518	VTFNAP2010-1	10,990.88	56.82	(341.59)	(\$91.57)	\$ 10,614.54	
900	Village of Lake Park	1833	VTFNAP2010-1	7,617.80	69.77	(242.65)	(\$84.90)	\$ 7,360.02	
930	Town of Fairview	19458	VTFNAP2010-1	1,055.06	8.50	(31.48)	(\$0.81)	\$ 1,031.27	
970	Village of Wesley Chapel	9262	VTFNAP2010-1	1,759.30	10.52	(54.15)	(\$2.20)	\$ 1,713.47	
980	Town of Unionville	11530	VTFNAP2010-1	1,475.35	10.50	(41.87)	\$0.49	\$ 1,444.47	
990	Town of Mineral Springs	10870	VTFNAP2010-1	734.21	4.39	(22.02)	(\$8.11)	\$ 708.47	
999	Schools	0		1,167,559.79	8,125.37	(34,446.53)	(\$6,903.63)	\$ 1,134,335.00	No Check
Total				\$ 2,533,693.55	\$ 16,890.18	\$ (74,196.47)	(\$21,257.14)	\$ 2,455,130.12	
						AP Total		\$ 500,168.62	

Invoice Date	Invoice Number	Description	Invoice Amount
10/30/2020	VTFNAP2010-1	CASH RECEIVED OCTOBER 2020 & R	\$708.47

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
10870	TOWN OF MINERAL SPRINGS	00067952	11/23/2020	708.47



County of Union
 500 North Main Street
 Monroe, North Carolina 28112

Vendor Number Check Date Check Number
 10870 11/23/2020 00067952

"This disbursement has been approved as required by the Local Government Budget and Fiscal Control Act."

\$708.47

Pay **Seven Hundred Eight Dollars and 47 cents *******

To The TOWN OF MINERAL SPRINGS
 Order Of PO BOX 600
 MINERAL SPRINGS NC 28108

**EFT COPY
 NON-NEGOTIABLE**

AP



County of Union
 500 North Main Street
 Monroe, North Carolina 28112

10870
 00067952

ADDRESS SERVICE REQUESTED

TOWN OF MINERAL SPRINGS
 PO BOX 600
 MINERAL SPRINGS NC 28108



Town of Mineral Springs
Town Clerk / Zoning Administrator
Vicky Brooks
P O Box 600
Mineral Springs, NC 28108
704-289-5331
704-243-1705 FAX
msvickybrooks@aol.com
www.mineralspringsnc.com

MEMO

To: Town Council
From: Vicky Brooks
Date: January 7, 2021
Re: Agenda Item # 4 – Consideration of Approving a Contract for G.S. 160D Amendments

Attached you will find quotes from N-Focus and Benchmark Planning to update our Unified Development Ordinance to be compliant with General Statute 160D.

Even though we just adopted our Unified Development Ordinance in July of 2019, there have been many amendments to the General Statutes that we will need to address no later than June 30, 2021.

As soon as the council grants approval of one of these contracts, the planning board and the chosen company will begin work immediately.



STATE OF NORTH CAROLINA
COUNTY OF UNION

AGREEMENT WITH
LOCAL GOVERNMENT

THIS AGREEMENT made the ____ Day of _____, 2020 by and between the **Town of Mineral Springs**, a North Carolina unit of Local Government (hereinafter known as “Local Government”); and, **N-Focus, Inc.**, a North Carolina corporation (hereinafter known as “Contractor”), by signatures below, enter into the following Agreement:

WITNESSETH:

WHEREAS, Contractor has expertise in local government functions and Local Government has a need for such functions; and

WHEREAS, Local Government and Contractor desire to enter into this Agreement;

NOW THEREFORE, Local Government and Contractor agree as follows:

Section A. SCOPE OF FUNCTIONS

Contractor will provide Contractor personnel to update Local Government’s Unified Development Ordinance to comply with NC G.S. 160D.

Contractor will:

1. Prepare draft ordinance consistent G.S. 160D.
2. Prepare materials for Planning Board and Governing Board for public legislative hearing & adoption proceedings.
3. Make presentations to the Governing Board (x1) for public legislative hearing & adoption.

All work as defined in “**Section A. 1. & A.2.**” herein shall be performed remotely.

Local Government will:

1. Provide Contractor with Local Government’s Unified Development Ordinance in editable format (i.e. word.doc)
2. Provide payments to Contractor per payment schedule defined in Section B.9. Payments.

Section B. TERMS AND CONDITIONS

1. **Contractor Personnel:** To ensure performance of Functions defined in “Section A.” herein above meet the expectations of Local Government, Contractor shall assign a primary professional, an employee of Contractor, to Local Government. The primary professional shall be responsible for Contractor personnel performing the agreed upon Functions. Contractor personnel performing the Functions shall be either certified or licensed in their respective fields or apprentice under direct supervision of the primary professional. Contractor personnel performing these Functions shall have considerable knowledge in the principles and practices of local government. The primary professional, supporting personnel and subordinate person(s), if applicable, provided to perform these Functions shall be skilled in the use of work-related computer software packages and other technology used to perform position Functions. The primary professional shall possess good communication & collaborative skills in working with the public.

N-Focus

Initials: PAR Date: 12.01.20

Mineral Springs_160D_Agreement

Initials: _____ Date: _____



2. **E-Verify:** Contractor represents and warrants that it is in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, Contractor warrants that any subcontractors used by Contractor will be in compliance with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
3. **Certification:** Contractor certifies that, as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.58. In compliance with the Iran Divestment Act and N.C.G.S. § 147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
4. **Equal Employment Opportunity:** Contractor, without limitation of any provision set forth herein, expressly agrees to abide by any and all applicable federal and/or State equal employment opportunity statutes, rules and regulations, as may be from time to time modified or amended.
5. **Status of Contractor:** Contractor and Local Government agree that in the performance of the Functions defined in "Section A." herein above, Contractor personnel shall not be deemed to be an employee(s) of Local Government for any purpose whatsoever, nor act under Color of State Law.
6. **Work Products:** All materials produced by Contractor personnel provided to Local Government shall be the property of Local Government and shall be filed on-site in the offices of Local Government, unless otherwise authorized for purposes and intent of the performance of Functions. Contractor shall be entitled to retain copies, both electronic and paper, of any work products prepared for the benefit of Local Government. Contractor shall not copyright any work products on behalf of Local Government; however, Contractor shall retain the right to utilize work products, such as improved administrative forms, plans, etc., or any portion thereof, for the purpose of performing similar Functions for other jurisdictions.
7. **Progress Reporting:** Contractor shall communicate progress of work performed to Local Government's administrative officer and/or department head periodically or as determined by Local Government.
8. **Compensation:**
 - a. The fee for Functions to be performed as defined in "Section A.1. & A.2." herein above shall be Seven Thousand Five Hundred and no/100's (\$7,500.00) dollars.
 - b. The fee for Functions to be performed as defined in "Section A.3." herein above shall be Five Hundred Sixty and no/100's (\$560.00) Dollars per day inclusive of time & travel expenses.

Services beyond the Scope as defined in "Section A." which may be requested by Local Government are subject to the discounted hourly rate of One Hundred Forty and no/100's (\$140.00) Dollars and shall be invoiced by the hour monthly and billed in quarter-hour increments. Travel time to and from Local Government jurisdiction by Consultant personnel to perform additional services not included in contract are subject to the hourly fee stated herein.

Costs associated with incidentals (not consulting fees) for community based meetings including, but not limited to, printing/reproduction of documents, advertising, and deliverables shall be either borne by the County or, if expended by consultant, shall be reimbursed at actual cost plus seven (7%) percent.

N-Focus

Initials: PAR Date: 12.01.20

Mineral Springs_160D_Agreement

Initials: _____ Date: _____



Modifications after Planning Board approval and recommendation shall be billed at the discounted hourly rate of One Hundred-Forty and no/100's (\$140.00) dollars.

- 9. Payments:** Local Government shall provide three (3) payments for work to be performed as defined in "Section A.1. & A.2." without invoice as follows:

<u>Payment</u>	<u>Due Date</u>	<u>Amount</u>
1 st Payment	December 15, 2020	\$3,500.00
2 nd Payment	March 15, 2020	\$2,500.00
3 rd Payment	June 15, 2020	\$1,500.00

Work to be performed in "Section A.3." if requested by Local Government shall be invoiced during month service is provided.

Monthly invoicing for direct expenses shall be due and payable within fifteen (15) days of invoice. A late payment penalty equal to 1.5% of the unpaid balance of either monthly payments or monthly invoicing may be assessed.

- 10. Access:** Local Government shall provide Contractor personnel with legal access to the primary work area during normal operating hours.
- 11. Liability:** Contractor personnel provided to Local Government are acting as contracted agents of Local Government in accordance with NCGS 160A-20.1 and 160D-402(c) and no liability is implied or assumed for actions on behalf of Local Government, its administration, appointed officials and/or elected officials. General liability insurance shall be maintained by Contractor for the Functions to be performed under this Agreement. Contractor shall provide Local Government with a Certificate of Insurance prior to beginning Functions defined in "Section A." herein above. This certificate will become a part of this Agreement upon execution of this Agreement. Contractor shall further indemnify and hold Local Government harmless from any/all worker compensation claims by Contractor personnel and any other claims arising out of Contractor personnel's conduct.
- 12. Certifications:** Contractor personnel shall not be required to sign any documents, no matter by whom requested, that would result in Contractor personnel having to certify, guarantee or warrant the existence of conditions whose existence Contractor personnel cannot ascertain. Local Government agrees not to make resolution of any dispute with Contractor or payment of any amount due to Contractor in any way contingent upon Contractor's personnel signing any such certification or document.
- 13. Force Majeure:** Contractor shall not be responsible for any delays, damages, costs, expenses, liabilities or other problems that may arise as a result of a force majeure. A "Force Majeure" is defined as any event arising from causes beyond the reasonable control of Contractor, including but not limited to fire, flood, unusual inclement weather, acts of God, civil strikes or labor disputes, riots, pandemics, acts or failures of Local Government or others.

N-Focus

Initials: PAR Date: 12.01.20

Mineral Springs_160D_Agreement

Initials: _____ Date: _____



14. **Conflicting Terms and Provisions:** In the event of conflict among this Agreement and any hereto attached exhibits, this Agreement shall govern.

15. **Dispute Resolution:** It is acknowledged this Agreement shall be governed by the laws of the State of North Carolina in the event of dispute. Any dispute, controversy or claim arising out of or relating to this Agreement, in particular its conclusion, interpretation, performance, breach, termination or invalidity, shall be finally settled by the courts having exclusive jurisdiction within the county of Local Government.

16. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

17. **Entire Agreement:** Local Government and Contractor acknowledge this Agreement and any Attachments hereto constitute the entire agreement between Local Government and Contractor concerning the subject matter hereof. Any amendments or modifications of this Agreement shall be in writing and executed by Local Government and Contractor. Unless stated otherwise in this Agreement, this Agreement may not be modified.

18. **Representatives:** On behalf of Contractor, only the following individuals have authority to modify or alter the terms and conditions of this Agreement:

F. Richard Flowe, President & CEO
Patricia A. Rader, Secretary-Treasurer & COO

19. **Notification:** All correspondence shall be directed to:

Patti Rader, Manager
N-Focus, Inc.
315 South Main Street, Suite 200
Kannapolis, NC 28081
704.933.0772
PRader@NFocusPlanning.org

N-Focus

Initials: PAR Date: 12.01.20

Mineral Springs_160D_Agreement

Initials: _____ Date: _____



Section C. ACCEPTANCE:

Patricia A. Rader

December 1, 2020

Patricia A. Rader, Manager
N-Focus, Inc.

Date

ACCEPTED on behalf of Local Government by:

Signature

Date

Printed name of authorized person signed above

Seal of Local Government

ATTEST:

Clerk to the governing board/council of
Local Government

Date

PRE-AUDIT:

This document has been pre-audited in accordance with applicable North Carolina General Statute.

Finance Officer

Date

N-Focus

Initials: PAR Date: 12.01.20

Mineral Springs_160D_Agreement

Initials: _____ Date: _____

STATE OF North Carolina
COUNTY OF Union

**AGREEMENT FOR SERVICES
WITH LOCAL GOVERNMENT
“FIXED FEE” CONTRACT**

THIS AGREEMENT, made and entered into this _____ day of _____, 2021 by and between the Town of Mineral Springs, herein and after referred to as the Local Government and Benchmark CMR, Inc., a North Carolina Company located in Charlotte, North Carolina.

WITNESSETH:

WHEREAS, the Local Government has requested Benchmark CMR, Inc. to prepare the N.C.G.S. Chapter 160D updates to the Town’s Unified Development Ordinance; and

WHEREAS, Benchmark CMR, Inc. has expertise in response to the request pertaining to same; and

WHEREAS, Benchmark CMR, Inc. has agreed to provide services as requested by the Local Government; and

WHEREAS, the Local Government and Benchmark CMR, Inc. desire to memorialize Benchmark CMR, Inc.'s proposal and award of the contract,

NOW THEREFORE, the Local Government and Benchmark CMR, Inc. agree as follows:

- 1. SCOPE OF SERVICES:** Benchmark CMR, Inc. agrees to prepare the N.C.G.S. Chapter 160D updates to the Town’s Unified Development Ordinance for adoption by the Town Board of Commissioners by June 7, 2021.
- 2. COMPENSATION FOR SERVICES:** In the provision of the aforementioned services, Benchmark CMR, Inc. shall receive compensation in the amount of \$3,000.00. This fee shall be paid to Benchmark CMR, Inc. and in accordance with Section 3 below. Additional services outside of the agreed upon hours and scope of this agreement will be authorized by the Local Government in advance and shall be compensated only when authorized in accordance with the terms agreed to by both parties in a formally executed Contract Addendum. Mutually agreed upon overages outside of the agreed upon hours of this agreement will be provided at \$125 an hour.
- 3. METHOD OF PAYMENT:** Upon the approval of this contract, Benchmark CMR, Inc. will invoice the Local Government at the midpoint of the project in the amount of \$1,500.00 and after the completion of the project in the amount of \$1,500.00. The Local Government shall compensate Benchmark CMR, Inc. for services performed within twenty-one (21) days of the date of said invoice statement.
- 4. TERMINATION OF CONTRACT FOR CAUSE:** If Benchmark CMR, Inc. shall fail to fulfill in a timely, professional and proper manner all obligations under this contract, or should Benchmark CMR, Inc. violate any of the covenants, agreements, or stipulations of this contract, the Local Government shall have the right to terminate this contract by giving a written 30-day termination notice to Benchmark CMR, Inc. of such termination and specifying the effective date thereof. In a like manner, Benchmark CMR, Inc. shall have the right to terminate this contract by giving a written 30-day termination notice to thereof. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by

Benchmark CMR, Inc. under this contract shall, at the option of the Local Government, become the property of the Local Government, and Benchmark CMR, Inc. shall be entitled to receive just and equitable compensation for any work satisfactorily completed pursuant to this contract. However, the Local Government shall not be obligated to pay any remaining charges for work satisfactorily completed where there exists a right in favor of the Local Government for refund, reimbursement or offset in connection with any obligations arising from Benchmark CMR, Inc. to the Local Government.

5. NO HIRING: Throughout the term of this Agreement and for a period up to 30-days after the termination or expiration of this Agreement, Local Government and Benchmark CMR, Inc. agree not to employ, solicit or offer employment, either directly or indirectly (including without limitation, through the use of any third party) to any employee of the other, without the prior written consent of the other.

6. LEGAL REMEDIES: Benchmark CMR, Inc. shall not be relieved of any liability to the Local Government for damages sustained by the Local Government by virtue of any breach of this contract by Benchmark CMR, Inc. It is specifically understood that the Local Government may withhold any payments to Benchmark CMR, Inc. for the purpose of offset until such time as the exact amount of damages due the Local Government from Benchmark CMR, Inc. is determined. The Local Government otherwise reserves all legal remedies as may be provided by law.

7. CHANGES: The Local Government may, from time to time, request changes in the Scope of Services of Benchmark CMR, Inc. to be performed hereunder. Such changes, including any increase or decrease in the amount of Benchmark CMR, Inc.'s compensation which may be mutually agreed upon between the Local Government and Benchmark CMR, Inc. shall be incorporated in written amendments to this contract after appropriate authorization as called for in Section 2 of this contract.

8. EQUAL EMPLOYMENT OPPORTUNITY: Benchmark CMR, Inc. shall not discriminate against any employee or applicant for employment on account of race, color, religion, sex, national origin, age, because of handicapping condition, or qualified special disabled veterans, veterans of the Vietnam era and any other veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized. Benchmark CMR, Inc. shall take affirmative action to ensure equal employment opportunity with respect to all of its employment practices.

9. FEDERAL AND STATE COMPLIANCE: Benchmark CMR, Inc. acknowledges responsibility for compliance with any and all applicable corporate, partnership or individual taxation laws. Benchmark CMR, Inc. shall pay all applicable taxes and insurance premiums stipulated by applicable law and shall hold harmless the Local Government for the payment thereof. Benchmark CMR, Inc. acknowledges exemption from withholding of applicable taxes or other deductions from compensation agreed to in Section 2 of this contract. Benchmark CMR, Inc. agrees to furnish Federal Form W-9, upon execution of this contract and prior to issuance of any compensation from the Local Government.

10. INSURANCE: Benchmark CMR, Inc. shall maintain general liability insurance with policy limits of at least \$1,000,000.00 per incident/\$2,000,000.00 aggregate and shall maintain Worker's Compensation Insurance as required under North Carolina law. Insurance certificates will be provided to the Local Government before any work under this contract commences.

11. ENTIRE AGREEMENT: This is the entire agreement between the parties and there are no terms, conditions, representations or warranties relating to the work to be performed hereunder which are not specifically set forth herein.

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

ATTEST

TOWN OF MINERAL SPRINGS

BY: _____

Signature

Signature

Print or Type name

Title

This instrument has been pre-audited in a manner required by applicable law.

Finance Officer

ATTEST

BENCHMARK CMR, INC.

BY: _____

Signature

Date

Date

Vagn K. Hansen II

Jason M. Epley

Name

Name

Planning Manager

President

Title

Title

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: January 7, 2021
Subject: NCLM Legislative goals and Appointment of Town’s Voting Delegate

The North Carolina League of Municipalities is compiling a list of its members’ top legislative goals for 2021. The NCLM Board has prepared the attached list of 17 goals and is asking member municipalities to “whittle down” this list to their top-ten goals. In order to present the ten goals preferred by Mineral Springs to the NCLM, Council must appoint a “voting delegate” for the sole purpose of transmitting our goals to the NCLM. Once that delegate is appointed, the NCLM will email the delegate a form on which to submit our ten choices. The delegate will hear from the NCLM on January 15, 2021 or possibly early in the following week. The delegate is not committing to any additional responsibilities, work, or meetings.

SO: there is a homework assignment for next Thursday. Please review the attached 17 goals and indicate your top ten on this form. As you can see, a few goals would be of specific benefit to Mineral Springs, while many of the goals are more general and might not even be of direct value to our town. Simply pick your ten favorites and check them off in the summary list in this memo.

If Vicky can come up with a way to receive and tabulate your choices while complying with public records statutes prior to the meeting on January 14, she will contact you. Otherwise we will need to tabulate your choices one goal at a time during the Zoom meeting. The goals are not numbered in the NCLM list, but they are presented in this worksheet in the same order they are presented in the list.

<input type="checkbox"/> 1. Broadband infrastructure authority	<input type="checkbox"/> 2. Federal Covid-19 aid directly to municipalities
<input type="checkbox"/> 3. Incentives and funding for local economic development	<input type="checkbox"/> 4. Refine economic tier designation system
<input type="checkbox"/> 5. Tools to revitalize abandoned properties	<input type="checkbox"/> 6. Increase funding for affordable housing
<input type="checkbox"/> 7. Permanent funding for local infrastructure needs	<input type="checkbox"/> 8. Funding to help with aging water and sewer systems
<input type="checkbox"/> 9. Ensure state funding for state-mandated municipal benefits.	<input type="checkbox"/> 10. Improve statewide funding and support for LEO training in use of force, mental health, and de-escalation
<input type="checkbox"/> 11. Permit all cities to establish police citizen review board.	<input type="checkbox"/> 12. Grace period for posting local emergency declarations.
<input type="checkbox"/> 13. Increase public safety grant funding.	<input type="checkbox"/> 14. Increased notification for changes in county-municipality sales tax distribution formulae.
<input type="checkbox"/> 15. Expand municipal authority to enact additional funding options.	<input type="checkbox"/> 16. Increase state funding for public transportation
<input type="checkbox"/> 17. Improve processes and communication between towns and NCDOT on moving utility lines.	

MEMO

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From: Rick Becker
Date: January 7, 2021
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<input type="checkbox"/> 17. Improve processes and communication between towns and NCDOT on moving utility lines.	

LEGISLATIVE GOAL STATEMENTS

RECOMMENDED BY THE NCLM BOARD OF DIRECTORS

The following goal statements are NOT listed in any particular order.

- Grant local governments the authority to build broadband infrastructure in order to partner with private providers, and provide additional funding to help close the digital divide.
 - The COVID-19 pandemic has demonstrated the need for additional steps to improve broadband access.
 - Slow and unreliable internet service threatens educational and professional opportunities, and the economic future of entire communities.
 - Failure to utilize local government assistance and assets will continue to create digital gaps that have real-world consequences for North Carolinians.

- Secure federal and state aid directly to municipalities to offset all lost revenues due to the Covid-19 pandemic.
 - Municipalities saw large drops in sales and occupancy taxes and utility revenues last spring; the current surge in the virus is likely to produce more economic disruption and further erosion in revenues.
 - Earlier federal assistance to state and local governments was neither direct nor flexible, preventing revenue holes from being filled.
 - NC municipalities received only a fraction of the federal CARES Act state and local dollars allocated to North Carolina in March.

- Expand incentives and funding for local economic development.
 - Funding is simply inadequate in many cities and towns to encourage job growth.
 - A lack of state funding is seen in grants or incentives for major job creation projects as well as programs to boost small business growth.
 - Among the needs are restoring cuts or additional funding for film tax credits, major industrial site development, downtown development and renewable energy tax credits.

- Refine economic tier designation system to more accurately reflect conditions at sub-county level.
 - The existing criteria does not seem to reflect the status of many communities.
 - The current tier designations fail to take into account the disparate levels of wealth within individual counties.
 - The county-focused system means that municipalities can lose out on state grants and other types of funding when they fail to adequately reflect community's wealth.

- Revitalize vacant and abandoned properties with enhanced legal tools and funding.
 - Many towns and cities do not have the funding to address abandoned properties.
 - These properties affect surrounding home and business property values, economic development opportunities and crime rates.
 - With funding and additional legal tools, such as those allowing for properties to be more easily condemned and to address multiple heirs, these properties could serve to addressing local housing needs.

- Increase state and federal funding for affordable housing.
 - Ongoing revenue sources to meet affordable housing needs is extremely limited; the two primary state programs to meet those needs – the N.C. Housing Trust Fund and the Workforce Housing Loan Program – have received less than \$30 million annually in recent years.
 - More than one-in-four North Carolina households are considered “cost-burdened” when it comes to paying for housing, meaning they pay at least 30 percent of their income in housing costs.
 - Affordable housing is not an issue only in larger cities; a growing number of smaller cities and towns have recognized a lack of affordable housing as major problem facing residents and an impediment to workforce recruitment.

- Create a permanent and adequate funding stream for local infrastructure needs.
 - Infrastructure – including roads, water, sewer, stormwater, parks and beaches – are critical to economic development and job creation.
 - Many cities in the state are growing, creating a constant need for investment to keep pace with population growth; many cities and towns also have aging infrastructure that must be replaced.
 - Creating a more permanent funding stream for local infrastructure, such as a dedicated tax source, would allow for better planning to meet needs.
- Provide funding to keep aging water and sewer systems financially solvent today and viable for the future.
 - According to a state study, North Carolina will need at least \$17 billion to meet water and wastewater infrastructure needs over the next two decades.
 - Several dozen towns in the state have financially distressed water or sewer operations, threatening the towns' overall financial viability.
 - These stresses to water and sewer operations have coincided with population and job losses in rural areas, leading to an erosion of taxpayer and ratepayer bases.
- Ensure state funding for any new, state-mandated benefits for municipal employees.
 - In recent years, legislators have considered additional post-retirement benefits for certain classes of municipal employees.
 - Often, proposed legislation would act as an unfunded mandate on municipalities, as it fails to include a state-funding source.
 - Proposals, many focused on firefighter benefits, fail to consider that municipalities already enjoy the authority to provide these benefits individually without legislative action.
- Improve state-wide funding and support for LEO training focused on use of force, mental health and de-escalation skills.
 - Highly-publicized incidents of police use of force in 2020 have underscored the need for enhanced and expanded law enforcement training.
 - Improved training is needed to build trust and legitimacy in the community while serving the public in a professional and equitable manner.
 - Numerous studies show that additional and effective training focused on conflict de-escalation can significantly reduce police use of force.

- Permit all cities to establish a police department citizen review board.
 - Current state law requires cities to seek local legislation approved by the General Assembly to establish a police citizen review board.
 - A statewide law providing cities and towns the option of establishing such boards would allow more flexibility to meet local needs.
 - Establishing these review boards, when sought by and supported by local residents, can create another avenue to build trust with the community.
- Allow a short grace period for online posting of local emergency declarations while allowing them to take effect immediately.
 - Current state law requires immediate online posting of local emergency declarations in order to take effect.
 - Recent disasters and emergencies have demonstrated the difficulties meeting the requirement.
 - Weather issues and power outages are among the problems that can hamper compliance.
- Increase public safety grant funding and expand allowable uses.
 - Improving policing will require additional public safety grant funding and more flexibility in its uses.
 - More effective and equitable policing can be achieved by additional funding of community policing programs, as well as putting more dollars toward alternative programs that seek to address mental health calls and other issues through non-uniformed personnel.
 - Additional funding is also needed to meet public safety communication needs.
- Extend notification timeline for any changes to sales tax revenue disbursement.
 - Under current law, counties are able to shift the method of local sales tax disbursement in April, providing notice to municipalities just two months ahead of the new fiscal year.
 - These shifts, from per-capita to ad valorem distribution methods, or vice versa, can mean significant losses of sales tax revenue for municipalities, with little time to consider the budget implications.
 - County governments enjoy this power even though a majority of sales tax revenues are generated within municipal borders.

- Reduce pressure on property tax payers by expanding locally-controlled options for revenue generation.
 - Property taxes remain the primary revenue stream over which municipal governments exercise control.
 - Cities have little or no authority to raise significant revenue in other ways.
 - A lack of diverse, local tax options can affect economic growth, as well as cause large swings in revenue based on economic changes.
 - Increase in state funding to support public transportation development and operations.
 - Growing areas require public transportation options to effectively allow people to work, live and play.
 - When quality of life suffers due to traffic congestion, areas lose their attractiveness as places to live and work; that can affect the larger economic growth of the entire state.
 - The state needs to be a full partner in public transit solutions.
 - Improve processes and payments for moving utility lines located in the right-of-way during transportation projects.
 - NCDOT charges to cities to move utility lines for road projects can be costly.
 - Due to uncertain construction timelines, these charge often come with little notice or ability to budget.
 - Increased transparency and communication would allow cities to better plan for these projects.
-

Vicky Brooks

From: Brian Matthews <brian.matthews@unioncountync.gov>
Sent: Wednesday, December 23, 2020 10:48 AM
To: 'msvickybrooks@aol.com'
Subject: Draft Interlocal Agreement
Attachments: Interlocal_Utility_Union County-Municipality_121820 (002).docx

Hello Vicky,

I would like to thank you again for giving me and our staff the opportunity to meet with you to discuss the future of water and sewer in Union County. Growth pressures around the County have caused us to reflect on how we accommodate current and future demand. Decisions that are made at the municipal level affect county operations and decisions that the County makes affects municipal operations. Now more than ever, it is evident that a partnership is needed. As promised, attached is a draft interlocal agreement for your consideration. We have taken elements from our previous discussions with our municipalities and incorporated them into the draft. Please review the agreement and provide us with your feedback by January 29, 2021. We fully expect that you will have questions or some items that you feel should be changed, deleted or included. Your input is important and together we can plan for the future of all Union County.

On behalf of myself, the management team, and the Board of County Commissioners we wish you a Merry Christmas, Happy Holidays and a prosperous New Year.

Respectfully

Brian Matthews

Brian Matthews, AICP

Assistant County Manager



Union County Government Central Administration

500 N. Main Street
Monroe, NC 28112

T 704.292.2597

Brian.Matthews@unioncountync.gov

www.unioncountync.gov

E-mail correspondence to and from this sender may be subject to the North Carolina Public Records law and may be disclosed to third parties. If you are not the intended recipient of this e-mail, please contact the sender immediately.

**NORTH CAROLINA
UNION COUNTY**

THIS INTERLOCAL AGREEMENT is entered into this the _____ day of _____, 2021, by and between **UNION COUNTY**, a political subdivision of the State of North Carolina (hereafter “County”), and [**MUNICIPALITY NAME**], a municipal corporation chartered under the laws of the State of North Carolina (hereafter “Municipality”).

WHEREAS, local governments including counties and municipalities are authorized by North Carolina General Statutes Sections 160A-460 *et seq.*, 153A-278, and 153A-445, as well as all other applicable law, to enter into interlocal agreements and partnerships for the provision of utility and public enterprise services, including water and wastewater services; and

WHEREAS, County owns a water and wastewater public enterprise utility and associated utility infrastructure which serves customers within Municipality’s jurisdiction; and

WHEREAS, County and Municipality desire to set forth certain understandings related to County’s water and wastewater utility, County’s provision of such utility services within Municipality’s jurisdiction, and Municipality’s role in associated planning; and

WHEREAS, outlining these mutual understandings and duties of County and Municipality relating to County’s public-enterprise utility and the provision of water and wastewater public enterprise utility service within Municipality’s jurisdiction will foster cooperation, understanding, and planned progress for County’s utility operations and Municipality’s strategic planning.

NOW, THEREFORE, for and in consideration of the mutual promises set forth herein and other good and valuable consideration, the parties agree to the following terms and conditions:

1. **PURPOSE.** The purpose of this Agreement is to set forth certain understandings between County and Municipality regarding County’s water and wastewater public enterprise utility, and Municipality’s role regarding certain aspects of the utility, including utility operations within Municipality’s jurisdiction, utility extensions, upsizing of utility infrastructure, utility planning efforts, and package plants.
2. **COUNTY AS WATER/WASTEWATER PUBLIC ENTERPRISE UTILITY PROVIDER WITHIN MUNICIPALITY’S JURISDICTION.** County and Municipality acknowledge that County currently owns and operates (itself or through contract) a water and wastewater public enterprise utility (the “Utility”) that exists, and serves customers, within Municipality’s corporate limits. Municipality agrees that County is authorized to own, operate, improve, enlarge, extend, construct, and maintain the Utility and associated infrastructure within Municipality’s corporate limits (whether itself or through a contract with another entity, which may include, without limitation, the Union County Water and Sewer District). Municipality further agrees that (i) it will, in accordance with applicable law, not approve the provision of water and/or wastewater

service by any public enterprise utility except the Utility within Municipality's jurisdiction, without receiving the consent of Union County; and (ii) Municipality shall not, during the term of this Agreement, acquire, construct, establish, own, operate, or contract for the operation of a water and/or wastewater utility within its municipal boundaries, without receiving the consent of Union County.

3. **MUNICIPALITY-OWNED DEVELOPMENTS AND IMPROVEMENTS TO PROPERTY NECESSITATING UTILITY'S SERVICE AND EXTENSIONS.** Municipality agrees and understands that for any property that Municipality owns and is developing itself which requires the extension of existing infrastructure of the Utility, Municipality is responsible for the costs and construction of such extension in accordance with County's ordinances, policies, procedures, and specifications then in effect. This includes Municipality being considered as a developer under Article IV of Chapter 34 of the Union County Code, or any successor code provisions, ordinance, policy, or procedures of County related to extension of the Utility's infrastructure for development. County shall only be responsible for any associated costs as expressly set forth in County's ordinances, policies, procedures, and specifications then in effect related to such development and extensions.
4. **UPSIZING INFRASTRUCTURE.** Municipality understands and agrees that for any property that Municipality itself owns and is developing which requires the increase in size of existing Utility infrastructure to serve such development with water or wastewater services ("Upsized Infrastructure"), Municipality is responsible for the costs and construction of Upsized Infrastructure in accordance with County's ordinances, policies, procedures, and specifications then in effect.

However, County agrees to be responsible for the cost and construction of Upsized Infrastructure if all of the following conditions are met:

- (i) the Upsized Infrastructure is included as part of County's adopted Capital Improvement Program ("CIP") and Master Plan for the Utility;
 - (ii) Municipality has materially met the requirements for CIP and Master Plan input set forth in Section 5 of this Agreement; and
 - (iii) Municipality follows all other requirements for Upsized Infrastructure as set forth in County's ordinances, policies, procedures, and specifications then in effect, as a developer and owner of such property subject to development.
5. **MUNICIPALITY INPUT INTO COUNTY CIP OR MASTER PLAN.** County and Municipality shall endeavor to work collaboratively together as County updates its CIP and Master Plan for the Utility. Municipality agrees that it will timely provide County all reasonably requested data and information related to its development and growth plans and approvals. Municipality agrees to provide County with data concerning all approved and pending rezonings on at least an annual basis, in a format and schedule agreed upon by the staff of County and Municipality. Municipality shall also annually provide County information regarding any of its own development projects that may

require connection to Utility's infrastructure within the next five (5) years from the date of transmission of such information. County agrees to consider all such information and potential project inclusion as part of its drafting and adoption of the CIP and Master Plan for the Utility when such programs and plans are being created or updated.

6. **MUNICIPALITY RESPONSIBILITY FOR CERTAIN PACKAGE PLANTS.** If Municipality approves any development within its planning jurisdiction (whether within its corporate limits or extraterritorial jurisdiction), which development is served by a package wastewater treatment facility treating wastewater generated within the development (a "Package Plant"), Municipality agrees to be responsible for all operation and maintenance costs of such Package Plant for the operational life of the Package Plant in the event that the Developer or subsequent owner ceases to provide for the sound operation and maintenance of the Package Plant. This includes, without limitation, in the event of a developer or homeowners' association ceasing its own operation of a Package Plant, with the Utility assuming ownership and/or operation of such Package Plant.
7. **TERM AND TERMINATION.** This Agreement shall become effective as of its mutual execution by both parties (the "Effective Date"). The Agreement shall have a term of thirty (30) years from the Effective Date. Either party may terminate this Agreement, without cause, by giving at least two (2) years' written notice that it wishes to terminate the Agreement to the other party.

In the event of material breach of the Agreement by either party, the non-breaching party shall provide written notice to the breaching party who will have ninety (90) days during which to cure such breach. In the event the breaching party fails to cure the breach within ninety (90) days, the non-breaching party may terminate this Agreement upon provision of one hundred and eighty (180) days written notice to the breaching party.

8. **PERSONNEL.** All personnel responsible for administration of this Agreement who are employed by County or Municipality shall remain in all respects employees of County or Municipality respectively.
9. **PROPERTY OWNERSHIP.** Nothing in this Agreement shall be interpreted as to change or transfer any ownership in property of County or Municipality.
10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the parties related to the issues set forth herein. No other agreement, statement, or promise made by either party, orally or in writing, which is not contained in this Agreement shall be valid or binding.
11. **AMENDMENT.** This Agreement may be amended upon adoption of written amendments executed in writing on behalf of each respective governing body.
12. **JOINT EFFORTS.** This Agreement shall be considered for all purposes as prepared

through the joint efforts of the both parties and shall not be construed against one party or the other as a result of preparation, submission, or drafting hereof.

13. **SEVERABILITY.** The provisions hereof are severable, and should any provision be determined to be invalid, unlawful or otherwise null and void by any court of competent jurisdiction, the other provisions shall remain in full force and effect and shall not thereby be affected unless such ruling shall make further performance hereunder impossible or impose an unconscionable burden upon one of the parties. The parties shall endeavor in good faith to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as practicable to that of the invalid, illegal or unenforceable provisions.
14. **COMPLIANCE WITH LAWS.** In the performance of their duties pursuant to this Agreement, County and Municipality shall comply with all laws, rules, regulations, ordinances, codes, standards, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
15. **REPRESENTATIONS AND WARRANTIES.** Each party hereby represents and warrants each to the other the existence of all capacity, authority, resolutions, and actions necessary to execute and enter into this Agreement.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK. SIGNATURES FOLLOW ON THE NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

ATTEST

UNION COUNTY

Lynn G. West
Clerk to the Board

William M. Watson
County Manager

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

Finance Officer

ATTEST

[MUNICIPALITY NAME]

Clerk

Manager

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

Finance Officer

MEMO

To: Mineral Springs Town Council
From: Rick Becker
Date: January 7, 2021
Subject: R-2021-01 Requesting BOCC to Deny High-Density Rezoning

There is a pending rezoning request in Union County for the property shown below, a “doughnut hole” within the Village of Wesley Chapel which is also located near Mineral Springs. For many of the same reasons Mineral Springs, Wesley Chapel, and other nearby municipalities have opposed previous high-density rezoning requests, some have adopted or are considering adopting resolutions opposing this rezoning request.

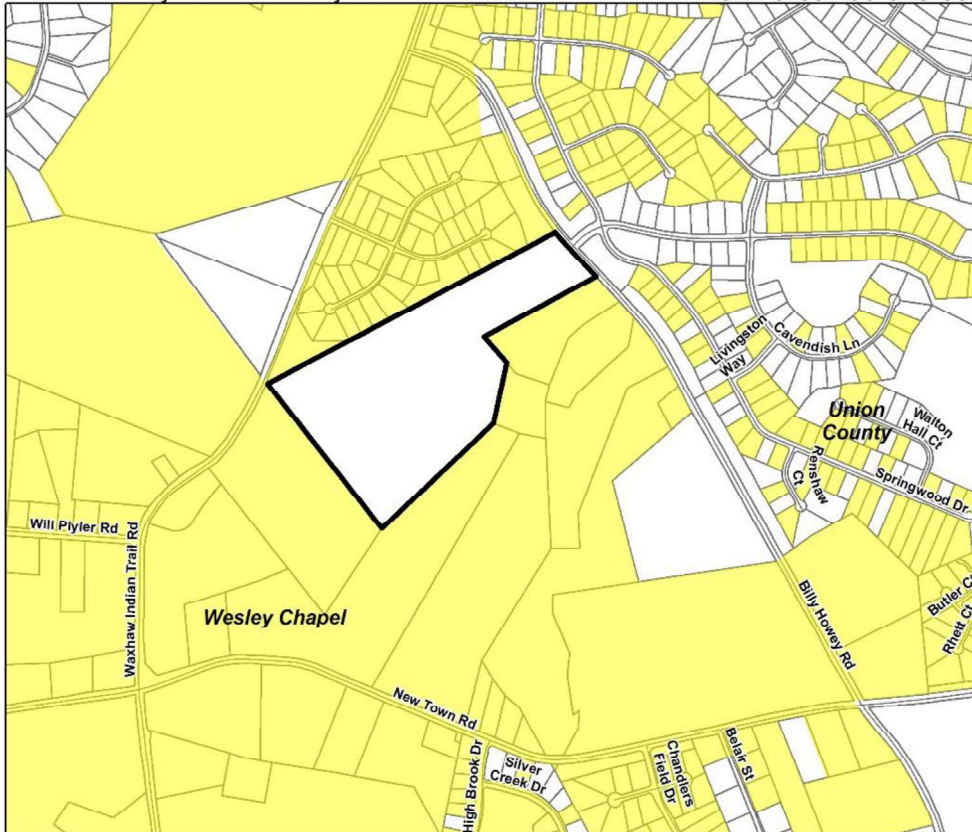
Municipalities

Petition: CZ-2020-002



Size: 43.542 acres

Name: Courtyards at Howey Farms

Tax Parcel: 06-048-003

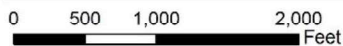


Legend

-  Rezoning Parcel
-  Wesley Chapel

Data Disclaimer
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Map Disclaimer
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Created on January 30, 2020 by Bjorn F. Hansen, AICP CTP
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TOWN OF MINERAL SPRINGS

RESOLUTION REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF UNION COUNTY DENY A HIGH-DENSITY REZONING APPLICATION FOR THE “COURTYARDS AT HOWEY FARMS” SUBDIVISION (CZ-2020-002)

R-2021-01

WHEREAS, one of the Mineral Springs Town Council’s primary purposes is to represent the desires of its citizens and to serve as a voice for the greater good of the community; and

WHEREAS, the Town of Mineral Springs is working with neighboring municipalities in a joint effort to study the effects of high-density developments near municipal boundaries; and

WHEREAS, a rezoning application for a 45.01-acre property located near the intersection of Billy Howey Road and Waxhaw Indian Trail Road is being presented to the Union County Board of County Commissioners (BOCC) requesting a map amendment from R-40 to R-4-CZ; and

WHEREAS, the rezoning application proposes 89 houses on the property which represents a gross density of 1.98 units per acre; and

WHEREAS, the property is adjacent to low-density residential subdivisions, and even properties that lie closer than the subject property to a commercial center are built at a gross density of one unit per acre; and

WHEREAS, the proposed subdivision will not be compatible and not be in harmony with the existing residential area; and

WHEREAS, the current county zoning on the property is R-40 which would allow construction of approximately 45 single-family houses on the property, a use that would be more in harmony with surrounding neighborhoods and properties than the 89 single-family dwelling units proposed; and

WHEREAS, the Mineral Springs Town Council recognizes that a large majority of citizens in Mineral Springs, Wesley Chapel, and nearby municipalities are not in favor of high-density development and wish to preserve the current standard of living and not become urbanized; and

WHEREAS, the Mineral Springs Town Council recognizes that high-density development puts a burden on the infrastructure and encourages growth outpacing needed improvements; and

WHEREAS, stormwater issues and flooding are becoming an increasingly severe problem in the area and will be exacerbated by this high-density development; and

WHEREAS, traffic is becoming increasingly troublesome and dangerous on Billy Howey Road, Waxhaw Indian Trail Road, and NC 84; these roads cannot sustain additional impact from high-density residential development and this proposed development will also create impacts that will overwhelm nearby minor country roads, all of which will negatively impact existing property owners; and

WHEREAS, the North Carolina Department of Transportation is experiencing critical funding shortages which are expected to persist into the foreseeable future, and several crucial long-planned and already-approved improvements, new highways, and road widening projects in the area have been delayed until 2030 or later; and

WHEREAS, the additional demands on county infrastructure and services created by this proposed development, including a need for additional public safety personnel and infrastructure and additional quality-of-life amenities, will not be adequately met by the property taxes generated by this development and will create an additional financial burden on existing Union County taxpayers; and

WHEREAS, the BOCC is under no constitutional or statutory obligation to rezone any property to a higher density; and

WHEREAS, no tangible benefit to residents and taxpayers of Union County has been demonstrated to result from approval of this rezoning; and

WHEREAS, Union County's planning staff report on the application stated that "the proposed density is probably too high"; and

WHEREAS, the Union County Planning Board on January 5, 2021 voted 4-2 to recommend denial of the rezoning application.

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Mineral Springs does hereby request that the Board of County Commissioners of Union County consider the well-being, quality-of-life, financial security, and safety of existing residents and taxpayers in the area of this proposed rezoning; and

BE IT FURTHER RESOLVED that the Town Council of the Town of Mineral Springs does hereby request that the Board of County Commissioners of Union County deny application CZ-2020-002 to rezone this property to R-4 CZ and leave the current R-40 zoning in place on the property.

ADOPTED this 14th day of January, 2021.

Frederick Becker III, Mayor

ATTEST:

Vicky Brooks, CMC, NCCMC